



**INSTALLATION OF ULTRAFILTRATION UNIT
AT RCF, THAL
MASTER INDEX**

RCF/Proj/UF/2023/01

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TENDER NO.: RCF/Proj/UF/2023/01

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FOR

ULTRAFILTRATION UNIT

OF

RASHTRIYA CHEMICALS & FERTILIZERS LTD. (RCF),

AT

THAL, MAHARASHTRA (INDIA)

PREPARED BY



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

ISSUED BY



RASHTRIYA CHEMICALS & FERTILIZERS LTD

**(A Govt. of India Undertaking)
TROMBAY UNIT- 400074
MAHARASHTRA**

JULY, 2023

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PART I: COMMERCIAL
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INSTRUCTIONS TO BIDDERS

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1.0 INTRODUCTION:

Rashtriya Chemicals & Fertilizers Limited (RCF) hereinafter also referred to as "OWNER" is a public sector undertaking involved in the manufacture and marketing of nitrogenous, phosphatic and potassic fertilizers as well as a variety of industrial chemical products. The company has presently two manufacturing units, one at Trombay and the other at Thal, both located in the state of Maharashtra.

The Present NIT intends to invite Bids on **Open Domestic tender basis** from eligible Bidders for **INSTALLATION OF ULTRAFILTRATION UNIT** along with associated utilities/off sites facilities on a Lump-Sum Turn Key (LSTK) basis on single point responsibility. For detailed scope of work, refer Technical Specification (Part 2 of NIT).

Projects & Development India Ltd. (PDIL) has been appointed as CONSULTANT for the aforesaid project.

1.2 LOCATION OF THE PROJECT SITE

The proposed NPK fertilizer plant shall be located at Thal village, Raigad District, Maharashtra State of India. The site for the NPK fertilizer plant is located adjacent to existing RCF Thal fertilizer complex facilities.

Nearest City and Village	Alibag City – 7.5 km Kihim Village – 3.5 km
Nearest Railway station	Pen - 33 km approx
Nearest Airport	Chhatrapati Shivaji Maharaj International Airport - 103 km.
Nearest Port	JNPT Port, approx 65 Km

1.3 Plant Configuration and Capacity

For details, refer Technical Specification (Part 2 of NIT).

2.0 SCOPE OF PROPOSAL

The scope of the proposal shall be on the basis of a Single Point responsibility, completely covering the works specified under the accompanying technical specifications and NIT documents. It shall include but not limited to the following:

- 2.1 Basic Design
- 2.2 Detailed Engineering
- 2.3 HAZOP Studies and implementation of its recommendation.
- 2.4 Supply of all equipment and bulk items
- 2.5 Supply of spares as per spares philosophy mentioned in Technical Part (Part2 of NIT).

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- 2.6 First fill of all lubricants, chemicals (required for 15 days), hydraulic oils, and heat transfer media and subsequent filling before handing over to Owner. Bidder shall provide the list of Lubricants, consumables and Chemicals required for one-year period from PRELIMINARY ACCEPTANCE within six months of the award of the contract.
- 2.7 Inspection/expediting of orders for Equipment including Third Party Inspections wherever required
- 2.8 All statutory clearances and permits from local, statutory and other bodies such as Static and mobile pressure vessel rules, Labour Inspector, Electrical inspector etc.
- 2.9 Work under overall supervision of Owner /Owner's Project Management Consultants.
- 2.10 Progress reporting of project completions.
- 2.11 Training of Owner's Personnel.
- 2.12 Construction / Erection and Pre Commissioning.
- 2.13 Commissioning and Startup.
- 2.14 Guarantee test and handing over the Plants
- 2.15 Supply of required drawings and documents, software and hardware.
- 2.16 Any other item / work /activities deemed necessary for completion of Plants, safe and reliable operation of the Plants.

3.0 BIDDING DOCUMENTS

The bidder is expected to download the Bidding document and BoQ (Excel form) from the CPP Portal only. Bidder to examine the bidding documents, including all instructions, Forms, Annexure, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any inconsistency, in the interpretation of meaning of any part of this Tender Documents, the BIDDER shall give his best endeavor to resolve the inconsistency by expressing his assumption through pre bid queries to OWNER.

4.0 AMENDMENT OF BIDDING DOCUMENTS

Bidders shall examine the Bidding documents thoroughly and inform the OWNER of any apparent conflict, discrepancy or error.

At any time prior to the deadline for submission of bids as well as upto priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.

The modifications in form of clarification/addendum/corrigendum, if any, will be notified on CPP Portal only and shall be part of the Bidding documents and shall be binding on all bidders. The Bidders will be required to enclose with their Bid the signed and stamped copy of all such clarifications//addendum/corrigendum to the Bidding documents. Bidders shall ensure compliance to Addendum/Corrigendum, if any, in their bid and shall follow the instructions issued along with addendum/corrigendum, if any.

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In order to afford Bidders reasonable time to take into account, the amendment, issued prior to submission of Bids, in preparing their Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

5.0 LANGUAGE OF THE BID

The bid prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the Bidder shall be written in the English language and all units shall be in Metric system. If any of the documents submitted by the Bidder is not in English language, then the original document along with English translation of the same duly certified, stamped and signed by local Chamber of Commerce or respective Embassy shall be furnished. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

6.0 TIME SCHEDULE/COMPLETION PERIOD

6.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:

COMPLETION PERIOD	12 Months from Effective Date of Contract including monsoon (10Months for Mechanical completion + 02 months for Preliminary acceptance)
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6.2 Strict adherence to the time schedules for performing the specified works as stipulated in the Contract shall be of utmost importance.

6.3 Any deviation in Time Schedule isn't permitted & it shall be a criterion of rejection.

6.4 Effective Date of Contract shall be the date of issue of Letter of Award (LOA)/Letter of Intent (LOI).

7.0 SIGNATURE ON BIDS

7.1 The Bid must contain the name, designation and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature or digitally signed. The names of all persons signing should also be typed or printed below the signature.

7.2 Bids by bodies corporate/ limited Companies must be signed with the legal name of the Corporation/Limited Company by the President, Managing Director or by the Secretary or any other person or persons holding powers of attorney for signing their Bid.

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7.3 The Bidder shall submit authority letter / Power of Attorney/ Board Resolution in favour of the authorized signatory(s) of the Bid. The Bidder's name stated on the proposal shall be the exact legal name of the Bidder.

7.4 Deleted.

7.5 Bid shall contain no cuttings, erasures or overwriting except as necessary to correct errors made by the Bidder in which case each such corrections or other changes in the Bid documents shall carry the initials of the person(s) signing the Bid.

7.6 Bids not conforming to the above requirements of signing may be disqualified.

8.0 PRE-QUALIFICATION (PQ) CRITERIA:

Bidder/s may bid as:

- Single Bidder subject to meeting the Pre-Qualification Criteria as stated in Clause 8.1

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

Consortium Bid will not be accepted for prequalification.

8.1 PQ Criteria:

8.1.1 Technical Experience Criteria And Document Required

8.1.1.1 Bidder must have designed, supplied, erected, installed, commissioned and successfully completed Ultrafiltration unit after Mixed Ion exchange Bed (MB) for polishing Demineralized (DM) water in any process industries during last Ten years ending last day of publishing this tender.

The capacity of previously installed Ultrafiltration unit must be:

a. Single unit capacity of minimum 160 m3/hr.

OR

b. Two units capacity of minimum 100 m3/hr each.

OR

c. Three units capacity of minimum 80 m3/hr each.

Bidders shall submit copies of work order/LOI/ contract agreement, completion

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certificate/successful PGTR certificate from end user / owner.

8.1.1.2 Bidder's in-house experience shall not be considered as valid experience for the purpose of pre-qualification. "Bidder's experience of executing a Contract/Purchase Order/Work order for a project of a sister concern or a holding company (company under same management/having common directors) or in which the bidder is either having a stake or is a sole owner of the project" shall be considered as Bidder's In-house experience.

8.1.1.3 Owner/Consultant may verify the details as submitted by the bidder at their own cost. Bidder shall also facilitate Owner/Consultant site visit to such companies/countries.

8.1.2 Financial Criteria:

- a) The average annual certified/ audited turnover of the bidder shall be equal to or more than INR 5.00Crores the last three preceding financial years i.e. 2020-21, 2021-22, 2022-23 OR 2019-20, 2020-21, and 2021-22. Bidder shall submit documentary proof for the same. Mentioning UDIN number
- b) Net worth of the bidder should be positive during the last preceding financial year i.e. financial years i.e. 2022-23 OR 2021-22 for which corresponding financial documents are submitted above. The bidder shall submit the documentary proof e.g. certified/audited balance sheet for the same. Mentioning UDIN number
- c) The bidder shall submit the solvency certificate not older than one year from the scheduled date of bid submission from their reputed banker for a value not less than INR 6.67Crores, or credit ratings from CRISIL OR equivalent reputed institutions, OR financing/credit limits from bank of value not less than INR 6.67Crores valid as on date of issue of ITB. The equivalent reputed institutions means CRISIL, India Ratings, ICRA, CARE, Brick work Ratings, SMERA Ratings, Infomesics Valuation, Dun & Bradstreet, Moody's and Standard & Poor.

8.1.3 General Criteria:

- a. The Bidder shall give the certification that the bidders and its Directors have paid all the statutory dues and that bidder and its Directors are not defaulted for repayment of any dues from any Government or banks or financial institutions. Further, Bidder has not defaulted in the repayment of any public deposits or unsecured loans and the Bidder or its Directors are not under the Defaulter's list of Reserve Bank of India or in the Specific Approval List of Export Credit Guarantee Corporation (ECGC).
- b. Bidder should not be under liquidation, court receivership or similar proceedings.
- c. RCF (Rashtriya Chemicals & Fertilizers Limited) will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of ITB.
- d. ITB shall be submitted in soft copies as per "Instruction to Bidders." ITB sent through e-mail OR hard copy through courier shall not be accepted.
- e. RCF reserve the right to reject any or all ITB received without assigning any reason.

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- f. Bidder is to submit documentary evidence meeting the Pre-Qualification Criteria as per Clause No. 8.0 to support the references provided for fulfilling the PQ Criteria of ITB.
- g. Bidder shall also furnish complete audited annual financial year statements including Balance Sheet, Profit & Loss accounts statement and all other schedules of immediate preceding financial year, self-certification of being not under liquidation, court receivership or similar proceedings, in the first instance itself, in support of their fulfilling the Bidder's Qualification Criteria.
- h. If turnover details for FY 2022-23 are not available details for FY 2019-20 may be submitted.

9.0 PRE-BID MEETING

- 9.1 The bidder may submit any queries/clarification/information pertaining to bidding documents by E-mail as per **Annexure-1.10** enclosed in the bidding documents so as to reach PDIL and RCF not later than the date specified in the Letter Inviting Bid. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.
- 9.2 The bidder or his authorized representative(s), is advised to attend a pre-bid meeting as indicated in the Letter Inviting Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised at that stage by Bidders.
- 9.3 The Owner's responses to Bidder's queries/clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting/conference shall be communicated through the issue of an Addendum/Amendment/Corrigendum.

10.0 TENDER FEE AND EARNEST MONEY DEPOSIT (EMD)

- 10.1.1 **EARNEST MONEY DEPOSIT (EMD)** is to be deposited as per following instructions, EMD other than ONLINE deposit shall not be considered:

ONLINE DEPOSIT: EMD to be deposited online in Rashtriya Chemicals and fertilizers Ltd (RCF's) account through payment gateway available on our website at: www.rcfild.com under 'Portals' → 'EMD Payment' ("Click here" for EMD payment). Submit the acknowledgement/receipt of online EMD Payment along with your offer

- 10.1.2 The EMD offered shall be an irrevocable Bank Guarantee, issued by any bank appearing in the list of OWNER approved banks, (Annexure-1.20), on a non-judicial stamp paper of Rupees Five Hundred. Proforma of the Bank guarantee is enclosed as Annexure-1.15.
- 10.1.3 The Bank Guarantee shall be valid for a period of Bid Validity plus three months from due date (extended due date, in case of any extension) of submission of bid. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.
- 10.1.4 EMD will not carry any interest.
- 10.2 Any Bid not accompanied with EMD shall be liable for rejection. EMD shall not be applicable to Govt. Departments and undertaking/Govt. companies, and NSIC/SSI/MSE (Micro and Small Enterprises) registered vendor with NSIC/DIC/Khadi

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Village Commission etc. as per public procurement policy for MSE Vendors dated 25.04.2012 or any subsequent revision in the policy.

- 10.3 The EMD of unsuccessful Bidders will be returned by OWNER without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER, whichever is later. Where EMD has been paid by demand draft, the refund thereof shall be in the form of demand draft in favour of the unsuccessful Bidder(s). Bidders may indicate the name and address in whose favour the said demand draft shall be drawn by the OWNER for refund failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Transmittal Letter.
- 10.4 The successful Bidder's EMD will be released/discharged upon the Bidder accepting and signing the Contract and furnishing the Security cum Performance Bank Guarantee.
- 10.5 The EMD shall be forfeited and appropriated by OWNER as mutually agreed loss and damage payable to OWNER for, inter alia, time, cost and effort of OWNER in regard to the NIT without prejudice to any other right or remedy to OWNER under the following conditions:
- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
 - b) If the bid is varied or modified in a manner not acceptable to the Owner during the validity or agreed extension validity period duly agreed by the bidder.
 - c) Any effort by the bidder to influence the Owner on bid evaluation, bid comparison or contract award decision.
 - d) In the case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with Signing of Contract.

OR

If the successful bidder is seeking modifications to the agreed terms and conditions after issue of Letter of Acceptance ("LOA") and prior to signing of the Contract.

OR

If the successful bidder fails to furnish performance guarantee within 30 days of receipt of the Contract.

- e) In case of any fraudulent practice towards meeting PQ Criteria, as per Clause 8.0 above.

11.0 COST OF BIDS

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and OWNER will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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12.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 The Bidder may modify or withdraw its Bid after the Bid's submission, but before the last date and time of Bid submission as appearing on the CPP Portal.
- 12.2 In case any clarifications are sought by the Owner after opening of tenders, then the replies of the bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after opening of Technical and unpriced commercial bids without specific reference by the Owner shall render the bid liable to be rejected without notice and without further reference to the Bidder.
- 12.3 No bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration during the validity or agreed extension validity period duly agreed by the bidder. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its EMD.

13.0 INFORMATION REQUIRED WITH THE BID

- 13.1 All technical and commercial information shall be furnished as per relevant sections of NIT. In addition, the bidder shall ensure that Technical and Unpriced Commercial Bid has been submitted as per clause 21.2.2 of Instructions to Bidders.
- 13.2 Any bid not containing sufficient descriptive material to describe accurately the process details, functioning of various sections of the Plants, equipment proposed and other necessary details may be treated as incomplete and hence rejected. Such descriptive material and drawings submitted by the Bidder will be retained by the Owner. Any major deviation from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 13.3 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.

13.4 Requirement of Manpower for Operation of Plant

- 13.4.1 Bidder shall provide manpower required for operation of plant during commissioning, trial runs, guarantee tests up to Preliminary Acceptance. Bidder shall provide tentative manpower plan proposed unit to be deployed for the same.
- 13.4.2 Bidder shall also furnish a tentative break up of manpower requirement for the normal operation of the plant as per best operation practice.

14.0 LOCAL CONDITIONS

- 14.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local

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labor, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

14.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in INDIA and rules related to work permit and visa requirements in INDIA or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.

14.3 In their own interest, the bidders are particularly requested to familiarize themselves with the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, 1961, including any amendments thereof and other related acts and laws prevalent in India.

14.4 The Owner shall not entertain any request for clarification from the bidder, regarding such local conditions.

14.5 The Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment and to have made all necessary allowances and provisions to ensure that the PLANT will meet all technical specification prescribed hereunder including the specified performance requirements and guarantees and be entirely suitable for the purpose for which it is intended. Accordingly, at the time of submission the Bid Price will, without extra price and/or extension of time, be held to include everything implicitly or otherwise required or necessary for the proper and timely completion of the WORK including ACCEPTANCE OF PLANT in accordance with the CONTRACT. Further , in case of any contract awarded under these specifications and documents, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

14.6 Visit to site is optional and at BIDDER's cost and expense.

15.0 PRICE BASIS & CURRENCY OF BIDS

15.1 Bidder shall quote their firm prices as per the Price Schedule (Excel_BoQ) provided with the NIT. **Bidders shall quote in INR only**

15.2 LSTK price quoted by the Bidder shall be fixed and firm shall be valid until completion of the Contract to be executed with the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.

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- 15.3 Thal site is located in Raigad District in the state of Maharashtra, India and Bidder(s) are required to check & confirm before bidding for applicability of taxes & duties for the procurement of supply and service by them for the execution of CONTRACT(S).
- 15.4 LSTK price shall be inclusive of all taxes, duties, GST, custom duty, levies including BOCW cess etc. as applicable.
- 15.5 The firm LSTK Price quoted by the Bidder shall be inclusive of but not be limited to the following:
- a) Basic Design and Detailed Engineering
 - b) Supply of all Equipments and bulk materials.
 - c) First fill of all lubricants, chemicals (required for 15 days), hydraulic oils, and heat transfer media and subsequent filling before handing over to Owner.
 - d) Indian Income Tax, Custom Duty, GST, any applicable Taxes, Cesses, surcharge, Octroi etc.
 - e) Supply of spares as per spares philosophy in Technical Part of NIT.
 - f) Civil and structural works
 - g) The charges for custom clearance, port handling and onward dispatch to site and forwarding charges if applicable
 - h) Freight up to Site
 - i) Unloading, storage at site, site assembly, erection, pre-commissioning and commissioning and guarantee test run until acceptance of the plant
 - j) Cost of insurance during ocean, air and inland transit, storage erection, pre-commissioning and commissioning sustained load test and guarantee test run until acceptance and handing over of the complete plant as per technical specifications and scope of work and the cost of third party liability insurance for CONTRACTOR's personnel, and insurance for discharging the statutory obligation under the local laws.
- The insurance component shall be indicated separately and included in the LSTK price. This will be considered for the purpose of evaluation.
- k) Inspection and expediting charges
 - l) Project management and overheads
 - m) Guarantee test and handing over the plant to the OWNER.
 - n) Any other cost for performing WORK under CONTRACT including completion in all respects of the Scope of Work.
- 15.6 All bank charges of bidders bankers shall be to the Bidder's account and all Bank charges of Owner's bankers shall be to Owner's account.
- 15.7 Income Tax, BoCWcess, GST TDS, or any other tax and surcharge as applicable shall be deducted at source from the bills of the contractor and a certificate to that effect shall be issued by the Owner, wherever applicable.

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16.0 DELETED

17.0 NUMBER OF BIDS

17.1 A bidder shall on no account submit more than one bid either directly or indirectly.

A declaration for not submitted indirect Bid in terms of Clause 17 of Instructions to Bidders should be submitted by the Bidder/each consortium member as per **Annexure-1.30**.

17.2 A bidder shall be deemed to have submitted an indirect bid if (i) the bidder is a consortium member in an another independent bid or (ii) a subsidiary (partly or wholly owned) of the bidder is participating as a direct or consortium member in an another independent bid (iii) two subsidiaries of a single holding Company participating as direct bidders or consortium member in an another Independent bid or (iv) bids are received from Companies/Firms, having common Directors/Partners.

17.3 If a bidder makes more than one bid and/or directly or indirectly participates in another bid; all the bids of the bidder, including the bid of the bidder in whose bid the first named bidder has directly or indirectly participated, may be considered as cartel bids and may be rejected. If the factum of such bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated pursuant to the provisions for termination contained in the General Conditions of Contract.

18.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential.

19.0 DUTIES AND TAXES

19.1 The rates in case of Indian bidders shall include all duties, taxes and levies etc. including but not limited to personnel and corporate tax, GST, Custom Duty, BOCW Cess, surcharge as applicable.

19.2 Bidders are required to ascertain themselves the prevailing rates of applicable taxes & duties including income tax rates as applicable on the scheduled date of submission of bids and Owner would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the Owner as regards to payment of duties and taxes would be governed by **Clause-13.0 of SCC**.

19.3 The bidders are to quote firm prices. Bidder to quote in INR. Payment will be made accordingly.

19.4 Please note that the responsibility of payment of above taxes thereupon lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice as per the law, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with GST rules. The invoice shall also contain the following:

- (a) Name, Address & GST Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service

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(c) Description, Classification & Value of Taxable Service provided like HSN/SAC Code.

(d) GST Amount & Cess thereupon, if any.

- 19.5 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit / submission of Return of GST thereupon collected from Owner.

Any changes in statutory rules and regulations under GST regime shall be followed by Contractor.

- 19.6 **Refer Annexure-1.26 of PART-I (Commercial) for General Guidelines for Goods & Service Tax (GST).**

20.0 BIDDING DOCUMENTS AND DEVIATIONS

- 20.1 Bidders shall confirm compliance to Bidding Documents and submit Letter of Waiver of Conditions / Deviations as per **Annexure-1.19**

- 20.2 It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed format as per **Annexure-1.4**. OWNER reserves the right to reject any bid containing major deviation(s) treating the same as non-responsive

- 20.3 It is important that Bidder clearly demonstrates his experience and capability, giving OWNER a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.

- 20.4 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information/documentation forming basis of evaluation is found incomplete/incorrect, the same may be considered as adequate ground for rejection of the Bid.

21.0 SUBMISSION OF BIDS

- 21.1 The Bid shall be submitted in electronic format (through CPP portal) as per given time schedule.

21.2 Instruction for Online Submission of Bid

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal (CPP) for e-Procurement at <https://eprocure.gov.in/eprocure/app>(if, needed, CPP Portal helpline number should be used for latest update in this regard)

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.

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- 2) Bidder should do the enrolment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Bidder may go through the NIT / tenders published on the site and download the required NIT documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the NIT/ Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token / Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked otherwise, the bid will be rejected.
- 13) 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/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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- 16) Deleted
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) Deleted
- 19) Deleted
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rate offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

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Note: A bidder shall submit only one bid in the same bidding process. A Bidder who submits more than one bid will cause all their bids disqualified in the said bidding process.

21.3 The Bidder is expected to examine all instructions, forms, terms and conditions in the NIT. The NIT together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders, -and except deviations, if any, specifically stated in seriatim by the Bidder. Failure to furnish all information required or submission of a Bid not responsive to the NIT in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

21.4 The Bidder must submit the bids online in separate covers as below;

COVER-I	PART-I: TENDER FEE
	PART-II: EARNEST MONEY DEPOSIT
	PART-III: POWER OF ATTORNEY, PROCESS COMPLIANCE FORM, INTEGRITY PACT , DECLARATION FOR LOCAL CONTENTAND PRE-QUALIFICATION BID
	PART-IV: TECHNICAL AND UNPRICED COMMERCIAL BID
COVER-II	PRICED BID (BOQ, EXCEL SHEET)

21.4.1 Under online submission, **Cover-I shall contain:**

PART-I

TENDER FEE

- i) Details of Tender fee submitted.

PART-II

EARNEST MONEY DEPOSIT

- i) Details of Earnest Money Deposit submitted.

PART-III

POWER OF ATTORNEY

- i) Relevant documents related to Power of Attorney of Bid Signatory from the competent authority.

PROCESS COMPLIANCE FORM

- i) Pre-signed PROCESS COMPLIANCE FORM as per Annexure-1.1

INTEGRITY PACT

- i) Pre-signed Integrity Pact as per performa.

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DECLARATION FOR LOCAL CONTENT

- i) Relevant declaration(s) as per performa.

PRE-QUALIFICATION BID

- i) Letter of submission and synopsis of the proposal.
- ii) Organization Profile covering (a) Name & address of the organization with telephone, fax, email nos. with contact persons (b) history & structure of the organizations with names of directors & chief executives (c) Copy of Article of Association of the Company or Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company.
- iii) Exhibit-1 along with documents in favour of Work Experience Criteria. **(Refer Clause 8.0 above)**
- iv) Exhibit-2 along with documents in favour of Financial criteria viz. Annual audited Report for the last three financial years. This shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports. **(Refer Clause 8.0 above)**
- v) Solvency Certificate as per requirement of PQC. **(Refer Clause 8.0 above)**
- vi) Declaration in support of General Criteria: Non-Blacklist-regarding as per Annexure -1.28 **(Refer Clause 8.0 above)**

PART-IV

Technical and Unpriced Commercial Bid shall contain following:

i.	A declaration to the effect that Bidder submitting their Bid shall be under liquidation, court receivership or similar proceedings. (As per Annexure-1.29)
ii.	A declaration to the effect that Bidder submitting their Bid, bidder has not been blacklisted / debarred/ by Indian Government / Indian Government Board / Indian Government Corporation / Indian Government Company / Indian Statutory Body / Indian PSU company at the time of submitting bid. (As per Annexure-1.28).
iii.	Local Content
iv.	Preamble to Price Schedule (BOQ)
v.	Bid Form as per Annexure-1.1
vi.	Commercial Questionnaire as per Annexure-1.3
vii.	Details of past experience, as per Annexure-1.5
viii.	Details of concurrent commitments as per Annexure 1.6
ix.	Information of Bidder as per Annexure-1.7.
x.	Description of the Performance Guarantees as per Annexure-1.11

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xi.	Bidder's Proposed Schedule as per Annexure-1.12
xii.	Declaration by the Bidder Regarding Bidding Document as per Annexure-1.13
xiii.	Format of Letter of Waiver of Conditions/Deviations as per Annexure-1.19
xiv.	Unpriced copy of BoQ indicating suitable response i.e. "Quoted" or "Not Applicable" against each head and duly stamped & signed on each page, strictly as per as per Excel BoQ provided in Cover-II in the Portal, failing which bid may be rejected.
xv.	Technical Details/ documents specified under "Technical Information Required along with Bid".
xvi.	<p>Exceptions/Deviations</p> <p>The OWNER wishes to receive fully compliant bids. Exception/Deviations may only be made in relation to requirements of OWNER, which the BIDDER feels unable to comply with under any circumstances or at any price. If the BIDDER wishes to make any exception/deviations, this must be done by listing the full details of each exception/deviation in Annexure-1.4. Unless an entry appears in the list of exception/deviations in Annexure-1.4, OWNER will assume and consider that BIDDER has no exceptions or deviations to the Tender Documents</p> <p>Schedule of Deviations (if any) to the commercial and Technical bid documents, shall be submitted separately, as per Annexure-1.4. Also, Technical deviations must be given separately for each discipline.</p> <p>Note: A soft copy of Annexure-1.4, in editable form, shall also be submitted by the Bidder to the tender inviting Authority for ease in replying.</p>
xvii.	Bidder shall furnish complete manpower requirement with break up for operation of plant during commissioning, trial runs and guarantee tests.
xviii.	Bidder shall also furnish a complete break up of manpower requirement for the normal operation of the plant as per best operation practice.
xix.	Any other information required in the Bidding Documents or considered relevant by the Bidder.
xx.	Contents of Bid and Check List as per Annexure-1.21.
xxi.	Declaration/certificate regarding restrictions under rule 144 (xi) of GFR for bidders which shares a land border with India as per Annex-1.25.
xxii.	A declaration for not submitted indirect bid in terms of clause 17 of instructions to bidders as per Annex-1.30
xxiii.	Duly signed and stamped copy of Master Index of Bidding Documents (Part I, Commercial and Part II Technical) along with subsequent addendums if any, to Bidding documents as issued through CPP Portal, as a token of its acceptance.

Note: Bidder to ensure completeness of Bid in all respects. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial Unpriced Bid.

21.4.2 Under online submission, **Cover-II shall contain** :(Priced Bid in excel BOQ form)

Price Bid (BOQ) [in the form of excel file containing various spread sheets] as given in the Bidding Document must be downloaded and saved at bidders' local PC /

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Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the CPP portal only.

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

If the bidder fails to quote for any item of BoQ in their price bid and the same is required during execution of the contract, it will be implied that such item is included elsewhere in the quoted prices.

Note: Bidder is requested not to send/submit any hard copy of price bid.

22.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be submitted online in a manner specified under Clause-21 above. The Portal will not allow bid submission after the deadline. Extension, if any, shall be issued online at CPP portal itself. In such case, all rights and obligations of the OWNER and Bidders under this NIT shall be subject to the extended deadline.

23.0 OPENING OF BIDS

Bids shall be opened online at CPP Portal at Date and time specified in the Portal.

23.2 STAGE-I: OPENING & REVIEW OF COVER-I:

OWNER / CONSULTANT, after Preliminary Examination (w.r.t. submission of Tender fee, EMD, Power of Attorney, Integrity pact and Declaration of Local Content), will first review Pre-qualification bid. This will ascertain that the bidder fully meets the Qualifying Requirements, stipulated in ITB (Clause-8.0) to the Owner/Consultant's satisfaction. It will be based upon an examination of documentary evidence of Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate.

Technical and unpriced Commercial Bids shall be evaluated only for those bidders whose bids are found to be Pre-qualified based on the Pre-Qualification (PQ) Criteria.

23.3 STAGE – II: OPENING OF PRICE BID

The date of the opening of the Price Bid shall be intimated to technically and commercially acceptable Bidders via CPP Portal. Bidders, willing to witness the Opening, may do the same by logging into CPP Portal. A summary of Bid opening can also be seen on the Portal.

The evaluation of the priced Bids shall be done as described under Clause No. 28.0 of the NIT.

23.4 If all the Bids as judged by the OWNER are unresponsive, the NIT may be declared void and a new procedure for selection of CONTRACTOR as deemed appropriate by OWNER may be adopted.

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24.0 POLICY FOR BID UNDER CONSIDERATION

Bids shall be deemed to be "Under Consideration" immediately after they are opened and until such time that the official intimation of award / rejection is made by the Owner to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees / representatives on matters related to the bids under consideration.

The Owner, if necessary will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personnel contact as may be necessary. The Bidder will not be permitted to change the substance of the bid after the bid had been opened.

25.0 Deleted

26.0 EFFECT AND VALIDITY OF BID

26.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

26.2 The bids should be kept valid for acceptance for a period of 9 (Nine) Months from the date of opening of Technical and Unpriced Commercial Bids. A Bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.

26.3 In the event of OWNER seeking extension of period of validity of the Priced Bids, the validity of EMD shall also be suitably extended.

26.4 A Bidder agreeing to the request of OWNER seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly. However, Bidders request for revision/adjustment of Priced Bid under such circumstances may be considered by the OWNER. The provisions of Clause-10.0 regarding discharge and forfeiture of EMD shall continue to apply during the extended period of Bid Validity

27.0 COMPLETE SCOPE OF SUPPLIES/WORK

27.1 The complete scope of supplies and work/services has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the bidding document shall be considered for further evaluation subject to meeting Pre-Qualification Criteria.

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27.2 If the contractor is required to engage a sub-contractor for any part of work, then such sub-contractors shall have prior proven experience of similar work and shall require specific approval by OWNER.
Following the notification of Letter of Intent, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors in line with requirement of Annexure - 1.23
The list of construction Sub-Contractors proposed in the Bids by the Bidders shall be considered as indicative only.

27.3 If a proposed sub-contractor has been approved by the OWNER, the CONTRACTOR shall not replace such approved sub-contractor with another sub-contractor without obtaining the OWNER's prior approval for the proposed replacement.

27.4.1 Bidder shall submit a commitment from its Chief Executive that the Project Progress Schedule shall be monitored by its Board and all actions required to arrest the failure/delays shall be initiated by them at the appropriate time. Such action plan document shall be sent by the CONTRACTOR's home office to OWNER/ PDIL

27.4.2 Bidder shall ensure that the Project Execution Plan submitted by it are adequate for completing the work in all respects. All details as mentioned above shall be submitted along with Bid in the first instance.

27.4.3 Project Execution Plan shall be evaluated by the OWNER/ PDIL and in case the same is not found adequate for this work, such Bid(s) shall be treated Technically Not Acceptable and such Bid(s) shall not be considered for price opening.

28.0 EVALUATION AND COMPARISON OF BIDS

28.1 General

28.1.1 The OWNER wishes to finalise the award of work of the facilities covered under this bidding documents within a limited time schedule. OWNER expects bidders to confirm compliance to tender terms, conditions & Specifications, failing which the bids are liable to be rejected. Hence the bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bidding document.

28.1.2 Bids shall be evaluated based on the information / documents available in the bid. Hence, bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying to the requirements of bidding documents are liable to be rejected. Bidders are advised to fill up all Annexures carefully and provide reference to all relevant documents given in their bid offer.

28.2 The financial comparison shall be based on NPV arrived at using the following:

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28.2.1 LSTK Price

LSTK Price shall include the Price of Goods, Price of Services, Price of Civil and Structural Works along with all taxes and duties as indicated by the bidder in the BoQ. 'Price for evaluation' shall be arrived by deducting 'GST amount for which ITC is available' from the LSTK Price. '**Price for evaluation**' will be discounted at the rate of 10.0% p.a., as per the Monthly Payment Schedule submitted by the Bidder for the implementation period using NPV formula. The Price Bid Format (Excel BOQ) shall also be provided with a spread sheet for filling up the month-wise % (up to two decimal places) in above Monthly Payment Schedule (MPS).

The Bidder shall furnish, in the BOQ, month-wise payment schedule of its LSTK Price for 12 months project schedule in Indian Currency (IC). The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The cash flow curve has to be given by the bidders considering monthly payment schedule given elsewhere in the tender (e.g. payment on 30th day up to the stage of commissioning and payment of final bill within 84 days)

CONTRACTOR shall be entirely responsible for all taxes, stamp duties and other such levies applicable, on performance of WORK under CONTRACT, outside OWNER's country. CONTRACTOR shall also be responsible for payment of all taxes, duties and levies such as custom duty, GST, income tax, etc. as applicable on performance of WORK under CONTRACT, in India. All such taxes, stamp duties and other such levies applicable shall be considered to be included in quoted price. GST amount will be indicated separately, in the space provided, which will be paid at actual by the owner limited to the respective amount indicated by the bidder in their bid.

28.2.2 Loading toward Guaranteed Works Cost (OPEX)

Bidder shall furnish the Guaranteed Consumption Figures of Raw Materials and utilities as specified in considering which, the calculation of Works Cost shall be done as illustrated below:

Particulars	Bidder X	Bidder Y	Remarks
Work Cost per day	'M1' (say)	'N1' (say)	Lowest of M and N shall be considered as Base value
Annual Work Cost	'M1' X 330 days = M _x	'N1' X 330 days = N _x	
Differential Annual Works Cost= 'W'	'M'-'N',	0(Zero)	
Works Cost Loading Value for Bidder 'X'	'W' for each year shall be discounted for 15 years @10% per annum using financial formula of "NPV". i.e.		

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	$\sum_{n=1}^{n=15} \frac{W}{(1+R)^n}$
	Where, R=Rate of Discount i.e. @10% per annum and n= Number of years.
Works Cost Loading Value for Bidder 'Y'	0(Zero)

The differential Works Cost (in comparison to bidder quoting the lowest Works Cost) considering 330 days per year will be calculated and will be discounted at the discount rate of 10.0% p.a. for the period of 15 years of operation starting from Preliminary Acceptance as per above illustration.

The NPV of differential works cost so obtained on achieving Preliminary Acceptance (.....months) shall be further discounted at the rate of 10.0% p.a. to arrive at present value i.e. month zero.

Utility guaranteed consumption

Sr. No.	Utility	Unit	Unit rate	Consumption	Sub works cost
	(A)	(B)	(C)	(D)	(E= C x D)
1	Power	kw	Rs 10 per kwkw per day	
				Total works cost (Rs per day)	

Notes:

Operational cost for UF unit shall be calculated on the basis of total Power consumption required. The Power unit costs given above are firm. Loading towards operational cost (works cost) for techno-commercial suitable bidders shall be done considering Power cost.

LSTK BIDDER shall give guaranteed Power consumption figures as per format given in Part - I of Commercial Bid, duly filled along with priced bid. Bidder shall submit acceptance sheet (Quoted or Not Quoted) along with unpriced Commercial Bid. Performance guarantee test shall be conducted for Power consumption figures submitted by bidder along with price bid.

28.2.3 GST set off on account of ITC benefit

The Price evaluation shall also take into account ITC benefit as permissible to Owner under GST law. As per CGST Act, in case of civil works, GST ITC is available for equipment foundation only. In case, ITC benefit as indicated by Bidder in ANNEXURE - A: PART IV (TAXES AND DUTIES) of PRICE SCHEDULE is not available to the

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Ownersolely due to the fault of CONTRACTOR; the same shall be adjusted in the LSTK price payable to CONTRACTOR.

- 28.3 To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in Foreign Currency into Indian Rupees at exchange rate of the concerned Foreign Currency, available on RBI website, on the date of opening of Price Bids. If the bid opening date happens to be a bank holiday for which Exchange rates are not published then the rate of previous day would be considered.

To summarize the above, the evaluated cost shall be ascertained as per following:

- (a) NPV of LSTK Price excluding GST for which ITC is available
Plus (+)
(b) Loading toward Works Cost

28.4 **APPLICABILITY OF CUSTOMS DUTY FOR THIS PROJECT**

No concessional duty is applicable for this project.

29.0 **PRICE VARIATION**

The Bidder shall quote firm prices/ rates in the “BOQ”. Firm prices/rates shall not be subject to any escalation on any account till final acceptance of the plant except as otherwise specifically provided in the NIT/ Contract documents. Bids with variable prices may be disqualified.

30.0 **REBATE**

- 30.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of price bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

31.0 **CONTACTING OWNER**

- 31.1 A bidder shall not contact the OWNER on any matter relating to his bid from the time of priced bid opening to the time that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER in the OWNER’s decisions in respect of bid evaluation or contract award will result in the rejection of that bidder’s bid.

32.0 **AWARD OF CONTRACT**

- 32.1 Subject to purchase preference provision for Class-I local supplier, in terms of Purchase Preference (Make in India) Order 2017, as amended from time to time, the CONTRACT will be awarded subject to the terms and conditions of this NIT to the competitive lowest evaluated Bidder submitting **responsive bid**, which is technically acceptable to the OWNER, in conformity with the requirements of this NIT and the Bidder is to the OWNER’s satisfaction competent to undertake the Scope of Work. The OWNER shall be the sole judge in behalf of the matters aforesaid.

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A **responsive Bid** is one which fulfills all requirements under NIT and accepts all terms and conditions of these specifications and documents without any modifications. A modification is one which affects in any way the prices, quality, quantity or completion period of the Work or which limits in any way the responsibilities or liabilities of the Bidder or any rights of the OWNER as required in these specifications. The decision of OWNER is final in this regard.

For the purpose of matching L1 price (Evaluated Price in terms of Clause 28 above) in terms of Purchase Preference (Make in India) Order, Class-I Local Supplier shall be allowed to change only CAPEX and not the OPEX.

- 32.2 After selection, a Letter of Intent (“LOI”) shall be released by the OWNER to the selected Bidder and seven days shall be given for acceptance. Acceptance to LOI by the Bidder must be submitted within the stipulated period. No delay shall be permitted and in the event Bidder’s acceptance is not received by stipulated date, the OWNER may, unless the OWNER consents to extension of time for submission of acceptance to LOI, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the OWNER on account failure of the Bidder to accept LOI.
- 32.3 After acceptance of the LOI, the Bidder shall enter into the CONTRACT with the OWNER.
- 32.4 Bidders are advised to note that owner desires to issue separate Contracts for each currency.
- 32.5 The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for successful execution of Contract(s).
- 32.6 Any breach of one Contract will also be construed as the Breach of other Contract which will confer a right on the Owner to terminate the other contract as well.

33.0 AWARD AND SIGNING OF CONTRACTS / WORK ORDERS

- 33.1 RCF will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. RCF will take into account the bidder’s financial, technical and production capabilities. It will be based upon examination of the documentary evidence of the bidders qualifications and any additional information submitted by the bidder.

34.0 OWNER’S RIGHT TO ACCEPT/REJECT BIDS

- 34.1 The OWNER 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 obligation to inform the affected bidder(s) of the ground of OWNER’s action.
- 34.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a

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CONTRACTOR's obligations under the contract. Consequently, if a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a complete disclosure of such arrangement or proposed arrangement in its proposal, and all provisions applicable to sub-contractor(s) in terms of bidding documents shall apply to such arrangements.

34.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the OWNER in the case of a bidder, the OWNER may reject such bidder's bid as not responsive.

34.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of contract and a ground of termination pursuant to the provisions of termination under the General Conditions of Contract.

35.0 CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE

35.1 As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as Annexure- 1.16. The Bank Guarantee amount shall be equal to TEN (10%) of the TOTAL BASIC CONTRACT PRICE/ LSTK PRICE.

It shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications. The Bank Guarantee shall be valid till Defects Liability period plus 3 (Three) months. In case of breach of contract, the guarantee amount shall be payable to the Owner without any conditions whatsoever. This Bank Guarantee shall be an irrevocable Bank Guarantee.

35.2 Failure of the successful Bidder to comply with the requirement of Clause 35.1 hereof shall constitute sufficient grounds for the annulment of the award in which event OWNER may call for fresh Bids, without prejudice to its rights and remedies as set forth in this NIT or otherwise in law.

36.0 GENERAL INSTRUCTIONS

36.1 Suitability of Plant

Before submitting his bid the bidder shall ensure that compliance with any requirements of the specification would not render the plant unsuitable in any respect for the purposes mentioned or inherent in the Specification. Should the Bidder consider that compliance with any requirements of the Specification would render the plant unsuitable, he shall submit a proposal or proposals for modifying the requirements and shall include these in the "Schedule of Deviations" from the specification.

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36.2 TRANSFER OF TENDER DOCUMENTS/PROPOSAL

36.2.1 Transfer of Bid submitted by one BIDDER to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted.

36.2.2 OWNER reserves the right to verify all statements/information submitted to confirm the Bidder's claim on experience on the performance of equipment offered and capabilities of the Bidder to perform the Scope of Work. OWNER may inspect similar facilities built by the Bidder. Bidder shall co-ordinate and arrange for visit. However all expenses of such visit of OWNER's Officials / OWNER's Representative will be borne by OWNER.

36.2.3 OWNER shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.

36.2.4 Oral statements made by the Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the OWNER.

36.2.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

36.2.6 Bidder will furnish the Bid with all relevant information's as called for. Bids with incomplete information are liable for rejection.

36.2.7 The Bid shall be submitted in line with clause wise compliance of this NIT. Deviation, if any, shall be separately highlighted as per Annexure-1.4.

36.2.8 Any clause which is specifically not covered under Annexure-1.4, will be presumed to have been agreed, unconditionally, by the bidder.

36.2.9 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG shall be liable to be forfeited.

37.0 DELETED

38.0 DELETED

39.0 FRAUD PREVENTION POLICY

Bidder confirms to comply with Owner's fraud prevention Policy as per Annexure-1.32. A duly signed & stamped copy of the same should be submitted in the Bid.

40.0 GST RELATED CLAUSES:

Bidder confirms to comply with the clauses regarding GST as per Annexure-1.26. a duly signed& stamped copy of the same should be submitted in the Bid.

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41.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY

Purchase preference to Central government public sector Undertaking, Local Content (PP-LC) Bidders and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

The “PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY” is enclosed as Annexure 1.27.

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

Inline with Department of Expenditure’s O.M. No. F.6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 1) dated 23.07.2020 and subsequent orders, bidder to submit Certificate as per Form I & II enclosed as Annexure 1.25.

43.0 APPLICABILITY OF POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

The applicability of policy for providing preference to domestically manufactured iron & steel Products are enclosed as Annexure-1.35 to Tender herewith. Bidder to submit SELF-CERTIFICATE on BIDDER’S LETTERHEAD as per Format enclosed as Annexure-1.34.

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PART I: COMMERCIAL

SECTION – 2.0

GENERAL CONDITIONS OF CONTRACT

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1.0 SCOPE OF CONTRACT

For details, refer Technical Specification (Part 2 of NIT). Below is general scope of contract.

- 1.1 Scope of work shall include supply of design and detailed engineering, procurement, supply, fabrication, inspection by Third Party Inspection agency (TPI) as applicable, expediting, route survey for ODCs, obtaining all necessary statutory approvals, testing, mechanical completion, start-up, sustained load test run including total project management, administration and other services up to Preliminary Acceptance of **ULTRAFILTRATION UNIT** and associated facilities at RCF, Thal, on Lump-Sum Turnkey Basis.
- 1.2 Arrange services of ocean transportation, carry out the services of port clearance, handling, loading on Tractor/ Trucks and inland transportation up to SITE, comprehensive insurance, unloading, storage at SITE, transportation within SITE, unloading, storage, handling, site Assembly, fabrication, insulation, painting, testing, arranging commissioning spares, complete services of erection, structural and PRE-COMMISSIONING, COMMISSIONING and PERFORMANCE & GUARANTEE TEST RUNS for PLANT.
- 1.3 The CONTRACTOR shall take all necessary steps and comply with all formalities to get the CONTRACT registered with the appropriate Indian Custom Authorities to have the various imported equipment including spares, assessed as applicable. Any Government Clearances/ Permissions like Labour License/Import License etc. shall be obtained by CONTRACTOR without any additional cost to OWNER.
- 1.4 The CONTRACTOR shall be responsible on completion of CONTRACT or whenever required to undertake Customs reconciliation work with Indian custom authorities and finalise the Customs assessment by furnishing the necessary Technical Documents, technical information etc. to the said Authorities.
- 1.5 Any additional equipment whether mentioned or not, but which is necessary for the satisfactory completion of the PLANT allowing subsequent operation and maintenance of plant and for achieving the guaranteed performance of the plant shall be supplied, erected and commissioned by CONTRACTOR at no additional cost to the OWNER as though such equipments were originally specified and formed part of scope of WORK.
- 1.6 The scope of CONTRACT shall include spare parts necessary for commissioning, and procurement assistance for operational spares for satisfactory operation and maintenance of the plant and shall be supplied along with the main EQUIPMENT and all special tools and tackles required for the maintenance of PLANT. OWNER shall specify in the CONTRACT the spares to be purchased and TOTAL PRICE shall be inclusive of price of such spares. In case any Catalysts/Absorbent has life less than 2 years, suitable additional quantities shall be supplied.
- 1.7 Handing over all operational spare parts to OWNER item-wise with item tags with information and in the manner desired by OWNER either upon receipt or after PRILIMINARY ACCEPTANCE OF PLANT at option of OWNER. CONTRACTOR shall also give such DRAWINGS, catalogues, sketches and literature that the OWNER shall specify in the CONTRACT.

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- 1.8 Completeness of the EQUIPMENT shall be the responsibility of the CONTRACTOR. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being CONTRACTOR'S responsibility) shall be provided by the CONTRACTOR without any extra cost.
- 1.9 The CONTRACTOR shall follow the best modern practices in the manufacture of high quality equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that CONTRACTOR shall in all respects design, engineer, manufacture and supply the EQUIPMENT in a thorough workmanship like manner and supply the same in prescribed time to the entire satisfaction of OWNER.
- 1.10 The CONTRACTOR shall furnish six (6) copies in English language of technical DOCUMENTS (like P&ID's, PFD' specifications of equipment/instruments/electrical, line diagrams, piping schedule, HAZOP study reports etc.), final DRAWINGS, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, SOFTWARES and hardwares. Reproducibles for final drawings, CD, Pendrive/hard disc shall also be furnished along with above 6 copies. For all the documents and drawings the soft copy (AUTOCAD and PDF) is to be given in the form of CD. The LSTK contractor shall give three sets of CD's for each drawing/document.
- 1.11 The DOCUMENTS once submitted by the CONTRACTOR shall be firm and final. The CONTRACTOR shall be responsible for any loss to the OWNER consequent to furnishing of the incorrect data/drawings.
- 1.12 All dimensions and weights should be in metric system.
- 1.13 All EQUIPMENTS to be supplied and WORK to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/acts of Government of India as may be applicable to the type of EQUIPMENT/WORK carried out and necessary certificates shall be furnished.
- 1.14 The CONTRACTOR shall provide cross-sectional drawings wherever applicable to identify the spare part numbers and their location. The sizes of bearings, their make & number shall also be furnished.
- 1.15 Specifications, design and drawings issued to the CONTRACTOR along with tender specifications and CONTRACT are not sold or given but loaned. These remain property of OWNER or his assignees and are subject to recall by OWNER. The CONTRACTOR, his employees, and SUB-CONTRACTOR and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose, the same to any person, firm or corporate authorities, without written permission of OWNER. All such details shall be kept confidential.
- 1.16 CONTRACTOR shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

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2.0 CONTRACT DOCUMENTS

The term 'CONTRACT DOCUMENTS' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:

- a) Contract Agreement and its Appendices
- b) Letter of Intent (LOI)
- c) Special Conditions of Contract and amendments/ clarifications, if any.
- d) General Conditions of Contract and amendments/ clarifications, if any.
- e) Part II, Technical, of the NIT documents and amendments/ clarifications, if any.
- f) Technical Specifications and Drawings and amendments/ clarifications, if any.
- g) The Bid and Schedule of Prices including Supplementary Price, if any.
- h) Integrity Pact (IP) signed between the Owner and the Bidders/Contractors
- i) Instruction to Bidders

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.1 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1.1 Notwithstanding the sub-division of the CONTRACT into these separate documents and/or volumes and/or heads, every part of each separate section/volume/head shall be deemed to be supplementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.1.2 If in respect of any commercial term or condition, if any provision in the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the SPECIAL CONDITIONS OF CONTRACT and / or the Agreed Variations or if any provision of the SPECIAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the Agreed Variations, and the two cannot be reconciled or otherwise co-exist, then unless a different intention appears, the provision(s) of the SPECIAL CONDITIONS OF CONTRACT shall be deemed to override the provision(s) of GENERAL CONDITIONS OF CONTRACT and the provision(s) of the Agreed Variations shall be deemed to override the provision(s) of the SPECIAL CONDITIONS OF CONTRACT, but only to the extent that such repugnancy in the GENERAL CONDITIONS OF CONTRACT cannot be reconciled with the SPECIAL CONDITIONS OF CONTRACT and/or Agreed Variations or to the extent that such repugnancy in the SPECIAL CONDITIONS OF CONTRACT cannot be reconciled with the Agreed Variations, as the case may be.
- 2.1.3 Without prejudice to the provisions of the GENERAL CONDITIONS OF CONTRACT, whenever in the Bidding documents it is mentioned or stated that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the Lump sum Price shall be deemed to have included the cost of such performance and/or provision, as the case may be.
- 2.1.4 The MATERIALS, design and workmanship shall satisfy the applicable relevant Indian standards, the job specifications contained herein and the codes referred to by expression or implication. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specification/code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions

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agreed between OWNER and CONTRACTOR based on good international engineering practise shall be binding on the CONTRACTOR.

- 2.1.5 In the event of any ambiguity or conflict between the CONTRACT DOCUMENTS listed in clause 2.0 above, the order of precedence shall be the order in which the CONTRACT DOCUMENTS are listed in Clause 2.0 above.
- 2.1.6 Should there be any doubt or ambiguity in the interpretation of the CONTRACT documents or contradiction therein or should there be any discernible error or omission in any CONTRACT document, the CONTRACTOR shall, prior to commencing the relative work or supply, as the case may be, apply in writing to the Project Manager for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the CONTRACTOR fail to apply to the PROJECT MANAGER for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said supply, as the case may be, at his own risk, and the provisions of Clause 2.1.9 hereof shall apply to any such work performed or supply made by the CONTRACTOR.
- 2.1.7 Notwithstanding anything provided in Clause 2.1.6 hereof above, either the CONTRACTOR or any representative of the OWNER or CONSULTANT may, at any time prior to or during the execution of the work or supply of any material or any part thereof (if the CONTRACTOR has failed to make an application as provided for in Clause 2.1.6), apply to the PROJECT MANAGER in writing for his decision in resolution of any doubt, ambiguity or contradiction or for the correction of any error or for making good the omission as the case may be.
- 2.1.8 The decision of the PROJECT MANAGER on any application under Clause 2.1.6 or Clause 2.1.7 hereof shall be in writing and shall be final and binding upon the CONTRACTOR and shall form part of the CONTRACT documents, with the intent that the CONTRACT documents shall be read as though the said decision is and was at all times incorporated therein.
- 2.1.9 In the event of the CONTRACTOR performing or executing any work or making any supply at variance with the decision of the PROJECT MANAGER as aforesaid, then such work shall, if the PROJECT MANAGER so consider necessary, be deemed to be a defective work/ supply and the provision of Clause 15.0 of GCC and associated clauses there under shall apply thereto.
- 2.2 Any work or supply shown, indicated or included in any description of the work, plans, drawings, Specifications and/or Price Schedule or other Contract or Bid documents shall be deemed to form part of the WORK and/or supply contracted for, as the case may be, notwithstanding failure to show, indicate or include such work or supply in any other or others among the documents aforesaid with the intent that the indication or inclusion of the work or supply within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work or supply, as the case may be, within the work and supply covered by the CONTRACT.
- 2.3 No verbal agreement, assurance, representation or understanding given by any employee or officer of the OWNER or so understood by the CONTRACTOR, whether given or understood before or after the execution of the contract, shall any-wise bind the OWNER or alter the CONTRACT documents unless specifically given in writing and signed by the OWNER or by

the PROJECT MANAGER on behalf of the OWNER and CONTRACTOR'S authorized representative as an Agreed Variation and amendment of the relative term(s) in the contract documents.

2.4 Clause headings given in this or any other contract documents are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but do not form part of the contract documents, with the intent that the Clause headings shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.

3.0 DEFINITION OF TERMS AND INTERPRETATION

In the **CONTRACT**, unless the context otherwise requires, the following expressions shall have the following meanings. The singular shall include the plural and the plural include the singular except where the context otherwise requires and the words 'he', 'him', and 'his' shall be taken to mean 'she', 'her' and 'hers' where appropriate.

1.	'APPROVAL' shall mean and include the written approval by the OWNER of a documents, drawing or other particulars in relation to this CONTRACT.
2.	'BATTERY LIMIT' shall mean the outer limits of boundaries of the areas within which the Plants and associated facilities shall be located.
3.	'BID' shall mean the proposal/document that the BIDDER submits in the requested and specified form in the specification in response to this NIT.
4.	'BIDDER' shall mean the firm/party who quotes in response to an invitation to bid, from the OWNER. Consortium submitting Bid shall also have the same meaning as of BIDDER.
5.	'CHANGE ORDER' means an order by which a change is ordered or other notification made to the Contractor in accordance with the CONTRACT.
6.	<p>'CODES' shall mean the following, including the latest amendments, and/or replacements, if any:</p> <ul style="list-style-type: none"> a) All relevant Indian Acts, and Rules and Regulations made there under; b) ASME Codes c) AIEE Codes d) American Society of Testing of Materials (ASTM) Codes e) Other internationally applicable standards and/or Regulations the subject matter of the CONTRACT. f) Indian Employees Provident Fund Act, g) Pollution Control norms of INDIA h) Contract Labour i) Minimum Wages Act j) Any other labour laws of INDIA applicable during execution of contract.

	k) Any other codes/standards specified in the contract documents.
7.	'COMMERCIAL OPERATION' shall mean the condition of operation in which the complete equipment covered under the CONTRACT is officially declared by the OWNER to be available for continuous operation at different loads upto and including rated capacity after completion of commissioning as per CONTRACT. Such declaration by the OWNER however, shall not relieve or prejudice the CONTRACTOR any of his obligations under the CONTRACT.
8.	'COMMERCIAL USE' shall mean that use of the PLANT, which the CONTRACT contemplates or of which it is commercially capable.
9.	COMMISSIONING' shall mean the putting into operation of PLANT by CONTRACTOR with the assistance from OWNER'S Personnel.
10.	"COMMISSIONING AND GUARANTEE RUNS" shall mean complete erection, testing and providing guarantees as per the CONTRACT."
11.	'CONSULTANT' shall mean the agency nominated/appointed by the OWNER for the project/job/WORKS.
12.	The 'CONTRACT' shall mean the written agreement made between the OWNER and the CONTRACTOR for the execution of the WORK, including all attachments and annexures thereto and all documents incorporated by reference therein.
13.	'CONTRACTOR' shall mean the successful Bidder whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.
14.	'CONTRACT PERIOD' shall mean the time period (as extended by the OWNER from time to time wherever appropriate) during which the CONTRACT shall be executed as agreed to between CONTRACTOR and the OWNER in the CONTRACT.
15.	'CONTRACTOR'S EQUIPMENT' means all equipment, construction plant, vehicles, temporary facilities, material, tools or things brought on to the Site by or on behalf of the Contractor for carrying out the Works but not for permanent incorporation in the Plant.
16.	'CONTRACTOR'S SOFTWARE' means standard Software owned by the CONTRACTOR.
17.	'CONTRACTOR'S WORKS' OR 'MANUFACTURER'S WORKS' shall mean the place or places of work used by the CONTRACTOR/SUB-CONTRACTOR or their collaborator (s) for the manufacture of EQUIPMENT or performance of WORKS.

18.	'COST' means the cost properly incurred by the Contractor in carrying out any of his obligations under the Contract, and 'Costs' shall be construed accordingly.
19.	'DAY' shall mean a calendar day of 24 hours.
20.	Deleted
21.	<p>'DEFECT' means any work done or any Material or the Plant or any part of it which does not comply with the CONTRACT, provided that such matter shall not be a Defect if it is caused by:</p> <ul style="list-style-type: none"> a) normal wear and tear; b) a failure by the PURCHASER to operate and maintain the PLANT in accordance with any operating and maintenance manuals provided by the CONTRACTOR and/or with good engineering practice; and/or c) a failure by the PURCHASER to comply with any of his obligations under the CONTRACT.
22.	<p>'DEFECT LIABILITY PERIOD' shall mean a period of 12 months commencing from the date of PRELIMINARY ACCEPTANCE. CONTRACTOR shall warrant that the equipment and material supplied under the CONTRACT shall be new and free from any defect or deficiency with respect to design, material and workmanship. In the event of any, defect or deficiency arising during the defects liability period, CONTRACTOR shall repair or replace the defective or deficient equipment and materials at its own cost. In such event the defect liability period for the particular equipment shall be another 12 months from the date of acceptance by OWNER of such replaced/repared equipment/material. However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 36 months for extended DEFECTS LIABILITY PERIOD, starting from the Mechanical Completion.</p>
23.	'DOCUMENTATION' means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.
24.	<p>'DRAWINGS', 'PLAN' shall mean all:</p> <ul style="list-style-type: none"> a) Drawings furnished by the OWNER as a basis for proposals; b) Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the CONTRACT; c) DRAWINGS submitted by the CONTRACTOR with his proposal provided such drawings are acceptable to the OWNER. d) DRAWING furnished by the OWNER to the CONTRACTOR during the progress of the works; and e) Engineering data and DRAWINGS submitted by the CONTRACTOR during the progress of the work provided such drawings are acceptable to the OWNER.
25.	'EFFECTIVE DATE OF CONTRACT': The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT.

26.	'ENGINEER'S INSTRUCTIONS' shall mean any drawings and/or instructions in writing, details, directions and explanations issued by the OWNER from time to time during the CONTRACT PERIOD to the CONTRACTOR/ SUB-CONTRACTOR for carrying out the WORK.
27.	'EXTENDED PERFORMANCE TEST PERIOD' has the meaning stated in clause 18 of Special Conditions of Contract.
28.	'EQUIPMENT' OR 'STORES' shall mean the equipment, machinery and structure of any kind which the CONTRACTOR is obliged to design, supply, deliver, unload, store at site, erect, set to work and test under the CONTRACT.
29.	'FINAL ACCEPTANCE' shall mean that date when all of the conditions set forth in Clause 19 of SPECIAL CONDITIONS OF CONTRACT have been satisfied, all liabilities and obligations under this CONTRACT have been discharged, except those specially to be continued or performed after FINAL ACCEPTANCE, and OWNER has issued the FINAL ACCEPTANCE CERTIFICATE to CONTRACTOR.
30.	'FINAL ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR subject to clause 19 of SPECIAL CONDITIONS OF CONTRACT at the end of the DEFECTS LIABILITY PERIOD.
31.	'FINAL COMPLETION' shall mean the completion of guarantee tests and handing over of the PLANTS and facilities to OWNER.
32.	FINAL PROPOSAL means the document containing up to date technical offer of CONTRACTOR and technical information, data, etc., including drawings as agreed to in writing between the CONTRACTOR and OWNER, which is annexed to CONTRACT.
33.	'FORCE MAJEURE' has the meaning stated in Sub-clause 35.0.
34.	'GCC' or GENERAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of this agreement as defined in the Part I Section 2
35.	'GUARANTEED COMPLETION DATE' shall mean the date which is 27 months after the Effective Date, subject to any extensions expressly provided for hereunder upon which date CONTRACTOR shall have achieved PRELIMINARY ACCEPTANCE and OWNER has issued the PRELIMINARY ACCEPTANCE CERTIFICATE.
36.	'INDIAN AGENT' shall mean the person, firm or company nominated as such by the CONTRACTOR to represent the CONTRACTOR for this CONTRACT in India.
37.	'INSPECTOR' shall mean the duly authorised representative of the OWNER for stage wise or final inspection of WORKS or of EQUIPMENT or MATERIALS to be supplied under the CONTRACT.

38.	<p>'LEGISLATION' means all applicable laws, directives, codes, statutes, rules, ordinances, approvals, licences, decrees, authorizations, by-laws, regulations, standards and any other requirement of any governmental authority or agency whether international national, state, municipal, local or other government subdivision, having the force of law in any place where the WORKS or any part of the WORKS are being carried out.</p>
39.	<p>'MANUFACTURER' shall mean a person or firm who is the producer and supplier of material and/ or designer and/or fabricator of equipment to either the OWNER, the CONTRACTOR or both under the CONTRACT.</p>
40.	<p>'MATERIALS' means machinery, plant and other items of equipment and materials intended to form part of the PLANT and other things needed for its operation, to be supplied by the CONTRACTOR.</p>
41.	<p>MECHANICAL COMPLETION" shall mean completion of erection to such an extent that the PLANT is ready for commissioning. This shall happen when:</p> <ul style="list-style-type: none"> A) The EQUIPMENT capable of producing to rated capacities are installed, aligned and grouted (wherever applicable) in accordance with drawings, specifications as per finally approved P&I Diagrams after HAZOP Studies and in accordance with all applicable codes, and laws. B) All pressure EQUIPMENT are hydrostatically or pneumatically tested once either in CONTRACTOR'S shop or in the field in accordance with Technical Specifications. C) Boilers are hydrostatically or pneumatically tested. All non-operating preferring checks are made in accordance with the manufacturer's instructions. D) Compressor, Pumps, Machinery etc. are cold aligned. Couplings are assembled and guards installed. E) Instruments, control system, instrument cable, safety interlock are installed, inspected and such non-operating checks are made as to ensure operability in the manner required for the process application. Instrument air lines are checked for correct hook up. Air lines are leak tested. F) Relief valves are installed, prior to this they should have been checked by the CONTRACTOR in the CONTRACTOR's shop. G) Piping is hydrostatically or pneumatically tested in accordance with the specifications. Special treatment such as chemical cleaning is done as required by drawing or specifications. Suction screens are installed and test blinds are removed. Spring support anchors and guide are checked for removal of all shipping locks. H) The electric system is installed and tested in accordance with and to the extent required by electrical specifications. All wiring is checked for correct hook up. Motor rotation is checked. All power system protective devices are set. I) Insulation and drying out are completed to the extent necessary to permit start of commissioning and start up. J) Pipe support system installed as per drawings. K) Painting is completed. EQUIPMENT /MACHINERY, piping duly marked and

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	<p>labelled.</p> <p>L) Safety equipments, systems are installed and checked for operations. Effluent management and treatment systems are installed and operational.</p> <p>M) PRECOMMISSIONING has been completed.</p> <p>N) The PLANT is ready to take feed</p> <p>O) Liquidation of all punch list applicable for achieving MECHANICAL COMPLETION. Balance items of punch list, if any, shall be liquidated as mutually agreed.</p>
42.	'MONTH' shall mean the calendar month.
43.	'NOTICE OF AWARD OF THE CONTRACT'/'LETTER OF INTENT' shall mean the official notice issued by the OWNER notifying the CONTRACTOR that his bid has been accepted, subject to such conditions as may have been stated therein as agreed on between CONTRACTOR and OWNER and that the CONTRACTOR is required to sign the CONTRACT Agreement.
44.	'NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation.
45.	'OTHER CONTRACTOR/OTHERS' shall mean any person(s) having a contract with the OWNER to design, supply, erect, set to work, or do any other thing to or in connection with any other plant and shall include their, heirs, legal representatives, successors and permitted assigns.
46.	'OWNER' shall mean the Rashtriya Chemicals and Fertilizers Limited (RCF) having its registered office at - Priyadarshini, Eastern Express Highway, Sion, Mumbai-400022, INDIA
47.	'PERFORMANCE & GUARANTEE TESTS' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the CONTRACT documents of the equipment by the CONTRACTOR, before the plant is taken over under guarantee by the OWNER.
48.	'PLANT' means Ultrafiltration Unit and Associated Facilities which shall mean the process units as defined in the design basis as per PART-II, TECHNICAL, SECTION 2.0 of NIT.
49.	'PRELIMINARY ACCEPTANCE' shall mean that following milestones have been achieved (i) MECHANICAL COMPLETION has occurred, (ii) PRE-COMMISSIONING and COMMISSIONING of the PLANT have been accomplished, (iii) the Sustained Load Test has been passed, (iv) the PLANT has passed all Performance Tests and is in compliance with all applicable Laws (v)

	<p>OWNER has Accepted the Plant (vi) CONTRACTOR and OWNER agree that the PLANT is ready for normal continuous operation (vii) all Government approvals required to operate and maintain the PLANT have been obtained by contractor (viii) OWNER has confirmed that the PLANT conforms with the requirement under the WORK (ix) OWNER has received all DOCUMENTS required hereunder for OWNER to start up, operate and maintain the PLANT (x) OWNER has received all operations, maintenance, and spare parts manuals and instruction book necessary to operate and maintain the PLANT in a safe, efficient and effective manner (xi) all special tools and spare parts purchased by CONTRACTOR as provided herein have been delivered to OWNER; and (xii) CONTRACTOR has completed the training program of OWNERS personnel as required under this CONTRACT(xiii) All demonstration runs have been successfully completed (xiv) All the statutory clearances required to operate and maintain the PLANT have been obtained by contractor (xv)Liquidation of all punch list applicable for achieving PRELIMINARY ACCEPTANCE. Balance items of punch list, if any, shall be liquidated as mutually agreed.</p>
50.	'PRELIMINARY ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR following satisfaction of conditions under PRELIMINARY ACCEPTANCE, the acceptance of which commences the DEFECT LIABILITY PERIOD.
51.	"PRE-COMMISSIONING" shall mean preparation of PLANT so that it is capable of operating on a continuous basis at or near rated capacity for carrying out COMMISSIONING activities.
52.	'PROJECT' shall mean the Project specified in the Technical specification.
53.	PROJECT MANAGER shall mean the person designated by the OWNER and shall include those who are expressly authorised by the OWNER to act for and on his behalf for operation of this CONTRACT.
54.	Deleted.
55.	'PURCHASER' shall mean OWNER
56.	'SCC' or SPECIAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of this agreement as defined in the Part I Section 3
57.	'SITE' shall mean and include the land and other places on, into or through which the EQUIPMENT and related facilities shall be erected and any adjacent land, paths, streets or reservoirs which may be allocated or used by the OWNER or CONTRACTOR in the performance of the CONTRACT.
58.	'SOFTWARE' means all forms of software and firmware and their documentation.
59.	'SPECIFICATION' shall mean collectively all the terms and stipulations in Conditions of the CONTRACT, the Technical Specifications, schedules, detailed descriptions, statement of Technical Data, performance characteristics, standards

	& codes etc., and subsequent addenda issued thereto before the date of closing of bid and all written agreements made or to be made pertaining to the method and manner of performing the Work or to the quantities and the qualities of the materials to be furnished under this CONTRACT.
60.	'START UP' shall mean bringing the equipment covered under the CONTRACT from an inactive condition, when construction is essentially complete, to the state ready for initial operation. The start-up shall include preliminary inspection and checkout of EQUIPMENT and supporting sub-systems; perform calibration and corrective action and chemical cleaning of the plant/system/equipment covered under the CONTRACT.
61.	'SUB-CONTRACTOR' shall mean any person or persons, or firm(s) including his/their, heirs, legal representatives, successors and permitted assigns selected by the CONTRACTOR with prior written approval of the OWNER for undertaking any part of the Works under the CONTRACT or to whom any part of the CONTRACT is sublet by the CONTRACTOR with the consent in writing of the OWNER.
62.	'TAKE OVER', 'TAKING OVER' AND 'TAKEN OVER' shall mean (i) OWNER taking possession of and use of the PLANT following issue of PRELIMINARY ACCEPTANCE CERTIFICATE. (ii) OWNER, by exercising the option, takes possession of the PLANT after three failed PERFORMANCE & GUARANTEE TESTS for reason attributable to CONTRACTOR.
63.	'TEMPORARY WORKS' means all temporary works and structures of every kind construed at the Site and required for the provision and construction of the PLANT.
64.	'TEST ON COMPLETION', shall mean all such tests as prescribed in NIT/Contract Documents to be performed by the CONTRACTOR have been carried out satisfactorily.
65.	'THIRD PARTY SOFTWARE' means standard Software which is owned by a third party.
66.	'TOTAL CONTRACT PRICE / CONTRACT PRICE / LSTK PRICE' shall mean the total price payable to the CONTRACTOR for the full and proper performance of it's contractual obligations under the CONTRACT.
67.	' GST ' means any tax or cess or both imposed on the supply of goods or services or both under GST Law. GST Laws ' means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, respective UTGST Act and respective SGST Act, 2017 and all related legislations, Rules, Notifications, Orders, etc.
68.	'WEEK' shall mean continuous period of 7 (Seven) DAYS.

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69.	'WORK' OR 'WORKS' means the license, design, engineering and other services to be provided by the Contractor including, but not limited to, the provision and construction of the PLANT and any Temporary Works and the subsequent dismantling or removal of the Temporary Works when no longer required, and any other works to be carried out by the CONTRACTOR in accordance with the CONTRACT.
70.	'WRITING' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
71.	NOTICE INVITING TENDER (NIT)/ INVITATION TO BID means Tender as originally issued and any addendum/Amendment(s) issued thereafter.
72.	MUTUALLY AGREED DAMAGES (MAD) means the predefined mutually agreed rates between OWNER and CONTRACTOR as detailed in NIT representing the CONTRACTOR's liability (without possibility to recourse at law) for the delay in achieving GUARANTEED COMPLETION DATE and/or for the failure to meet Work Cost Guarantee provided under Article 31 of GCC for reasons attributable to the CONTRACTOR.

4.0 CONTRACT CONFIRMATION

- 4.1 Within fifteen (15) days from date of receipt of the CONTRACT, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued.
- 4.2 After CONTRACT confirmation/signing, the terms and conditions contained therein take precedence over CONTRACTOR's bid conditions and all previous correspondence.
- 4.3 If after award of CONTRACT, the CONTRACTOR does not acknowledge receipt of award of order and/or fails to deposit the SECURITY CUM PERFORMANCE BANK GUARANTEE within the time period specified in the CONTRACT, the OWNER reserves the right to cancel the CONTRACT and impose suspension of Contractor without prejudice to various rights and remedies the OWNER may be entitled to as per terms and conditions of CONTRACT and without being liable in any manner whatsoever to the CONTRACTOR.

5.0 MODIFICATIONS IN CONTRACT

- 5.1 All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when accepted in writing by OWNER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed completion date and also shall not affect the performance of CONTRACT in any manner except to the extent mutually agreed to, through a modification to CONTRACT.
- The PARTIES shall have the right to modify or amend the CONTRACT subject to an adjustment in the CONTRACT PRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, or pursuant to mutual agreement.

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5.2 OWNER shall not be bound by any printed conditions, provisions in the CONTRACTOR's bid forms or acknowledgement of CONTRACT, packing list and other documents which support to impose any condition at variance with or supplemental to CONTRACT.

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

6.1 The CONTRACTOR shall not, without the OWNER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.2 The CONTRACTOR shall not without the OWNER's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the CONTRACT.

6.3 Any document other than CONTRACT, itself, enumerated in Clause 6.1 shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the CONTRACTOR's performance under the CONTRACT if so required by the OWNER.

7.0 PATENT INFRINGEMENT AND INDEMNIFICATION

7.1 PATENT INFRINGEMENT

7.1.1 CONTRACTOR shall at all times, indemnify and keep indemnified OWNER against all claims or suits and defend, at its own cost, any suit or action brought against OWNER and hold OWNER free and harmless against all costs of such claims or suits which may be made against OWNER in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process licensor's processes used in PLANT. OWNER shall pass on all claims made against it to CONTRACTOR for settlement.

7.1.2 CONTRACTOR declares that to the best of its knowledge and belief the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process licensor's processes used in PLANT will not infringe any valid patent rights of a third party. However, if at any time such infringement arises, CONTRACTOR agrees to keep OWNER indemnified and harmless against such claims and costs thereof and make arrangements that will allow OWNER to continue the operation of PLANT.

7.1.3 OWNER shall promptly advise CONTRACTOR in writing of any claim of infringement or any action for infringement of patents brought against it by a third party and based upon the use of CONTRACTOR's Technical Information. If such use is in accordance with instructions given in writing by CONTRACTOR, CONTRACTOR shall undertake the defence, or assist OWNER in the defence, of the claim or suit up to final judgment or settlement.

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7.1.4 CONTRACTOR shall undertake the defence on behalf of OWNER and shall have sole charge and direction of the defence, and shall bear all costs related thereto. CONTRACTOR shall further hold OWNER harmless from any damages or other sums that may become payable by OWNER under a final judgment or settlement. However, OWNER shall render to CONTRACTOR all reasonable assistance that may be required by CONTRACTOR in the defence, and shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.

7.1.5 In addition to the measures specified in Clause-7.1.4, CONTRACTOR may further, at its option, however, in reasonable consultation with OWNER, seek to abate the alleged infringement by modification of PLANT or its operation without adversely affecting the performance and/or secure for OWNER immunity from suit for infringement. In such case, CONTRACTOR shall bear/ reimburse OWNER for all costs related to said modification and to said immunity.

7.1.6 In the event that OWNER is legally restrained from operating PLANT on account of any infringement action or suit, CONTRACTOR shall take all possible actions to allow OWNER to operate and use PLANT.

7.1.7 Neither CONTRACTOR nor OWNER shall settle or compromise any suit or action without the written consent of the other if settlement or compromise obliges the other to make any payment or part with any property or assume any obligations or surrender any rights or to be subjected to any injunction by reason of such settlement or compromise.

7.1.8 Notwithstanding any other provisions under this CONTRACT, the liabilities arising on account of patent infringement shall be unlimited and all costs to these liabilities shall be borne by contractor.

7.2 INDEMNITIES

7.2.1 INDEMINIFICATION FOR LIABILITIES

7.2.1 CONTRACTOR Indemnification for Liabilities

To the fullest extent permitted by Law, CONTRACTOR assumes liability for, and agrees to indemnify, protect, save and hold harmless OWNER from and against any and all Liabilities (including, any strict liability), of whatsoever kind and nature and whether or not involving damage to WORKS or SITE that may be imposed on, suffered or incurred by or asserted against OWNER and in any way relating to or arising out of (i) WORK, any EQUIPMENT (ii) the presence, discharge, treatment, storage, transportation, disposal, escape or release of any Hazardous Substance, or the threat thereof, at, to or from SITE after commencement of work (iii) The performance of WORK, or as a result of personal injuries (including wrongful death); (iv) the violation by CONTRACTOR or any SUB-CONTRACTOR/VENDOR of any Government Approval or applicable Law relating to WORK (v) any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify OWNER for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT .However the contractor shall indemnify the owner where the liability arises from an act or omission of CONTRACTOR or any SUB-CONTRACTOR/VENDOR or any other

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Person directly or indirectly employed by either of them or anyone for whose acts either of them may be liable that was a contributory cause of such liability after preliminary acceptance..

Contractor shall ensure that in addition to “Erection All risk policy” the coverage in respect of workmen compensation, Medi claim Policy, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.

7.2.2 **CONTRACTOR Indemnification for Taxes**

It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold OWNER harmless from and against of all Taxes arising from the performance of WORK and all such Taxes, shall be deemed to be included in TOTAL CONTRACT PRICE.

7.2.3 **Indemnification by SUB-CONTRACTOR/VENDOR**

CONTRACTOR shall obtain from each SUB-CONTRACTOR/VENDOR, which is an affiliate, and shall use all reasonable efforts to obtain from each SUB-CONTRACTOR/VENDOR, an indemnification materially similar in form and substance to Clause-7.1, and Clause-7.2.2 of which the OWNER shall be named as beneficiary.

7.2.4 **Payment of Amounts under this Clause**

Except to the extent covered by insurance, all amounts payable and due by CONTRACTOR to OWNER under this Clause shall be deducted from CONTRACT PRICE or any other amounts owed by OWNER to CONTRACTOR here under. If such amounts payable by OWNER to CONTRACTOR are less than the amounts payable and due by CONTRACTOR under this Clause, CONTRACTOR shall be liable to OWNER for such excess and shall pay such amount to OWNER immediately upon demand.

7.2.5 **Permits and Certificates**

CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. OWNER shall provide the necessary help in obtaining permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.

7.2.6 **Mechanics Lien**

CONTRACTOR agrees to indemnify and hold harmless OWNER against all labourer's material, man's and/or mechanic's liens arising from its work, and shall keep the premises of OWNER free from all such claims, liens and encumbrances.

8.0 **SECURITY CUM PERFORMANCE GUARANTEES**

8.1 Within 30 days after receipt of CONTRACT by CONTRACTOR, the CONTRACTOR shall furnish to the OWNER security in the form of a bank guarantee for faithful completion of

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Project, as per terms and conditions of the Contract, issued by OWNER'S approved list of Banks (Annexure1.20) for an amount equivalent to **10%** of LSTK PRICE.

- 8.2 The proceeds of Security cum Performance Guarantee shall be appropriated by the OWNER as compensation for any loss resulting from the CONTRACTOR's failure to complete their obligations under the CONTRACT without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions of the CONTRACT.
- 8.3 The Security cum Performance Guarantee shall be denominated in the currency/currencies of the CONTRACT.
- 8.4 The Security cum Performance Guarantee in the form of a bank guarantee shall be valid for the duration of the completion period and defects liability period plus three months. The period of defects liability shall be 12 months from the date of PRELIMINARY ACCEPTANCE of WORKS. The bank guarantee shall be suitably extended in event of repair/replacement of equipment or any part thereof during defect liability period to take care of extended warranty period of repair/ replacement. The proforma for this bank guarantee is enclosed as Annexure-1.16. The bank guarantee will be discharged by the OWNER after the CONTRACTOR's performance obligation including any warranty obligation under the CONTRACT. For any component replaced during DEFECT LIABILITY PERIOD, the component should work satisfactorily for a period of 12 months from the date of replacement.

The security deposit cum performance bank guarantee shall be retained by OWNER during the currency of CONTRACT as indicated above, or till settlement of all the accounts thereof whichever is later. In case of any dispute or differences not settled within the validity of bank guarantee contractor shall arrange to get the bank guarantee extended for the period asked for by OWNER. In case bank guarantee is not extended as asked, OWNER shall have the sole discretion to 'call in' the bank to pay the whole or part of the amount of bank guarantee. The above deposit shall be deemed to be security for the faithful performance of the CONTRACT and for the purpose of section 74 of the Indian contract act, 1872 and for the extension of that section. The CONTRACT shall be deemed to be bond given by the CONTRACTOR for the performance of essential duty. In the event of breach of any of the terms and conditions of the contract OWNER shall have the right to draw from the security deposit cum performance bank guarantee whole or part of the value of security deposit cum performance bank guarantee. The amount so drawn shall not in any way affect any remedy to which OWNER may otherwise be entitled or any liability incurred by contractor under the contract or any law for the time being in force relating thereto or bearing here upon. This security-cum-performance deposit shall be refunded after CONTRACT has been successfully completed and certificate to this effect has been issued by OWNER. It shall be lawful for OWNER if any differences or dispute is likely to arise to defer payment of the security deposit cum performance bank guarantee or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. Security deposit cum performance bank guarantee amount shall not bear any interest.

NOTE

- 1) Any bank guarantee may it be for Bid Security or Performance shall be issued by OWNER'S approved list of Banks (Annexure1.20).
- 2) The non-judicial Stamp paper of Rupees Five hundred only or equivalent document value prevailing in the country of the CONTRACTOR shall have to be purchased in

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the name of the bankers executing the bank guarantee and not in the name of the CONTRACTORS.

9.0 CONTRACT AGREEMENT/ WORK ORDER

9.1 The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT.

10.0 MANNER OF EXECUTION OF CONTRACT

10.1 All documents as per Clause 2.0 of GCC shall be included in the CONTRACT document and detailed specifications be inserted as mutually agreed between OWNER and CONTRACTOR.

10.2 Every page of the CONTRACT agreement shall be initialled by the authorised representatives of OWNER and CONTRACTOR under the Seal of their respective Companies.

10.3 The CONTRACT agreement shall be prepared on stamp paper as per specified Form of Contract as per Annexure- 1.24.

10.4 The CONTRACTOR shall present the above CONTRACT so prepared in three copies along with proper power of attorney and other requisite material on the day of signing the agreement.

10.5 One signed copy shall be returned to CONTRACTOR while the other two including the original shall be retained by OWNER.

10.6 Deleted

10.7 Notwithstanding anything mentioned in any other clause, any conditions imposed from time to time by Government of India shall be followed by the CONTRACTOR.

11.0 EFFECTIVENESS AND JURISDICTION OF CONTRACT

11.1 The CONTRACT shall be considered as having come into force from the EFFECTIVE DATE of the CONTRACT.

11.2 The laws applicable to this CONTRACT shall be the laws in force in India from time to time and shall be subject to the jurisdiction of the Court in Mumbai.

12.0 ASSIGNMENT OR SUBLETTING OF CONTRACT AND SUB-CONTRACTING

12.1 Neither CONTRACTOR nor OWNER shall assign CONTRACT or any part of it or any share of interest therein, without the prior written consent of the other party. This consent shall not be unreasonably denied.

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12.2 CONTRACTOR shall not subcontract the whole or any part of WORK without the prior written consent of OWNER provided always that CONTRACTOR may subcontract any part of WORK to any of its affiliates or subsidiaries in which event CONTRACTOR shall remain fully responsible to OWNER for the work performed by such affiliates or subsidiaries.

12.3 Sub-Contracts and Purchase Orders

12.3.1 General

All vendors, suppliers, consultants and SUB-CONTRACTORS providing equipment, materials, construction equipment, or services to CONTRACTOR under a SUBCONTRACT, purchase order or similar purchase form or arrangement with CONTRACTOR for the performance of the WORK under this CONTRACT are herein referred as "SUB-CONTRACTORS"/ "VENDORS", and any such SUBCONTRACTS, purchase orders and similar purchase forms and arrangement entered into by or on behalf of CONTRACTOR with SUB CONTRACTORS/VENDERS are herein referred to as "SUBCONTRACTS" provided that none of OWNER's CONTRACTORS or SUBCONTRACTORS shall be deemed to be a SUBCONTRACTORS under of the CONTRACTOR. The CONTRACTOR shall be obligated to select SUBCONTRACTORS it retains in connection with the performance by CONTRACTOR of the WORK from a SUBCONTRACTORS list which would be finalised and approved by the OWNER in the FINAL PROPOSAL. OWNER and CONTRACTOR may by mutual agreement add to or delete from such list from time to time and approve any successor or replacement of any person listed on such list or any other vendor, supplier, material-man, consultant or SUBCONTRACTOR.

12.3.2 Approval of Major SUB-CONTRACTOR/VENDOR

12.3.2.1 The vendor list for procurement of EQUIPMENT and the list of SUB-CONTRACTOR shall be as attached in the NIT. Any changes to such list of VENDOR/SUB-CONTRACTOR shall require the prior approval of OWNER. CONTRACTOR shall provide name, address, fax/telex number and name of contact person of major VENDOR/SUB-CONTRACTOR for use in future, to OWNER. Vendors, Subcontractors as per agreed Vendor list are not subject to approval.

12.3.2.1.1 A. Deleted.

B. As it is not possible to ascertain credentials of all the vendors suggested by Bidders at this stage, following prequalification criteria, shall be adopted:

The BIDDER should specify, while pre-qualifying the vendors, that during the past 15 years the Vendor should have supplied at least two similar plant equipments or machinery. The BIDDER should satisfy themselves that sufficient documentary proof is submitted by the Vendors in support of this criterion.

The Bidder would be ultimately responsible for verifying the credentials, the quality of the equipment, machinery and timely supply.

C. In spite of serious follow up verification of credentials of Vendors from China is very difficult within limited time. Given the Critical nature of the plant and very high degree of reliability, Chinese vendors may be considered for this Project if they meet the criteria of having supplied, during the last 15 years, at least two similar plant equipment or

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machinery for similar duties and operating conditions provided that the referenced supplies were made to India. Further, vendors from countries which share land border with India must be registered with Competent Authority in line with Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India.

- 12.3.2.2 The review, approval and consent by OWNER as to the agreed SUB-CONTRACTOR's/VENDOR List or as to CONTRACTOR's entering into any SUB-CONTRACT / PURCHASE ORDER shall not relieve CONTRACTOR of any of its duties, liabilities or obligations under this CONTRACT and CONTRACTOR shall be liable hereunder to the same extent as if any such Subcontract had not been entered into.
- 12.3.2.3
- (a) CONTRACTOR shall provide to OWNER such information concerning the SUB-CONTRACTORS as OWNER may from time to time reasonably request and shall ensure that each SUBCONTRACT contains provisions in all material respects not less stringent than the provisions of the CONTRACT and shall include terms and provisions required to be included pursuant to the CONTRACT. In the event of termination of the CONTRACT under Clause 34.0 herein, CONTRACTOR shall forthwith deliver to OWNER a copy of each SUBCONTRACT.
 - (b) CONTRACTOR shall supervise and direct the work of all SUB-CONTRACTORS/VENDORS and shall be responsible for all design; engineering; procurement; manufacturing; transportation; delivery; fabrication; construction; commissioning; start-up and testing means, erection, operation, maintenance, repair; methods; techniques; sequences and procedures of; and for co-ordinating the work of SUB-CONTRACTORS/ VENDORS.
 - (c) If CONTRACTOR fails to correct, or commence to correct and prosecute the correction with due diligence of deficient or defective work performed by any SUB-CONTRACTOR/VENDOR within reasonable time as provided by OWNER (provided it doesn't materially impact safe operation of plant), after receipt by CONTRACTOR of a notice from OWNER with respect thereto, OWNER may (but shall not be obligated to), after seven days following receipt by CONTRACTOR of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient work at risk and cost of CONTRACTOR.
 - (d) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to perform the SUB-CONTRACTS in accordance with the relevant requirements of the CONTRACT including FINAL PROPOSAL, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/VENDORS and Manufacturers and all insurance policies relating to the PLANT or the WORK.
 - (e) CONTRACTOR shall be solely responsible for paying each SUB-CONTRACTOR/VENDOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to or inconvenience with the PLANT or the WORK.

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CONTRACTOR shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.

- (f) In performing the duties incidental to its responsibilities hereunder, CONTRACTOR shall issue to the SUB-CONTRACTORS/VENDORS such directives and impose such restrictions as may be required to obtain such compliance herewith and with the terms of the SUBCONTRACTS.

12.3.2.4 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 Specification 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 OWNER after expiry of DEFECT LIABILITY PERIOD.
- (b) Neither CONTRACTOR nor its SUBCONTRACTORS/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 subcontractor/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 part 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 12.3.2.4(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/VENDORS to be covered by the insurance specified in the CONTRACT, during the time in which they are engaged in performing WORK.
- (g) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to release

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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.

12.3.2.5 **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/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/VENDORS shall not relieve CONTRACTOR of any duties, liabilities or obligations under this CONTRACT.

- 12.3.3 All WORK performed or EQUIPMENT supplied by SUB-CONTRACTOR/VENDOR shall be pursuant to an appropriate SUB-CONTRACT, PURCHASE ORDER or similar agreement which shall, as appropriate, contain provisions that:
- 12.3.3.1 Preserve and protect all the rights of OWNER here under for WORK to be performed or EQUIPMENT to be supplied under PURCHASE ORDER or SUB-CONTRACT.
- 12.3.3.2 Require that such WORK be performed or EQUIPMENT be fabricated, supplied and installed in strict accordance with the applicable requirements of this CONTRACT.
- 12.3.3.3 Obligate such SUB-CONTRACTOR/VENDOR to consent to and be bound by those obligations under this CONTRACT which by their terms are intended to also obligate such SUB-CONTRACTOR/VENDOR, including the provisions of this Clause.
- 12.3.3.4 Require such SUB-CONTRACTOR/VENDOR to provide and maintain adequate insurance consistent with requirements for companies of similar size and performing similar services. Permit the assignment of such SUB-CONTRACT/PURCHASE ORDER by CONTRACTOR to OWNER

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12.3.3.5 Include a price list (which shall be valid for a period of at least for 12 months from the date of commissioning) covering all operational spares and replacement parts relating to the subject matter of such PURCHASE ORDER or SUB-CONTRACT.

12.3.4 **CONTRACTOR Responsible for WORK**

12.3.4.1 CONTRACTOR is responsible for WORK, and that the performance thereof conforms in all respects to the requirements of this CONTRACT, regardless of any failure of any SUB-CONTRACTOR/VENDOR to perform or any disagreement between any SUB-CONTRACTOR/VENDOR or between any SUB-CONTRACTOR/VENDOR and CONTRACTOR. CONTRACTOR shall furnish such information relative to its SUB-CONTRACTOR/VENDOR (including copies of unpaid SUB-CONTRACT or PURCHASE ORDER) as OWNER may request.

12.3.5 **Damages**

12.3.5.1 It is within the discretion of Contractor, that CONTRACTOR shall agree to hold all SUBCONTRACTOR/ VENDOR, including all persons directly or indirectly employed by them, responsible for any damages due to breach of CONTRACT caused by them or any negligent act and to diligently endeavour to effect recoveries in such damages.

13.0 **STANDARDS**

“The goods and services supplied under this CONTRACT shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, the standards shall conform to the Bidder’s / manufacturer’s/licensor’s standards. “

14.0 **INSTRUCTIONS, DIRECTIONS**

14.1 The materials described in CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached hereto and/or enclosed with the CONTRACT itself and according to all conditions both general and specific enclosed with the CONTRACT, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.

- A) All instructions and orders to CONTRACTOR shall, excepting what is herein provided, be given by OWNER/ CONSULTANT
- B) All the work shall be carried out under the direction of OWNER and according to the CONTRACT requirements..
- C) All communications including technical/ commercial clarifications and/ or comments shall bear reference to the CONTRACT.
- D) Invoice for payment against CONTRACT shall be addressed to OWNER.
- E) The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.

15.0 **INSPECTION, TESTING AND EXPEDITING**

15.1 The OWNER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the OWNER require and where they are to be conducted. The OWNER shall notify

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the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by OWNER's representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.

- 15.2 The inspections and tests may be conducted on the premises of the CONTRACTOR or his SUB-CONTRACTOR at point of completion and/or at the good's final destination. When conducted on the premises of the CONTRACTOR or his SUBCONTRACTOR, all reasonable facilities and assistances including access to drawings and production data shall be furnished to the inspector at no charge to the OWNER.
- 15.3 CONTRACTOR shall be held responsible for any possible delay in the approval or testing phase as well as for any possible delay in the remittance of necessary certificates. Delay on the part of the above mentioned institutions will not be considered a case of 'Force Majeure'.
- 15.4 Participation or presence of OWNER or their representatives at any tests or their failure to be present at or to witness any tests to be undertaken pursuant here to shall not in any way or manner relieve or release the CONTRACTOR from any of its warranties, guarantees or other obligations under the CONTRACT.
- 15.5 Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to the OWNER.

16.0 TIME SCHEDULE AND PROGRESS REPORTING

16.1 Time Schedule Network/Bar Chart

- 16.1.1 Together with the CONTRACT confirmation, CONTRACTOR shall submit to OWNER, his time schedule regarding the documentation, supply and manufacture of equipment and materials as well as information of his SUBCONTRACTS to be placed with third parties, including the dates on which CONTRACTOR intends to issue such SUB CONTRACTS. A complete activity-wise time schedule shall be furnished by the contractor to meet the completion time quoted in months from the date of notification of award.
- 16.1.2 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 raw materials, manufacturing, testing, delivery, erection & commissioning.
- 16.1.3 The original issue and subsequent revisions of CONTRACTOR's time schedule and or SUB-CONTRACTORS' time schedules shall be sent in four copies (of which one shall be reproducible) to OWNER.
- 16.1.4 The time schedule network/bar chart shall be updated at least every month using the latest 'Project Management software', i.e. Primavera (latest version), acceptable to the OWNER.

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16.2 Progress Trend Chart/Monthly Report

- 16.2.1 CONTRACTOR shall report fortnightly to OWNER, the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 16.2.2 The progress will be expressed in percentages shown in the progress trend chart.
- 16.2.3 The first issue of the progress trend chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 16.2.4 The monthly reporting will bear the updating of the progress trend chart.
- 16.2.5 OWNER or his representatives shall have the right to inspect CONTRACTOR's premises to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule documentation.
- 16.2.6 Irrespective of such inspection, CONTRACTOR shall advise OWNER at the earliest possible date of any anticipated delay in the programme indicating the reasons thereof and corrective measures proposed thereto.
- 16.2.7 Deleted.
- 16.2.8 Deleted
- 16.2.9 The time for completion and phased time schedule shall be subject to and in accordance with the provision of Sub-Clauses 16.2.10, and 16.2.12 below.
- 16.2.10 Neither OWNER nor CONTRACTOR shall be considered in default in performance of their obligations if such performance is prevented or delayed by FORCE MAJEURE conditions as stated in Clause 35.0.
- 16.2.11 Deleted.
- 16.2.12 Should the CONTRACTOR's preparation for the commencement of the work or any portion of it or its subsequent rate of progress be from any cause whatsoever, so slow and reasons for delay solely attributed to the contractor, the CONTRACTOR will not be able to complete the work or any portion thereof within the stipulated time for completion, the provisions of Clause 34 of GCC shall apply.

17.0 CONTRACTOR TO INFORM HIMSELF FULLY

17.1 Contractor to Inform Himself

- 17.1.1 The CONTRACTOR shall be deemed to have carefully examined the specification thoroughly and to have removed any doubts he may have had as to the meaning of the Specification and in addition to have fully informed himself as to the site and local

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conditions affecting the carrying out of the CONTRACT and to have made due allowance in his offer. If he shall have any doubt as to the meaning of any portion of the CONTRACT documents, he shall, at the time of bid submit the particulars in writing to the OWNER. The OWNER will provide necessary clarifications in WRITING to the CONTRACTOR. The soil investigation report furnished in the technical part is indicative only and is enclosed purely for information/guidance purpose to the bidders. The contractor shall carry out its own detailed soil investigation for the proposed plant. Design of the foundation system of the plant shall be based, only on the site specific report. Nothing extra shall be paid in case of any variation arising out of the soil report conducted report conducted by the bidders and the data given in the tender is only for guidance purpose.

17.2 Discrepancies in Documents

17.2.1 If the CONTRACTOR finds any discrepancies between the Specification, drawings or schedules he shall immediately refer them to the OWNER for decision. Figured dimensions on the drawings shall be followed. Dimensions shall not be scaled unless permission is given in writing by the OWNER.

17.3 Any information otherwise obtained from the OWNER shall not in any way relieve the CONTRACTOR of his responsibility to fulfil his obligations under the CONTRACT.

18.0 SUITABILITY OF PLANT FOR INTENDED PURPOSE

18.1 It is a condition of the CONTRACT and the CONTRACTOR warrants that the PLANT will be suitable in all respects for the purpose mentioned or inherent in the specification.

18.2 Without limiting the generality of the foregoing clause, the CONTRACTOR shall ensure before complying with any direction, that compliance by the CONTRACTOR with that direction will not render the plant unsuitable in any respect for the aforesaid purposes or otherwise prevent the CONTRACTOR from carrying out the CONTRACT in accordance with the terms thereof.

18.3 The CONTRACTOR shall give notice to the OWNER within fifteen (15) days after receipt of any requirement or direction which he considers will render the plant unsuitable in any respect or is not in accordance with the meaning and intent of the CONTRACT otherwise prevent the CONTRACTOR from carrying out the CONTRACT as aforesaid and submit to the OWNER a proposal or proposals for modifying the requirement or direction. Failure to file an objection within the allotted time will be considered as acceptance of the OWNER decision and the decision shall become final and binding.

19.0 FEES FOR ROYALTIES AND PATENT RIGHTS

19.1 Payment Due to be Included in CONTRACT PRICE

19.1.1 All payments for royalties, patent rights and fees due to or payable for or in connection with any matter or thing used or required to be used in performance of the CONTRACT or to be supplied under the CONTRACT, whether payable in one sum or by instalments

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or otherwise, shall be included by the CONTRACTOR in the prices named in the CONTRACT and shall be paid by CONTRACTOR to whom such payments may be due or payable.

19.2 **Payment to the CONTRACTOR by OWNER**

19.2.1 Final payment to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the CONTRACTOR is in such suit or proceedings, held to constitute infringement, and its use is enjoined, the CONTRACTOR shall, at his option, and at his own expense, either procure for the OWNER the right to continue use of the said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so that it becomes non-infringing.

20.0 **ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES REGULATIONS AND BYE-LAWS**

20.1 **Complying With Regulations**

20.1.1 Throughout the execution of the WORK, the CONTRACTOR shall comply with the requirements of all applicable laws and regulations, bye-laws or orders made there under and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. The OWNER shall, when requested by the CONTRACTOR, give all reasonable assistance to the CONTRACTOR in obtaining information concerning local conditions.

20.1.2 Before making any departure from the specification or drawings which may be necessary to conform to such requirements, the CONTRACTOR shall give the OWNER written notice specifying the departure proposed to be made and the reason for making it and applying for instructions thereon from owner. If the CONTRACTOR does not receive such instructions from owner within thirty (30) days, he shall conform to those requirements and inform the OWNER accordingly.

20.2 **Notices and Fees**

The CONTRACTOR shall give all notices required to be given by the Acts, regulations, bye-laws, orders and requirements referred to in sub-clause 20.1 of this clause and shall pay all fees payable in connection herewith.

21.0 **TIME - PROJECT SCHEDULE**

21.1 The time and the date of completion of the works as stipulated in the CONTRACTOR's proposal and accepted by the OWNER shall be deemed to be of the utmost importance. The CONTRACTOR shall so organise his resources and perform his work as to complete it not later than the date agreed to.

21.2 The contractor shall submit The primavera level 3 pert schedule within thirty (30) days or as specified elsewhere after effective date of the CONTRACT.

The primavera level 3 pert schedule shall be for OWNER's review and be based on a level 2 schedule as attachment to the CONTRACT. Such level 2 schedule shall show the

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execution periods for (i) engineering, (ii) procurement & delivery of equipment and materials, (iii) civil & erection and (iv) pre-commissioning, commissioning, sustained load test, testing.

Bidder consortium shall be contractually obliged to issue a primavera level 3 pert schedule, provided that such schedule shall not (i) accelerate the OWNER obligations (to be agreed upon prior to Contract award) (ii) change the agreed GUARANTEED COMPLETION DATE

21.3 The above PERT network / Bar Chart shall be periodically reviewed and reports shall be submitted by the CONTRACTOR as directed by the OWNER.

22.0 CONTRACT PRICE

22.1 CONTRACT PRICE/ TOTAL CONTRACT PRICE/LSTK PRICE is inclusive of the cost/fees of CONTRACTOR's obligations as given below briefly but not limited to the following:

- a) Design and Detailed Engineering
- b) First fill of all lubricants, chemicals (required for 15 days), hydraulic oils, and heat transfer media and subsequent filling before handing over to Owner. Bidder shall provide the list of Lubricants, consumables and Chemicals required for one-year period from PRELIMINARY ACCEPTANCE within six months of the award of the contract.
- c) Supply of spares as per Part-II-Technical
- d) Civil and Structural works,
- e) Custom Clearance, Port Handling and onward despatch to SITE and forwarding charges, Octroi if applicable,
- f) Freight up to SITE,
- g) Unloading, storage at Site, Site Assembly, Erection, PRE-COMMISSIONING and COMMISSIONING until PRELIMINARY ACCEPTANCE OF PLANT.
- h) Insurance.
- i) All duties, Levies, Custom duty, GST, BOCW Cess etc. as applicable for execution of work and for supply of goods & services under CONTRACT.
- j) Inspection and expediting charges
- k) Project management and overheads,
- l) Guarantee test runs and handing over of PLANT to OWNER.
- m) Deleted
- n) All other costs, expenses and outgoings of the CONTRACTOR not otherwise expressly set forth herein necessary, required or incidental to the full, complete and proper performance and discharge of the CONTRACTOR's obligations under and in accordance with the CONTRACT including completion of the PLANT in all respects and overheads of the CONTRACTOR.
- o) All the costs related to obtaining all statutory clearances required for the execution of the project and completion of the project till the preliminary acceptance of the plant by owner.
- p) Any other costs not mentioned but necessary for the completion of the scope as per NIT/contract conditions

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- 22.2 OWNER shall pay to CONTRACTOR a Lump-sum / Unit Rate Basis as applicable, for the due and faithful performance of CONTRACTOR's obligations under the CONTRACT. CONTRACT PRICE provided for in this Clause covers entire consideration payable to CONTRACTOR for all obligations of CONTRACTOR. The CONTRACT PRICE is fixed and firm and not subject to any escalation during the contract period unless and otherwise specified in the CONTRACT documents.
- 22.3 CONTRACT PRICE is inclusive of cost of all travel, accommodation, living costs and all other expenses of management and personnel of CONTRACTOR, SUB-CONTRACTOR, VENDOR and their agents for travelling to and from plant SITE and other places/countries as may be necessary for the proper performance of CONTRACTOR's responsibilities under CONTRACT and shall also include all costs and expenses incurred in attending such meetings in connection with CONTRACT as OWNER may reasonably require.
- 22.4 CONTRACT PRICE is inclusive of cost of all CONTRACTOR's EQUIPMENT, materials, services, etc. required to complete WORK under CONTRACT.
- 22.5 The price quoted by the CONTRACTOR in his bid with additions and deletions as may be agreed upon before signing of the CONTRACT, for the entire scope of the work, viz. the Supply of Licence, Carrying out Basic Engineering, Detailed Engineering, Conducting HAZOP Study and incorporating its recommendation in the Project, Supply of PLANTS and associated facilities, EQUIPMENT, Machinery, accessories, auxiliaries, spares and other related items, manufacturing, packing, supplying, arranging comprehensive insurance, primary protection and testing of individual items and assembly where necessary, construction, erection, testing, PRE-COMMISSIONING and COMMISSIONING, PERFORMANCE AND GUARANTEE TEST RUNS, supply of final DRAWINGS & DOCUMENTS etc. as per CONTRACT specifications, on LSTK basis shall be treated as the CONTRACT PRICE/ TOTAL CONTRACT PRICE/LSTK Price.
- 22.6 The price quoted shall be firm and fixed without any escalation whatsoever on any account except the statutory variations in Taxes or introduction of any new taxes, duties, cesses levied by the Government of India within GUARANTEED COMPLETION DATE and otherwise specified in the CONTRACT.
- 22.7 All taxes, duties, licence fees and other such levies as may be applied to the CONTRACT, including Custom Duty on imported items, GST, Octroi, BOCW Cess, corporate income tax in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR in connection with the CONTRACT, are to the account of the CONTRACTOR.
- 22.8 The prices indicated for spare parts in the item wise lists shall be fixed and not subject to any escalation.
- 23.0 DEDUCTIONS FROM CONTRACT PRICE**
- All costs, damages or expenses which the OWNER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by

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action of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

Income Tax including withholding tax (if any) along with surcharge of Income Tax & cess as applicable at the prevailing rate on the gross amount billed shall be deducted from the CONTRACTOR'S bill as per applicable laws and price quoted by BIDDER shall be deemed to include the same.

24.0 Deleted

25.0 PAYMENT TERMS

25.1 The payment to CONTRACTOR for the performance of the WORKS under the CONTRACT will be made by OWNER as per the guidelines & conditions specified herein in Section 3 of PART-1 i.e. SPECIAL CONDITIONS OF CONTRACT.

25.2 Schedule of Payment

The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit collective bills once in every month based on the billing schedule duly certified by OWNER with related documents.

25.3 Due Date for Payment

OWNER will make progressive payments as and when the payment is due as per the terms of payment set forth in the CONTRACT. Payment will become due and payable by OWNER on 30th day from the date of receipt of CONTRACTOR'S bill/invoice by OWNER provided the documents submitted are complete in all aspects and are submitted as per billing schedule.

26.0 TAXES, PERMITS & LICENCES

The CONTRACTOR shall be liable and pay all taxes, duties, levies, lawfully assessed against the OWNER or the CONTRACTOR or the SUBCONTRACTOR in pursuance of the CONTRACT. The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the OWNER indemnified and harmless against any claims that may be made against the OWNER in this behalf. The OWNER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel/sub-CONTRACTOR by Centre/State/Local Authorities. The Taxes shall be deducted where the said provisions shall be applicable and/or obligatory on the part of the OWNER.

26.1 CONTRACTOR is responsible for obtaining Customs clearance permit for temporary importation on re-export basis of CONTRACTOR'S EQUIPMENT, tools and tackles etc. If any duties, taxes and expenses are payable on this, the same will be to CONTRACTOR'S account.

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27.0 PACKING, FORWARDING AND SHIPMENT

- 27.1 The CONTRACTOR shall give complete despatch information concerning the weight, size, content of each package including any other information the OWNER may require.
- 27.2 The CONTRACTOR, wherever applicable shall after proper painting, pack and crate all equipment in such a manner as to protect it 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.
- 27.3 The CONTRACTOR shall notify the OWNER of the date of each shipment from his works, and the expected date for arrival at the site for the information of the OWNER. The CONTRACTOR will be responsible for arranging any requirement of over-dimensional, special rail/road wagon/trailor for transporting.
- 27.4 The CONTRACTOR shall also give all shipping information concerning the weight, size and content of each package including any other information the OWNER may require. CONTRACTOR shall follow the guidelines of Ministry of Road Transport and Highways (MORTH), India, for the shipping/transportation of the all packages/ consignments.
- 27.5 The CONTRACTOR shall prepare detailed packing lists of all packages and containers, bundles and loose materials forming each and every consignment despatched to the site. The CONTRACTOR shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from works till the SITE and also till the EQUIPMENT is erected, tested and commissioned. The CONTRACTOR shall be solely responsible for proper storage and preservation of all equipments & machineries etc.
- 27.6 The CONTRACTOR shall be solely responsible for generation of E-way bills, wherever applicable, for all the packages and containers as required under the GST Laws.

28.0 INSURANCE

- 28.1 CONTRACTOR shall take in the joint name of CONTRACTOR and OWNER comprehensive transit insurance for imported and indigenous goods. Transit-cum-Storage-Erection or its equivalents and third party liability insurance policies with reputed underwriters to cover ALL RISK whatsoever during the whole period starting with dispatch of GOODS from CONTRACTOR's warehouses/ Ex WORKS in foreign country to CIF port of shipment for imported GOODS and EXW at CONTRACTOR's WORKS for indigenous GOODS and shall further cover for performing services in India for transportation, loading, unloading, assembly, erection, testing COMMISSIONING of PLANT till PRELIMINARY ACCEPTANCE.
- 28.1.1 Bidder shall take Public Liability (Third Party) under Public Liability Insurance Act 1991 for Rs. 1.67 Crores and will be part of evaluation. Insurance for surrounding property shall be in scope of the RCF.
Contractor shall ensure that in addition to "Erection All risk policy", the coverage in respect of workmen compensation, Mediclaim Policy, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.

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28.2 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.

28.3 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 authorised to deal directly with insurance company or companies and shall be responsible in regard to maintenance of all insurance covers.

28.4 All insurance including marine insurance is to be covered from IRDA approved insurance company registered in India. There should be a single cover for marine cum inland transit, storage and erection up to PRELIMINARY ACCEPTANCE OF PLANT.

However adequacy, credibility and maintenance of Insurance policies is sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.

All insurance covers shall be taken by CONTRACTOR in joint name of CONTRACTOR and OWNER.

Alternatively, the CONTRACTOR has the option to take separate Insurances as

1. Marine Cargo Insurance for transit of all imported and indigenous goods from Ex Works at Contractor's/ CONTRACTOR's works to Site.
2. Erection and All Risk (EAR) Insurance
3. Third Party Liability Insurance

Marine Cargo Insurance and Third Party Liability Insurance can be a part of Global Policy of the CONTRACTOR. However certificate of endorsement in favour of OWNER shall be provided by the CONTRACTOR from the insurance company. These two global policies of Marine Cargo Insurance and Third Party Liability Insurance shall be counter guaranteed by Indian Insurance Company. However, Erection and All Risk (EAR) is to be covered from Insurance Company registered in India and shall be separate dedicated policies for OWNER.

28.5 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

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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.

- 28.6 License /facilities, to the extent it remains the responsibility of the OWNER, in respect of supplies to be made by the foreign CONTRACTOR from outside India required for purposes of replacement of equipment lost in transit and /or during erection and /or during storage shall be made available by the OWNER. CONTRACTOR shall however, be required to follow the procedure as may be laid down by the Owner to facilitate him arranging such license /facilities. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (during ocean transportation only) etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks till the equipment is taken over by the OWNER. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the CONTRACTOR shall be liable to make good the full replacement/rectification of all equipment/materials and to ensure their availability as per project requirements without additional financial liability to the OWNERS. The workman compensation policy taken by the SUB-CONTRACTOR of the CONTRACTOR shall be passed on to the OWNER.
- 28.7 All cost on account of insurance liabilities covered under the CONTRACT will be to the contractors account and will be included in the CONTRACT PRICE. The CONTRACTOR, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.
- 28.8 Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of CONTRACTOR and OWNER, with CONTRACTOR as Primary Beneficiary and OWNER 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.
- 28.9 The CONTRACTOR shall be fully responsible for pursuing and settling all claims with the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, the CONTRACTOR shall as quickly as possible submit such details as are necessary for settling such claims by underwriters and shall also provide information and assistance necessary to settle the claim. The CONTRACTOR shall also keep OWNER fully informed about progress of each such case.

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29.0 GUARANTEES/ DEFECT LIABILITY PERIOD

- 29.1 It shall be a condition of the CONTRACT and the CONTRACTOR shall guarantee that the plant shall achieve the requirement as set forth herein and as per Part II, Technical of NIT and the provisions of the Section-7.0 shall form part of the CONTRACT.
- 29.2 The CONTRACTOR shall guarantee that the Plants, Equipment and machineries will be new and in accordance with the CONTRACT documents and free from defects in design, material & workmanship and shall give Defect Liability for a period of Twelve (12) calendar months commencing immediately upon PRELIMINARY ACCEPTANCE as per Clause 17 of SCC. The CONTRACTOR's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his SUBCONTRACTOR under normal use and arising from faulty design, materials and/ or workmanship provided always that such defective parts are not repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the CONTRACTOR unless otherwise arranged.
- 29.3 After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without advance notice to the CONTRACTOR and the documented and direct cost of such work shall be paid by the CONTRACTOR but only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.
- 29.4 Deleted
- 29.5 Deleted
- 29.6 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects for which CONTRACTOR is liable under CONTRACT in the PLANT or defective work carried out by the CONTRACTOR shall be borne by the CONTRACTOR.
- 29.7 The acceptance of the equipment by the OWNER shall in no way relieve the CONTRACTOR of his obligation under this clause.
- 29.8 In the case of those defective parts which are not repairable at site but are essential for the commercial use of the equipment and machineries, the CONTRACTOR shall mutually agree to a programme of replacement or renewal which will minimise interruption to the maximum extent, in the operation of the equipment and machineries.
- 29.9 At the end of the DEFECTS LIABILITY PERIOD or the extended DEFECTS LIABILITY PERIOD, the CONTRACTOR's liability ceases. In respect of goods supplied by the SUBCONTRACTORS to the CONTRACTOR where a long guarantee (more than 12 months) is provided by such CONTRACTORS, the OWNER shall be entitled to the benefit of such longer guarantees.
- 29.10 During the guarantee period, the CONTRACTOR shall provide if required by the OWNER the services of operation engineers to advise the OWNER for such period and in such number as may be mutually agreed upon. The CONTRACTOR's operation engineers shall also train the OWNER's personnel, act as a liaison between the OWNER and the CONTRACTOR, assist the OWNER in ordering and obtaining spare parts, generally monitoring operation and maintenance and trouble shooting and supervising repair work under guarantee.

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29.11 The provisions of Clause 48 including the cost of transport, insurance etc. shall be implemented at the CONTRACTOR's expenses.

29.12 The provisions contained in clause 48 will not be applicable. a) If after handing over of the PLANT the OWNER has not operated the equipment according to generally approved industrial practices and in accordance with the conditions of operation specified and in accordance with operation and maintenance manuals if any; b) In cases of normal wear and tear of the parts to be specifically mentioned by the CONTRACTOR in the offer.

29.13 **Guarantees for Time of Completion**

The CONTRACTOR shall guarantee the date of PRELIMINARY ACCEPTANCE of the WORKS calculated from the EFFECTIVE DATE OF THE CONTRACT, for the purpose of determining pre-determined MUTUALLY AGREED DAMAGES on account of delay in completion. No damages will be levied on account of delay in contractual completion for the reasons not attributable to the CONTRACTOR.

29.14 **Performance Guarantees**

CONTRACTOR shall guarantee the performance of PLANT as specified in the Technical Documents.

29.15 **Design and Vendors'/ Sub-Contractors' Guarantees**

29.15.1 CONTRACTOR shall guarantee the design and engineering work carried out by him against mistakes, errors, defective specifications, inadequacy and other such items which lead to the supply of inadequate PLANTS and Facilities. In case of detection of such mistakes, errors, deficiencies etc. the CONTRACTOR shall redo the design and/or engineering work to overcome all such mistakes, errors, deficiencies etc. at no extra cost to OWNER.

29.15.2 CONTRACTOR shall be responsible for all the items of the EQUIPMENT procured by him from VENDORS/ SUB-CONTRACTORS. Further, CONTRACTOR shall replace or repair any item of EQUIPMENT which is demonstrated to be defective under normal operating conditions within 12 (Twelve) MONTHS from the date of PRELIMINARY ACCEPTANCE of PLANTS.

30.0 LIABILITY FOR ACCIDENTS AND DAMAGES

30.1 Under the CONTRACT, the CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of guarantee tests.

30.2 The CONTRACTOR shall indemnify the OWNER in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the OWNER and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the OWNER's instructions) material or workmanship, any breach of the CONTRACTOR's obligations.

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31.0 MUTUALLY AGREED DAMAGES (MAD)

31.1 For Delay in Completion

31.1.1 The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by the OWNER in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarised himself with the site and rights of way, ground conditions, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the CONTRACT.

31.1.2 However, it is not incumbent upon the PROJECT MANAGER to notify the CONTRACTOR when to begin or to cease or to resume work, nor to give early notice of the rejection of a faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility of any consequence of neglect or carelessness by him or his subordinates.

31.1.3 The time stipulated in the CONTRACT for the execution and completion of the works is the essence of contract and shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to achieve PRELIMINARY ACCEPTANCE within the contractual Completion Period from the EFFECTIVE DATE OF CONTRACT then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5 % of the total contract price for every complete week or part thereof subject to a maximum of 5% of the CONTRACT PRICE. The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS, this clause will be applicable after expiry of such extended period.
Mutually Agreed Damages represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of OWNER for such delay

31.2 For Failing to Meet Works Cost Guarantee

LSTK bidder shall guarantee overall consumption of Fuel/Utilities, so as to guarantee the works cost for all the facilities provided by the CONTRACTOR as detailed in Part-II, Technical and Annexure-1.2 of NIT,

In the event works cost is more than 100% but upto 102.5% of the Guaranteed Works Cost then the CONTRACTOR will pay Owner Mutually Agreed Damages as specified hereunder.

For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages equal to 1 % of the CONTRACT PRICE.

If the Works cost as demonstrated during the performance test is more than 102.5% of the Guaranteed Works Cost then it shall be breach of contract requiring corrective action by CONTRACTOR irrespective of the cost involved.

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32.0 OVERALL CEILING ON TOTAL LIABILITY

32.1 The maximum overall liability under the CONTRACT on account of delay in execution of project and contractor failing to meet the Guaranteed Works Cost up to 102.5 % shall be limited to 10% of CONTRACT price, excluding liabilities for extra cost incurred due to Termination of CONTRACT and carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, make good, mechanical warranty and patent infringement as per relevant Clauses of CONTRACT

32.2 Notwithstanding anything contained elsewhere in CONTRACT or implied to the contrary:

- a) CONTRACTOR shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by OWNER in connection with or arising out of performance of WORK under CONTRACT.
- b) OWNER shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by CONTRACTOR in connection with or arising out of performance of WORK by CONTRACTOR under the CONTRACT.

32.3 Consequential damages

Notwithstanding anything contained elsewhere in CONTRACT/Purchase Order or implied to the contrary:

- a) CONTRACTOR/Supplier shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by OWNER in connection with or arising out of performance of WORK under CONTRACT/Purchase Order.
- b) OWNER shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by CONTRACTOR/Supplier in connection with or arising out of performance of WORK by CONTRACTOR/Supplier Under CONTRACT/Purchase Order.

32.4 Limitation of liability

Notwithstanding anything contained elsewhere in CONTRACT/Purchase Order or implied to the contrary, the aggregate total liability of CONTRACTOR/Supplier under the ONTRACT/Purchase Order or otherwise shall be limited to 100% of CONTRACT / ORDER price.

However, this excludes the liability on account of Patent Rights and Rejection/ Replacement of Equipment as per the provisions of NIT

33.0 TIME EXTENSION OF CONTRACT

33.1 Deleted.

33.2 The CONTRACTOR shall promptly notify the PROJECT MANAGER any event or conditions which might delay the completion of erection work in accordance with the approved schedule and the steps being taken to remedy such situation.

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33.3 If the CONTRACT is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect of the OWNER or his employees, or by any other contractor utilised by the OWNER or by FORCE MAJEURE, the time of completion shall be extended by the PROJECT MANAGER in writing for a reasonable period as may be mutually agreed. CONTRACTOR shall submit application immediately on occurrence of such special circumstances but not later than 5 working days and not towards the end of the CONTRACT period.

33.4 OWNER shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR. However, should the cumulative period of suspension exceed 90 days during the scheduled duration of CONTRACT, the CONTRACTOR shall be compensated as mutually agreed in addition to extension of time, provided the suspension is caused due to reasons attributable to OWNER.

33.5 HINDRANCE REGISTER:

A hindrance register shall be maintained at site of work showing the items of work effected, the date on which the delay occurred, the date on which the delay was cleared and full reason thereof. These entries shall be counted signed by the Project Engineer, the CONTRACTOR authorized representative and the architect and request for extension of time shall only thereafter be made to Owner

34.0 TERMINATION OF CONTRACT

34.1 Termination due to Legal Incapacity

If the CONTRACTOR goes into liquidation or has an administrator order made against him or carries on his business or any part of it under an administrator or receiver or manager for the benefit of the creditors or any of them, without prejudice to any other rights or remedies, the OWNER may forthwith by notice in writing terminate the CONTRACT.

34.2 Termination due to Default by CONTRACTOR

34.2.1 If the CONTRACTOR is in default in that he:

- (a) Neglects to execute the work or part of the work; or
- (b) without reasonable cause, suspends or abandons the carrying out the works, either partly or wholly, before their completion; or
- (c) Fails to proceed regularly and diligently with the works; or
- (d) Defaults in the performance or observance of any conditions or terms of the CONTRACT or neglects to carry out any order, instruction, direction or determination which the OWNER is empowered to give or make under the CONTRACT and which is given or made in writing to the CONTRACTOR,

then, without prejudice to any other rights or remedies which the OWNER may possess, the OWNER may, by notice in writing (which shall specify with reasonable particularity the neglect, default or refusal on the part of the CONTRACTOR) require the CONTRACTOR:

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- i) to put forward his proposals for
 - a) Rectifying such neglect, default or refusal as the case may be and
 - b) Commence and diligently pursue the rectification of the default.

34.2.2 If within 30 days after the posting of the notice addressed to the CONTRACTOR, the CONTRACTOR fails to comply with the notice or if in the opinion of the OWNER, the CONTRACTOR's reasons or proposals are not satisfactory, then the OWNER, without prejudice to any other rights that he may have under the CONTRACT against the CONTRACTOR, may either:

- a) Entrust the whole or part of the remaining work to any agency for undertaking the balance work notwithstanding any provision of the contract in respect of confidentiality and license clauses at the risk and cost of the contractor.
- or
- b) Terminate the CONTRACT and encash the Bank Guarantee.

34.3 Duration of suspension of payment due to CONTRACTOR:

34.3.1 Owner shall have right to suspend making any payments to the contractor during the period of rectification of the defaults.

34.4 Work taken out of the hands of the CONTRACTOR

34.4.1 Employment of other contractors:

If the OWNER takes action under sub-clause 34.2.2 he may complete the work or any part of it by contracting with or employing any person or persons to execute further and complete work or any part of it and to provide all equipment, materials and labour as may be necessary for such further execution and completion. If practicable the further execution and completion shall be carried out in accordance with the specification and at prices obtained under competitive conditions.

The OWNER may also take possession of and permit such person or persons to use for the purposes of the CONTRACT only such materials, tools and equipment and all other things on or about the SITE which are the property of the CONTRACTOR as are requisite and necessary for such further execution and completion, and the CONTRACTOR shall have no right to any compensation or allowance in respect thereof.

On the completion of such work, all tools and equipment and the surplus of the materials so taken possession of shall be handed over to the CONTRACTOR but without payment or allowance for the fair wear and tear they may have sustained in the meantime, provided that if there by a deficiency as referred to in sub clause 34.4.2 of this clause, and if the CONTRACTOR fails to make good such deficiency such of the tools, equipment and materials as are necessary to make good the deficiency may be sold and a sufficient part of the monies received retained by the OWNER and applied in payment of such deficiency.

In addition the OWNER shall be entitled:

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- a) To take possession of and remove from the CONTRACTOR's premises within a reasonable period anything (including but without limiting the generality thereof any design, drawings, specification, material or other goods) the property which is vested in the OWNER pursuant to the CONTRACT;
- b) To full particulars of any sub-contract made by the CONTRACTOR with any person for the execution of any portion of the WORKS and to peruse and copy any instrument (including but without limiting the generality thereof any agreement, letter or other paper) relating to any such SUB-CONTRACT made by the CONTRACTOR with any person for the execution of any portion of the WORKS.
- c) To pursue and copy any standard working drawing or other drawing or data necessary in the opinion of the OWNER for completion of the WORKS and the property which is not vested to the OWNER pursuant to the CONTRACT provided that the OWNER shall in no case make use of any copy made pursuant to sub paragraphs (b) or (c) hereof other than for the purpose of completing the WORKS and that on the fulfilment of the whole of the obligations of the CONTRACTOR under the CONTRACT the OWNER shall return to the CONTRACTOR any such copy.

The CONTRACTOR shall offer to the OWNER all rights of access and all reasonable facilities to enable the OWNER to remove any such thing or pursue or copy any such instrument, drawing or data and shall supply such particulars on request by the OWNER in that behalf.

For the purposes of sub-clause 34.4.2 the cost incurred by the OWNER in and about for such removal, perusal or copying or obtaining such particulars shall be deemed to be part of the cost of carrying out that portion of the work taken out of the CONTRACTOR's hands.

34.4.2 **Extra cost to the OWNER of completing work for deduction:**

On the issue of the certificate of taking over, the OWNER shall ascertain the cost of the work to the purchaser comprising payments to the CONTRACTOR and costs incurred by the OWNER in carrying out of the work taken out of the CONTRACTOR's hands and he shall certify the amount to the purchaser, but such amount shall not include any extra cost due to departures from the specification unless such departures were necessitated by the CONTRACTOR's default. Should the amount so certified be greater than the amount which would have been paid to the CONTRACTOR, if the whole of the work had been carried out by him, the difference between the two amounts shall be deducted from any monies which may then be or thereafter become due to the CONTRACTOR or which may have been deposited by him as security under the CONTRACT, and if such monies be less than the amounts to be deducted the deficiency shall be a debt due by the CONTRACTOR to the OWNER and which may be recovered as provided in sub clause 34.4.1 of this clause or in any Court of Competent jurisdiction in both, such payment of excess amount shall be independent of penalty for delay if the completion of work is delayed.

34.5 **Preservation of rights of the OWNER**

No action taken by the OWNER under sub clause 34.3 and 34.4 of this clause shall vitiate the CONTRACT or shall operate to the prejudice of the right of the OWNER to recover

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from the CONTRACTOR or to deduct from any monies which may be or may become due to the CONTRACTOR all sums of money which may be or may become due to the OWNER under the CONTRACT as damages, penalties or otherwise.

34.6 Should the OWNER decide to terminate the CONTRACT under sub clause 34.2.2(b) of this clause, he may do so under notice in writing as from the date of such notice, and the termination shall be without prejudice to any right that may have occurred to the OWNER or to the CONTRACTOR under the CONTRACT.

34.7 **Termination of Contract on Account of OWNER's Convenience**

34.7.1 The OWNER, may, by written notice send to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

34.7.2 The jobs that are complete and ready for handover, within 30 days after the CONTRACTOR's receipt of notice of termination shall be paid by OWNER at the CONTRACT terms and prices. For the remaining jobs, the OWNER may opt:

- a) To have any portion completed at the CONTRACT terms and prices; and/or
- b) To cancel the remainder and pay to the CONTRACTOR an agreed amount for partially completed jobs and for materials and parts previously procured by the CONTRACTOR, in which event such goods shall be the property of the OWNER.

34.7.3 **Termination for Insolvency**

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

34.8 **Surviving Obligations**

Termination of this CONTRACT (a) shall not relieve CONTRACTOR of its obligations with respect to the confidentiality as set forth in this CONTRACT, (b) shall not relieve CONTRACTOR of any obligation hereunder which expressly or by implication survives termination hereof, and (c) except as otherwise provided in any provision of this CONTRACT expressly limiting the liability of CONTRACTOR, shall not relieve CONTRACTOR of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of CONTRACTOR prior to the effectiveness of such termination or arising out of such termination, and shall not relieve CONTRACTOR of its obligations as to portions of SERVICES already performed or of obligations assumed by CONTRACTOR prior to the date of termination, except as otherwise agreed by OWNER in writing.

35.0 **FORCE MAJEURE**

35.1 Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as acts of God, severe earthquake, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances

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(lasting more than 14 consecutive calendar DAYS), lockouts (lasting more than 10 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority, provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUB-CONTRACTOR/VENDOR/worker, constitute an event of force majeure.

- 35.2 If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR immediately reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.
- 35.3 Deleted.
- 35.4 Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.
- 35.5 CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.
- 35.6 No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.
- 35.7 Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:
- (a) Constitute a default or breach of the CONTRACT,
- Or
- (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.

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35.8 Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond one year is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation.

Contractor shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner; for instance Contractor shall have the right to demobilize Contractor's equipment and personnel from the Plant.

36.0 NO WAIVER OF RIGHTS

Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of, the whole or any part of the WORKS by the OWNER nor any extension of time, nor any possession taken by the OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the owner 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.

37.0 BANKRUPTCY AND LIQUIDATION OF CONTRACTOR OR BUSINESS UNDER RECEIVERSHIP

If the CONTRACTOR becomes insolvent or bankrupt, or have a receiving order made against him, or 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 reconstruction or carry on his business under a receiver for the benefit of his credit, the CONTRACTOR shall within fourteen (14) days notify the OWNER accordingly. On the occurrence of any of the happenings stated in the first sentence of this clause, the OWNER shall be at liberty to:

- a) Determine the CONTRACT forthwith by notice in writing to the CONTRACTOR or to the receiver or liquidator or to any person in whom the CONTRACT may have become vested, and act in the manner provided in clause 34.1 (proceedings or default) or,
- b) Give to such receiver, liquidator or other person in writing the option for a period of one month of carrying out the CONTRACT subject to his providing a guarantee for the due and faithful performance of the CONTRACT upto the CONTRACT value of the work for the time being remaining unexecuted and subject to his taking all reasonable steps to prevent stoppage of the work. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only.

38.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR.

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No interim payment certificate of the OWNER nor any sum paid on account by the OWNER nor any extension of time for execution of the WORKS granted by the OWNER shall affect or prejudice the rights of the OWNER 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 furnished and no certificate shall create liability on the OWNER to pay for alterations, amendments, variations, or additional works not ordered, in writing, by the OWNER or discharge the liability of the CONTRACTOR for the payment of damages whether due, certified or not or any sum against the payment of which he is bound to indemnify the OWNER and the Consultant nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the CONTRACTOR against the OWNER.

39.0 SETTLEMENT OF DISPUTES

- 39.1 Except as otherwise specifically provided in the CONTRACT all disputes concerning questions of fact arising under the CONTRACT shall be considered by the OWNER subject to a written appeal by CONTRACTOR to the OWNER.
- 39.2 Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the CONTRACT shall be to be extent possible settled amicably between the parties.
- 39.3 If, after 30 DAYS from the commencement of such informal negotiations OWNER and CONTRACTOR are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the arbitration as described under clause 40 below.

40.0 ARBITRATION

- 40.1 Except where otherwise provided in CONTRACT, all questions and disputes relating to CONTRACT, design, DRAWINGS, specifications, payments, instructions, orders or any other matter concerning WORK or the execution or failure to execute the same, whether arising during the progress of WORK or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration. The arbitration shall be conducted under the rules and regulations of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and shall take place in Mumbai in accordance with Indian Law. The arbitration award given by the arbitrator shall be final and binding on both parties. The appointment of the Arbitrator shall be as per the rules and regulations of the Arbitration and Conciliation Act, 1996.
- 40.1.1 In the event of any dispute 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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD.
- In the event of any dispute 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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018

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40.2 **Continuation of Work and payments during Arbitration**

WORK shall be continued by CONTRACTOR during the arbitration proceedings unless the matter itself is the subject of Arbitration. Or unless the matter itself is such that WORK cannot practically be continued until the decision of the arbitrator is obtained and CONTRACTOR shall remain liable and bound in all respects under the Contract. Except as otherwise expressly provided in CONTRACT, no payment due and payable by OWNER shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matters.

41.0 **GOVERNING LAWS, LANGUAGE AND MEASURES**

41.1 **The applicable law shall be Indian Law and shall be subject to the jurisdiction of the Court in Mumbai. CONTRACT shall be governed and construed according to the Indian Law as in force and shall be subject to the jurisdiction of the Court in Mumbai**

41.2 The governing language for all communication, notices, Technical Information, etc. pertaining to CONTRACT shall be English. Any literature, correspondence, documents, etc., shall be considered only if its accompanied by English translation. For the purpose of interpretation English translation shall govern and be binding on all parties.

41.3 The metric system of measurement shall be used exclusively in the CONTRACT.

42.0 **RELEASE OF INFORMATION**

The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the WORKS under this CONTRACT or descriptions of the SITE, dimensions, quantity quality or other information, concerning the work unless prior written permission has been obtained from the OWNER. Notwithstanding the above, CONTRACTOR is entitled, under intimation to OWNER, to make such public Announcements, as it may be bound to in compliance with the Law, the Rules and any Governmental Agency or Stock Exchange Regulation the CONTRACTOR is subjected to.

43.0 **COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiry of the guarantee period as provided for under the clause entitled guarantee.

44.0 **ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provisions of this CONTRACT or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way affect the validity of the CONTRACT. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

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45.0 OWNER'S DECISION

- 45.1 In respect of all matters which are left to the decision of the OWNER including the granting or withholding of the certificates, the OWNER shall, if required to do so, by the CONTRACTOR, give in writing a decision thereon.
- 45.2 In each case involving a financial commitment the written APPROVAL of the owner alone shall be binding.
- 45.3 In matters of difference of opinion on a decision passed by the OWNER to the CONTRACTOR stipulations of Clause 39.0 shall govern.

46.0 CO-OPERATION

46.1 Co-operation with OWNER

The CONTRACTOR and OWNER shall co-operate with each other in the discharge of their respective obligation under the CONTRACT with the aim of satisfactory completing the PLANT and the WORKS in accordance with the CONTRACT.

- 46.1.1 The parties shall deal fairly, openly and in good faith with each other. Subject to Clause 53 (Secrecy), each party shall disclose information which the other might reasonably need to order to exercise its rights and to perform its obligations under the CONTRACT. In particular, each party shall promptly disclose full information to the other concerning any matter which will or may prevent the Plant and Works being completed in accordance with the CONTRACT. The parties shall work together in a manner consistent with their respective obligations under the CONTRACT to resolve or mitigate any such problem.
- 46.1.2 OWNER shall be at liberty to object to employment of any person at SITE and the objection shall be communicated in writing and CONTRACTOR shall make immediate arrangements for removal of such person.

46.2 Cooperation with other contractors

The CONTRACTOR shall not object to the execution of the work by other contractors or tradesmen and offer them every facility for the execution of their several works simultaneously with CONTRACTOR's work. CONTRACTOR shall at all times provide sufficient fencing, notice boards, lighting and watchmen to protect and warn the public and guard the works and in default there of OWNER may provide such facilities at CONTRACTOR's cost.

The CONTRACTOR shall agree to cooperate with the OWNER and other CONTRACTORS and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The OWNER shall be provided with three (3) copies of all correspondence addressed by the CONTRACTOR to other SUB-CONTRACTORS in respect of such exchange of technical information.

47.0 SUSPENSION OF WORK

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47.1 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.

47.2 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 ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.

48.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/DAMAGED/LOST DURING TRANSIT/ ERECTION AND COMMISSIONING.

48.1 If during the progress of the WORKS, the OWNER 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 any plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expense, within seven (7) days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the CONTRACTOR fails to do so, the OWNER may on giving the CONTRACTOR seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the CONTRACTOR perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT which the OWNER may otherwise have in respect of such defects and deficiencies.

48.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacement procured including erection as provided for in the CONTRACT, such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum/ paid by the OWNER to the CONTRACTOR in respect of such defective plant.

48.3 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 realisation 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.

49.0 DEFENCE OF SUITS

49.1 If any action in Court is brought against the OWNER or an officer or agent of the OWNER for the failure omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or for damage or injury caused by the

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alleged omission or negligence on the part of the CONTRACTOR, his agents representatives or his SUB-CONTRACTORS or in connection with any claim based on lawful demands of SUB-CONTRACTORS, workmen, suppliers or employees, the CONTRACTOR shall in all such cases indemnify and keep the owner and/ or his representative harmless from all losses damages, expenses or decrees arising out of such action.

- 49.2 The OWNER shall have full power and right at his discretion to defend or comprise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened as he may consider necessary or desirable and shall be entitled to recover from the CONTRACTOR all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the CONTRACTOR and shall be final and binding upon him.

50.0 CONTRACTOR'S RESPONSIBILITIES

- 50.1 In consideration of payment by the OWNER, the CONTRACTOR shall regularly and diligently carry out and complete the WORKS in accordance with the CONTRACT.
- 50.2 All work carried out by the CONTRACTOR shall be carried out with sound workmanship and materials, safety and in accordance with good engineering practice, applicable Legislation and codes.
The Work shall be carried out in accordance with the Contract requirements, as per Clause 50.4.
- 50.3 The CONTRACTOR shall set out the PLANT by reference to points, lines and levels of reference as defined in the approved SPECIFICATION.
- 50.4 The PLANT/WORKS as completed by the CONTRACTOR shall in every respect comply with the requirements defined in the Specification or any other provision of the CONTRACT.
- 50.5 If any time during the performance of the CONTRACT the CONTRACTOR is of the opinion that a change to the WORKS or the design or method of operation of the PLANT
- (a) is necessary to eliminate a potential defect in the PLANT or a specific hazard to any person or party in the performance of the WORKS or in the operation of the PLANT which has occurred or would otherwise occur' or
 - (b) would improve operating or life cycle costs of the PLANT; or
 - (c) would otherwise be beneficial to the OWNER;

the CONTRACTOR shall bring the matter to the attention of the PROJECT MANAGER stating the reasons for his opinion and where appropriate submit his proposals for a Variation in accordance with Clause 3 of SPECIAL CONDITIONS OF CONTRACT.

- 50.6 The CONTRACTOR shall at all times have and maintain adequate resources available for the proper and timely execution of the WORKS, including financial resources, and competent, appropriately experienced and physically capable staff and labour whether employed by the CONTRACTOR, any SUB-CONTRACTOR or third parties.
- 50.7 The CONTRACTOR shall provide and maintain records as specified in the CONTRACT.

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Unless otherwise agreed, the CONTRACTOR shall, at intervals of not more than one calendar month, report to the PROJECT MANAGER on the progress of the WORKS, supporting his reports with appropriate Documentation including any revisions to the approved programme.

50.8 The CONTRACTOR shall maintain, and cause SUB-CONTRACTORS to maintain, a quality assurance system as specified in the CONTRACT. The existence of such a quality assurance system shall not relieve the CONTRACTOR from any of his other duties, obligations or liabilities under the CONTRACT. The CONTRACTOR shall also prepare and implement a validation plan, if such a requirement is specified in the CONTRACT.

51.0 PROGRESS REPORTS AND PHOTOGRAPHS

51.1 The CONTRACTOR shall furnish six (6) prints each of progress photographs of the work done in his shop/site. Photographs shall be taken when and where indicated by the PROJECT MANAGER. Photographs shall be approximately 8 inches by 10 inches in size, including a margin on one 10 inch side for binding. Adequate number of photographs shall be submitted indicating various stages of manufacture and erection. Each photograph shall contain the date, the name of the CONTRACTOR and the title of the view taken.

51.2 Required number of monthly progress reports, in prescribed proforma, shall be submitted by the CONTRACTOR to the PROJECT MANAGER for review. These shall detail the status of design, procurement of raw materials and bought outs, approval of the CONTRACTOR's drawings, manufacture of the equipment, statutory approvals taken, inspection of equipment/material, completed despatches, materials received at site, damages, if any, during transit, actions taken or replacement of damaged equipment, progress of erection work and programme of work for succeeding month and statement showing position of payment.

52.0 SPARES

All the necessary commissioning spares shall be included in the scope of CONTRACT. Further bidder shall quote for insurance spares and other requirements for spares as per Part-II, Technical Part of NIT.

53.0 SECRECY

The technical information, drawings, specifications and other related documents forming part of the NIT or the CONTRACT or such of those materials prepared during the execution of the project including photographs, micro-films, design, calculations etc. are the property of the OWNER and shall not be used for any other purpose, except for execution of contract. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and / or disclosed to a third party nor misused in any other form whatsoever, without the OWNER's previous consent in writing except to the extent required for the execution of this CONTRACT. Such technical information, drawings specifications and other related documents furnished shall be returned to the OWNER with all approved copies and duplicates, if any, immediately after they have been used for the agreed purposes.

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In the event of any breach of this provision, the CONTRACTOR shall indemnify the OWNER from any loss, cost or damage or any other claim whatsoever from any parties claiming from or through them in respect of such breach.

53.2 Records of Contract Documents

53.2.1 The CONTRACTOR shall at all times make and keep sufficient copies of the DRAWINGS, Specifications and CONTRACT documents for him to fulfil his duties under the CONTRACT.

53.2.2 The CONTRACTOR shall keep on each SITE at least three copies of each and every Drawing, Specification and CONTRACT Document in excess of his own requirement and those copies shall be available at all times for use by the OWNER and PROJECT MANAGER and by any other person authorized by the OWNER who have a need to know the same for the PROJECT, who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the CONTRACTOR throughout the duration of the CONTRACT. Where one or more of CONTRACTOR'S yards/offices/offshore spreads are deployed in the WORKS, all requirements of the CONTRACT and CONTRACTOR'S obligation under the CONTRACT shall apply equally at each yard/office/offshore spread so deployed..

54.0 CORRESPONDENCE

54.1 All correspondence from the CONTRACTOR to the OWNER shall be as per the correspondence distribution schedule. All communications including technical-commercial clarification and/or comments shall be addressed to OWNER and shall always bear reference to CONTRACT.

54.1.1 Correspondence on technical and commercial matters shall be dealt with in separate letters and each copy of the letter shall be complete with all Annexure, if any.

54.2 Any notice to the CONTRACTOR under the terms of the CONTRACT shall be served by registered mail/Speed Post, fax , or courier.

54.3 Any notice to the OWNER shall be served from the CONTRACTOR's Principal office in the same manner.

54.4 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.

54.5 A notice shall be effective when delivered or on date of the notice, whichever is later.

55.0 MATERIALS AND EQUIPMENT

55.1 Materials

55.1.1 CONTRACTOR shall supply, to the OWNER, all materials required for incorporation in the permanent works as determined by the CONTRACTOR, within the scope of work, to be necessary to establish, commission and operate (so far as concerns mandatory spares) the PLANT/ Unit delivered on CIF basis at Indian port of CONTRACTOR'S choice in respect of imported materials and delivered ex-factory at the price of materials specified in the Price Schedule. It is hereby clarified that the said contract shall include a contract for the sale and supply within the price of all materials (and any recoveries in respect thereof under any policy of insurance) required for the replacement of any defective materials and any materials lost, damaged or destroyed during transit, storage, fabrication, erection or otherwise prior to the issue of PRELIMINARY ACCEPTANCE CERTIFICATE.

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55.1.2 INVOICES

CONTRACTOR's invoices shall be raised as per the approved billing schedule.

- (a) The CONTRACTOR's invoice shall be in the format with all the requisite information as prescribed under GST Laws.
- (b) Before raising GST invoices post appointed date, CONTRACTOR shall coordinate with the OWNER with respect to address and GSTIN number on which such invoices have to be raised.
- (c) The CONTRACTOR's invoices for imported materials shall include the cost of all pre-delivery tests, third party inspections, Packing and forwarding charges etc.
- (d) The CONTRACTOR's invoices for indigenously supplied materials shall include all pre-delivery tests, third party inspections, Packing and forwarding charges etc.
- (e) The invoices for indigenously and imported supplied materials shall also include the taxes, duties and other levies on the supply which are reimbursable by the OWNER. Reimbursement shall, however, be subject to the satisfaction of the conditions and provision of the documents required to qualify for the reimbursement.

55.1.3 The CONTRACTOR shall be responsible at his own cost and initiative within the scope of services, to take delivery of the materials from the port of delivery in India in respect of imported materials and from the factory or ware-house or other place(s) of delivery in respect of indigenous materials and to transport these to the CONTRACTOR's stockpiles, godowns or other places of storage approved by the PROJECT MANAGER, and to transport the same from said godowns or place(s) of storage to the work site for installation in the permanent WORKS.

55.1.4 The work of delivery and transportation of materials shall include (but not be limited to) the following:

- i) Clearance of the goods through custom and port clearance including filling and/or filing of all custom manifests, bills of entry, and custom declarations and other documents as may be required for the clearance of the goods from customs or port authorities.
- ii) Stevedoring, clearing, forwarding and handling services as required for clearing, forwarding and handling imported and indigenous materials and consignments including payment at CONTRACTOR's cost of any demurrage, wharfage, port charges, siding charges, retention charges, detention charges or other charges whatsoever and howsoever designated or levied by any railway, air-port, ship and/or other authorities for or in connection with the loading, unloading or detention of any materials or vessels or other means of transport beyond the free period or unloading, clearance, retention or detention or loading, as the case may be, provided by the relevant authority(ies) or carrier(s) in this behalf.

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- iii) All works and operations necessary to lift and to remove the material from port, ware-house, 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.
- iv) Supply, procurement, mobilization, and deployment of all labour thereof, equipment & machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.
- v) Transit and storage insurance of all materials for the full replacement value thereof delivered at site.
- vi) All acts, deeds, matters or things required to fulfil all local, municipal and other statutory authorities with respect to the transportation of any materials through or into any State, municipal, local or other barriers or limits or for the import of the materials or any of them within the limits of such barrier, including payment of octroi or other local toll, terminal and/or entry or other taxes payable on the passage or entry of the materials through or within any local limits.
- vii) All other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to the grading of the site and/or creation of temporary approaches and ramps etc. as may be required.

55.2 GENERAL PROVISION WITH REGARD TO MATERIALS

55.2.1 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 55.1 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 thereof
- 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 PROJECT MANAGER 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 PROJECT MANAGER 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).

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- 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.
- iv) Deleted
- v) 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.
- vi) 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 hereinafter specified. Such policies shall be in the joint names of the OWNER and the CONTRACTOR, with OWNER named as first beneficiary 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.
- 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 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/ Project Manager 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 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,

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tidal wave, lightening and other adverse weather conditions), accidents of kinds, fire, war risks and explosion.

- d) Wherever total damages/loss of EQUIPMENT/MATERIAL, would occur, the CONTRACTOR will be entitled to payment of all payments received from the underwriters. However, following amounts shall be withheld:
1. The amount paid to the CONTRACTOR under the CONTRACT in respect of EQUIPMENT/MATERIAL damaged/lost (excluding the pro-rata advance(s) already paid to the CONTRACTOR.
 2. Custom Duties and other taxes and duties which have already been paid by the OWNER.
- e) In the event the claim money settled is less than the total of the amount in 1 & 2 above, then the entire claim money settled will be withheld by the OWNER and the balance shall be retained out of the subsequent payments due to the CONTRACTOR.

The aforesaid withheld amount shall be released to CONTRACTOR on fulfillment of corresponding conditions under terms of payment.

Subsequent payments, if any, due under the CONTRACT shall be regulated by the relevant terms of payment.

- f) In case of damage to any equipment/material during any stage, the CONTRACTOR upon rectification of the damaged equipment to the satisfaction of the OWNER shall be paid to the extent of full claims settled by the underwriters.
- g) For avoidance of doubt it is clarified that the insurance settlement amount shall not be used by OWNER as income or profit.
- vii) Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of the materials to the CONTRACTOR, the ownership in respect of the material shall at all times be and remain in the OWNER.
- viii) An inventory shall be made by the CONTRACTOR of all surplus construction materials and empties including but not limited to scrap, wastages and unserviceable material supplied and/or remaining in the hands of the CONTRACTOR upon completion of the CONTRACT for whatsoever reason, and the CONTRACTOR shall forthwith, upon being required to do so, place the OWNER in undisputed possession of and transport the said material to the OWNER's stores or otherwise as reasonably directed by the PROJECT MANAGER.
- ix) 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

55.3.0 **BILLS OF MATERIALS**

- 55.3.1 The CONTRACTOR shall furnish to the OWNER a detailed Bill of Materials specifying the materials, which on preliminary determination made by the CONTRACTOR, will be required to be incorporated in the permanent works in order to establish the WORKS/ Unit and to

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operate the PLANT/Unit (to the extent of the mandatory spares), including construction materials.

55.3.2 Each item entered in the Bill of Materials shall be priced, so far as possible, in conformity with the details given in this behalf in the priced bid. The Bill of Materials and said price break-up therein and in the price bid are intended only to form a basis for the purpose of calculating on account payments and for calculating payments due to the CONTRACTOR under Clause 34.0 of GCC upon cancellation of contract, and for no other purpose.

55.3.3 The OWNER shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the materials listed in the Bill of Materials for the works for which they are intended, and of the prices indicated in the Bill of Materials in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the OWNER and all provisions applicable thereto with reference to critical drawings shall be applicable to the review of the Bill of Materials.

55.3.3.1 The priced Bill of Materials as approved by the OWNER shall constitute the Bill of Materials envisaged in the contract documents. However, no such approval shall, in any manner, absolve the CONTRACTOR of his full responsibility under the CONTRACT to sell and supply to the OWNER at and within the price of materials quoted in the Price Schedule, all materials required for the permanent incorporation in the works and which are required to establish, commission and operate (to the extent of mandatory spares) the PLANT/ Unit in accordance with the CONTRACT and the specifications, complete in all respects including spares, tools, tackles and testing equipment, so far as included within the scope of supply, whether or not any particular material is actually included within or omitted in the Bill of Materials and whether or not the price thereof is included in the price indicated in the Bill of Materials and whether or not the price thereof is in conformity with the price thereof indicated in the Bill of Materials. The review and approval of the Bill of Materials and the prices therein are intended only for the satisfaction of the OWNER that the priced Bill of Materials, prima-facie covers the materials required to be supplied by the CONTRACTOR within the scope of supply.

55.3.4 The Bill of Materials shall be subject to amendment in both items and prices in so far as necessary consequent upon any amendment in any relevant related technical particulars, and upon any amendment, the amended Bill of Materials as approved by the OWNER, shall thereafter constitute the Bill of Materials as envisaged in the CONTRACT documents, provided that unless the amendment results from a CHANGE ORDER and/or agreed variation, no such amendment shall anyway impose any liability on the OWNER to pay customs and other import duties in excess of the customs and other import duties payable on the value of imported materials as indicated in the Price schedule but for such amendment.

55.4 **SUPPLY OF MATERIALS**

55.4.1 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

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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.

- 55.4.2 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.
- 55.4.3 Within 30 (thirty) days from the EFFECTIVE DATE OF CONTRACT, the CONTRACTOR shall submit to the OWNER for approval in respect of each work or groups of work, a detailed Delivery Schedule in Graphical or other suitable form giving dates of starting and finishing the various supplies relating to the WORK, providing sufficient margin to cover for contingencies. The PROJECT MANAGER and the CONTRACTOR shall thereafter, within 14 (Fourteen) days, settle the Delivery Schedule which shall form part of the CONTRACT with attendant obligations upon the CONTRACTOR to make the various deliveries/supplies involved on or before the date(s) mentioned in respect thereof in the Delivery Schedule.
- 55.4.4 All materials shall be deemed to have been accepted only when the material is received at the project site and accepted by the PROJECT MANAGER. Such acceptance shall however, be subject to the terms and conditions hereof, including the right of rejection and/or replacement as elsewhere herein specified.
- 55.4.5 Deleted.
- 55.4.6 Any reference in the CONTRACT documents to the “approved Delivery Schedule” or to the “Delivery Schedule” shall mean the approved Delivery Schedule specified in Clause 55.4.3 above or the Delivery Schedule prepared and issued by the PROJECT MANAGER, whichever shall be in existence.
- 55.4.7 Within 7 (Seven) days of the occurrence of any act, event or omission which, in the opinion of the CONTRACTOR, is likely to lead to delay in the commencement or completion of delivery of any particular material or of all material and is such as would entitle the CONTRACTOR for an extension of the time specified in this behalf in the Delivery Schedule(s), the CONTRACTOR shall inform the PROJECT MANAGER in writing of the occurrence of the act, event or omission and date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the CONTRACTOR is of opinion that an extension of time specified in the Delivery Schedule related to particular material(s) or in relation to all materials is necessary, the CONTRACTOR shall within 7 (Seven) days after the cessation or fulfilment as aforesaid make a written request to the PROJECT MANAGER for extension of the relative time specified in the Delivery Schedule and the PROJECT MANAGER shall at any time, prior to completion of the work, extend the relative time of completion in the Delivery Schedule for such period(s) as he considers necessary, if he is of reasonable opinion that such act/event/omission constitutes a ground for extension of time in terms of the CONTRACT and that such act/event/omission has in fact resulted in insurmountable delay to the CONTRACTOR.
- 55.4.8 Notwithstanding the provisions of Clause 55.4.7 hereof, the OWNER may at any time after the completion of the work in all respects at the request of the CONTRACTOR made by way of appeal either against a decision of the PROJECT MANAGER taken under Clause 55.4.7 or against the PROJECT MANAGER’s refusal to take a decision under the said clause, if

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satisfied of the existence of any ground(s) justifying the delay/omission, extend the date of delivery of any materials for such period(s) as the OWNER may consider necessary.

55.4.9 Subject as elsewhere herein or in the CONTRACT documents, otherwise expressly provided, only the existence of force majeure circumstances as defined in Clause 55.4.10 hereof, shall afford the CONTRACTOR a ground for extension of time for delivery of materials, and specifically without prejudice to the generality of the foregoing:

- i) Inclement or unforeseen weather, strike or lock-out (except as provided in Clause 55.4.10), shutdown, third party breach, delay in payment or commercial hardship shutdown or idleness or other impediment in progress or completion of the supply or work due to any reason whatsoever shall not afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligations under the CONTRACT.
- ii) No delay whatsoever in the supply of any material by the CONTRACTOR or any of the CONTRACTOR's vendors, suppliers or SUB-CONTRACTORS shall anyway entitle the CONTRACTOR to any extension of time for completion or to any claim for additional costs, remuneration or damages or compensation notwithstanding that an increase in the time of performance of the CONTRACT is involved by virtue of the delay or failure and notwithstanding that any labour, machinery or equipment brought to or upon the job site by the CONTRACTOR or any SUB-CONTRACTOR is rendered idle by such delay.

55.4.10 "Force Majeure" shall mean an event beyond the control of the CONTRACTOR and not involving the CONTRACTOR's fault or negligence and not foreseeable as per Clause 35.0 of GCC.

55.4.11 No assurance, representation, promise or other statement by any personnel, Engineer or representative of the OWNER regarding the extension of time for the supply by the CONTRACTOR of any material within the CONTRACTOR's scope of supply shall be binding upon the OWNER or shall constitute an extension of time for the supply of any material(s) within the provision of Clause 55.4.7 or Clause 55.4.8 hereof, unless the same has been communicated by the PROJECT MANAGER to the CONTRACTOR in writing under Clause 55.4.7 or by the Managing Director under Clause 55.4.8 and the writing specifically states that it constitutes an extension of time within the provisions of Clause 55.4.7 or 55.4.8, as the case may be. Without prejudice to the foregoing, 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.

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55.4.12 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.

55.4.13 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 PROJECT MANAGER / OWNER.
- ii) Wherever any item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing type, function and quality desired. Other makes will be considered, provided sufficient information is furnished to the OWNER/ PROJECT MANAGER, to assess the makes proposed by the CONTRACTOR as equivalent and acceptable and approved by PROJECT MANAGER.
- iii) 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/ PROJECT MANAGER's approval.

55.5.0 CERTIFICATE OF VERIFICATION AND GOOD CONDITION

55.5.1 The CONTRACTOR shall, before supply of material covered within the scope of supply, at his own risks, costs and initiative, undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and shall cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material(s) which has/have not passed such tests/analysis or inspection and which are not accompanied by the tests results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and/or practices.

55.5.2 On arrival of the material at site the CONTRACTOR shall give written notice thereof to the PROJECT MANAGER or Inspection Agency notified by the OWNER in this behalf, to inspect the materials, and shall keep in readiness for inspection, the materials and the relevant tests results, reports and certificates hereto.

55.5.3 Notwithstanding any other provisions in the contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall, if so required by the PROJECT MANAGER or Inspection Agency in writing at his own risks and costs, analyse, test, prove and weigh all materials (including materials incorporated in the works) required to be analysed, tested, proved and/or weighed by the PROJECT MANAGER or Inspection Agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the PROJECT MANAGER or Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof of weightment of the materials as directed by the PROJECT MANAGER or Inspection Agency.

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55.5.4 If on Inspection or proof, analysis or tests as aforesaid the PROJECT MANAGER or Inspection Agency nominated by the OWNER in this behalf is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials and description given in the shipping documents and in the CONTRACTOR's invoices in this behalf and that the test reports/results/certificates given in respect thereof are prima facie in conformity with the relevant result/reports/certificates required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the PROJECT MANAGER shall issue to CONTRACTOR, a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition elsewhere envisaged in the CONTRACT documents.

55.5.5 Such certificate is only intended to satisfy the OWNER that prima facie the material supplied by the CONTRACTOR is in order and shall not anyway absolve the CONTRACTOR of his/its full responsibility under the CONTRACT in relation thereto, including in relation to specification fulfillment and/or performance or other guarantees.

55.5.6 Notwithstanding that any area(s) or source(s) has/have been suggested by the OWNER to the CONTRACTOR from which any material for incorporation in the WORKS can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested by the OWNER and suitability of the material available from such source(s) with the intent that any suggestion as aforesaid shall not anyway relieve the CONTRACTOR of his full liability in respect of the suitability and quality of the material(s) obtained from said source(s) and the CONTRACTOR shall obtain material(s) there from and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such suggestion by the OWNER shall only be by way of assistance to the CONTRACTOR and shall not entail any legal responsibility or liability upon the OWNER.

55.6.0 **MATERIALS WITHIN THE CONTRACTOR'S SCOPE OF SUPPLY**

55.6.1 The OWNER does not warrant or undertake the provisions of any materials and the CONTRACTOR shall not imply, by conduct, expression or assurance or by any other means, any promise or obligation on the part of the OWNER in his respect understood by the CONTRACTOR.

55.7.0 **SHIPPING AND OTHER DOCUMENTS**

55.7.1 Without prejudice to any other obligations of the CONTRACTOR under the CONTRACT, and in addition to any other documents required to be furnished by the CONTRACTOR under the CONTRACT, the CONTRACTOR shall, in respect of all items and materials imported into India, obtain and furnish within 7(seven) working days to the OWNER, at his own cost and initiative, the following documents (hereinafter for the sake of brevity collectively referred to as the "the said documents") according to the provisions of the following clauses, namely :

- i) Signed Invoice(s);
- ii) Clean Bill of Lading;
- iii) Packing lists/Mill Tally Sheets;
- iv) Certificate of origin;
- v) Consular's Invoice, if necessary ;

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- vi) Export License/documents, if applicable; and
- vii) Any other document(s) or literature required for Custom clearance;
- viii) Phytosanitary Certificate for packing material as per International norms

- 55.7.2. The Bill of Lading shall be drawn to show the CONTRACTOR as the consignee, or otherwise as instructed by the OWNER, the description of the items/materials giving the dimensions, quantities, weights, and all other details required for Customs clearance of the consignment, and/or as may be specified by the OWNER from time to time in this behalf.
- 55.7.3. The Bill of Lading shall show the gross freight amount, and shall either indicate or be accompanied by the carrier's statement of charges and shall carry all other particulars necessary to bind the carrier.
- 55.7.4 The CONTRACTOR shall not less than 7(seven) clear days before the contemplated date of shipment, inform the PROJECT MANAGER of the contemplated date of relative shipment of the item(s) or material(s) and of the contemplated date of arrival thereof in India.
- 55.7.5 In addition, within 14 (fourteen) working days of the date of shipment, the CONTRACTOR shall dispatch, by Air Courier, according to the instructions of the PROJECT MANAGER in this behalf, 10 (Ten) sets/copies of the said documents.
- 55.7.6 The CONTRACTOR shall also, within 48 (Forty-Eight) hours of shipment, send intimation of shipment by fax or scanned copy by email to the addresses of the OWNER and/or PROJECT MANAGER specified in this behalf.
- 55.7.7 The Invoice shall be drawn in the name of the OWNER and shall state the quantity and detailed description of each item supplied reflecting the value of each item/material and the basis of delivery as CIF.
- 55.7.8 The description of each item/material indicated in the Invoice and the Bill of Lading shall conform to the description of the item/material as given in the relative Import License(s)/Permit(s) issued to the OWNER in this behalf.
- 55.7.9 The Invoice and Bill of Lading shall also indicate on the face of it, the Number, date and validity of the Import License (if the Import License has been revalidated, Number and date of re-validation) against which the Import is being made.
- 55.7.10 Invoice(s) referred to with reference to the said documents are intended merely to comply with customs and Import formalities and will not create any obligation for payment thereof or against unless specifically as provided elsewhere in the CONTRACT.
- 55.7.11 The OWNER reserves the right to vary the said list of documents by addition thereto or subtraction there from and to vary applicable instruction(s) from time to time.

55.8 PACKING AND FORWARDING

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(a) IMPORTED SUPPLIES

- The CONTRACTOR wherever applicable, shall, after proper painting, pack and crate all materials for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) to the materials due to improper packing.
- The CONTRACTOR shall notify the OWNER and PROJECT MANAGER of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's/ PROJECT MANAGER'S information.
- The CONTRACTOR's notification shall give complete shipping information concerning the weight, size and content of each package and such other information as the OWNER may require.
- The packing material used should be duly certified by a Phytosanitary Certificate issued as per international norms.
- Insurance Certificate (2 copies) or copy of MCE Policy
- Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/ PROJECT MANAGER or waiver certificate issued by OWNER/ PROJECT MANAGER (2 copies).

(b) INDIGENOUS SUPPLIES

- The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- The CONTRACTOR shall notify OWNER/ PROJECT MANAGER of the date of each shipment from the works and expected date of arrival at the site for the information of OWNER/ PROJECT MANAGER.
- The CONTRACTOR's notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER/ PROJECT MANAGER may require.
- The following documents shall be sent to the OWNER/ PROJECT MANAGER within 10 (ten) days from the date of shipment :

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- Invoice (2 copies)
- Packing List (2 copies)
- Test Certificate (4 copies)
- Railway Receipt/Lorry Receipt (2 copies)
- Insurance Certificate (2 copies) or copy of MCE Policy
- Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/ PROJECT MANAGER or waiver certificate issued by OWNER/ PROJECT MANAGER (2 copies).

55.9 EQUIPMENT

- 55.9.1 The CONTRACTOR shall be exclusively responsible to arrange for importation into India in its own name on drawback or re-export or other basis all equipment, if any, required to be imported into India for the purposes of the WORK and to pay and bear the customs, import and other duties and levies (if any) payable thereon or in respect thereof, and will be solely responsible for the timely and proper compliance of all applicable terms and conditions and formalities relative thereto.
- 55.9.2 The CONTRACTOR shall within 4 (four) months from the date of receipt of Acceptance of Bid, furnish to the PROJECT MANAGER a list of the said equipment which he proposes to import into India on a draw-back/re-export basis for the purposes of the work, together with complete details thereof. The OWNER may without obligation or responsibility furnishes to the Import Licensing Authorities in India its recommendations relative to import of such equipment which the OWNER considers necessary for the work. The OWNER may also without obligation or responsibility render such assistance as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain the relative Import License(s)/Permit(s) for the importation of the said equipment on a draw-back/re-export basis.

55.10 MISCELLANEOUS IMPORTS

- 55.10.1 The CONTRACTOR shall be exclusively responsible at his own costs and initiative to arrange for importation into India, to import into India, to pay Custom duties and Port and other charges and levies, to clear from Customs and to transport to job site all consumables, spares for the CONTRACTOR's equipment and other materials and things whatsoever not covered under the OWNER's obligation provided that the OWNER may, without obligation or responsibility, render the CONTRACTOR such assistance by way of recommendation to the Import Control authorities in India or otherwise as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain Import License(s)/Permit(s) for importation of such consumables, spares, material and other items as the OWNER considers necessary for importation by the CONTRACTOR for the purpose of the CONTRACT, taking into account local availability.
- 55.10.2 Any obligation undertaken or recommendation, facility or assistance provided by the OWNER to the CONTRACTOR for or in relation to the importation of any equipment or

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material whatsoever into India by or on behalf of the CONTRACTOR pursuant to the provisions hereof or otherwise shall be without any responsibility or liability whatsoever upon the OWNER and without right in the CONTRACTOR to raise any claim or demand or to seek extension of time on account of any delay or failure on the part of the OWNER or any delay or failure by the CONTRACTOR in obtaining Import License(s) and/or permits for importation thereof into India.

55.10.3 All materials and equipment Imported into India by or on behalf of the CONTRACTOR for and in connection with the WORK and any obligation undertaken or recommendation, facility or assistance provided by the OWNER relative thereto shall be on the clear understanding that the MATERIALS and EQUIPMENT shall be utilised only for and relative to the performance of the WORK covered by the CONTRACT.

55.10.4 All the EQUIPMENT and temporary works and MATERIALS when brought to or erected on the job site, shall be exclusively intended for execution of WORKS and the CONTRACTOR shall not remove the same or any part thereof, except for the purpose of moving it from one part of the job site to another, without the prior consent in writing of the PROJECT MANAGER.

55.10.5 Upon completion of the works, the CONTRACTOR shall within the scope of work remove from the job site all the equipment and temporary works remaining thereon.

55.10.6 All EQUIPMENT, MATERIALS and temporary works shall at all times be and remain at the risks of the CONTRACTOR in all respects. The OWNER shall not, at any time, be liable for the loss or destruction of or damage to any EQUIPMENT, temporary works or MATERIALS for any reason whatsoever.

55.11 UTILITIES AND CONSUMABLES ETC.

55.11.1 Subject to any other provision to the contrary in the CONTRACT, the CONTRACTOR shall be and remain at all times exclusively responsible within the scope of work to provide all utilities, consumables, permits, licenses, easements and facilities and other items and things whatsoever required for or in connection with the WORK, including but not limited to those indicated by expression or implication in the bid documents and/or other CONTRACT documents or howsoever otherwise as shall be or may from time to time be necessary for or in connection with the WORK.

Construction water and power shall be provided, free of cost, by OWNER at a single location at site.

56.0 MEASUREMENTS, CERTIFYING INSPECTIONS AND PAYMENTS

56.1 Final Measurements:

56.1.1 Within 15 (fifteen) days from the date of issue of Final Test Certificate in respect of the WORK, or of any portion of the WORKS, section, group or job site, as the case may be, Final Measurements for the WORKS covered by the Final Test Certificate shall be jointly taken by the PROJECT MANAGER and the CONTRACTOR as herein provided.

56.1.2 If the CONTRACTOR fails to apply to the PROJECT MANAGER for Final Measurements within 15 (fifteen) days from the date of relative Final Test Certificate as specified in Clause

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56.1.1, the PROJECT MANAGER shall notify the CONTRACTOR in writing of the date(s) for Final Measurements, and require the CONTRACTOR to be present on date(s) so notified.

56.2 Mode of Measurement:

- 56.2.1 All measurements shall be recorded in the metric system, and shall be taken in accordance with the procedures set forth or provided for in the Schedule of Rates, Specifications and other CONTRACT Documents.
- 56.2.2 Where the mode of measurement is not provided for in the CONTRACT Documents in respect of any item of work, it shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition) and in the event of such item not being covered by Indian Standard Specifications, it shall be measured in accordance with the method of measurement in this behalf specified by the PROJECT MANAGER, whose decision in this regard shall be final and binding upon the CONTRACTOR.
- 56.2.3 All measurements shall be taken jointly by the PROJECT MANAGER and the CONTRACTOR or their respective representatives. The CONTRACTOR or his authorized representative shall be entitled to remain present at all times when joint measurements are being taken.
- 56.2.4 Despite due intimation, if the CONTRACTOR omits or fails to be present to witness joint measurements, the measurements shall be taken in the presence of the PROJECT MANAGER and the measurements so recorded and signed by the PROJECT MANAGER as correct, shall be final and binding upon the Parties.
- 56.2.5 Except in cases covered by Clause 56.2.4, in all other cases measurements shall be signed and dated on each page by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. If the CONTRACTOR objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be dated and authenticated by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. In the absence of any objection noted as aforesaid, the CONTRACTOR shall be deemed to have accepted the relative measurements as entered in the Measurement Book / Sheets and shall be barred from raising any objection in respect of any measurements recorded in the Measurement Book.
- 56.2.6 All objections noted in the Measurement Book in terms of Clause 56.2.5 shall be considered and decided within 15 days by the PROJECT MANAGER. The decision of the PROJECT MANAGER relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the Parties.
- 56.2.7 The measurement as finally recorded in terms of Clause 56.2.4 or Clause 56.2.5 or 56.2.6, as applicable, shall be the Final Measurement.

56.3 CERTIFYING INSPECTIONS

All provisions referred to in Clauses 56.1 to 56.2, in respect of Mode of Measurement, shall apply to all inspections required to be made in order to qualify the CONTRACTOR for any payment(s) under the CONTRACT and any reference in the said clauses to measurements

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shall, for the purpose of this clause, be deemed to be a reference to certifying inspections and any reference therein to the measurement book shall, for the purpose of this clause, be deemed to be a reference to the certifying inspection book.

56.4.0 FINAL BILL

- 56.4.1 On the basis of the LUMPSUM PRICE provided in the CONTRACT, the CONTRACTOR shall prepare a Final Bill in the prescribed form with reference to the total supplies covered by the scope of supplies and shall prepare a separate Final Bill with reference to the total services covered by the scope of services. Such Bill shall be prepared by applying the price of materials specified in Price Schedule in respect of supplies broken up with respect to the indigenous materials and with respect to imported materials (including plant, parts and components) in accordance with the break-up of the Price of Materials given the Price Schedule and the various formats there under, and by applying the price of services specified in the Price Schedule in respect of works/services broken up with respect to the various heads of services/works in accordance with the break-up of the Price of services given the Price Schedule and the various formats there under. Additions claimed to the LUMPSUM PRICE or reductions there from resultant upon any CHANGE ORDER(S) shall be separately indicated in the Final Bill with reference to the relative CHANGE ORDERS(S).
- 56.4.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 56.4.1 hereof separately state, include therein all claims of the CONTRACTOR if any with full particulars of the nature of such claim, grounds on which it is based and the amount claimed.
- 56.4.3 The Final Bill drawn in accordance with Clause 56.4.1 shall be submitted together with the PRELIMINARY ACCEPTANCE CERTIFICATE to the PROJECT MANAGER for certification, who shall certify the Final Bill, if drawn in accordance with Clause 56.4.1. After certification of the PROJECT MANAGER, the Final Bill shall be submitted in quadruplicate (or in such other number of copies as the OWNER may prescribe) accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE to the OWNER for payment.
- 56.4.4 All monies payable under the CONTRACT for WORKS to be performed and MATERIALS to be supplied up to and including successful completion and final tests and commissioning of the system and performance tests 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 56.4.1 hereof and associated provisions there under accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE in respect of the WORKS.
- 56.4.5 Payments of the amount(s) due on the Final Bill to the extent certified by the PROJECT MANAGER, shall be made within 84 (Eighty Four) days from the due date as specified in Clause 56.4.4 hereof, subject to the deductions provided in Clause 56.4.5.1.
- 56.4.5.1 All payments due to the CONTRACTOR on the Final Bill shall be subject to deduction of “on-account” payments and other amounts due from CONTRACTOR to the OWNER, tax deductions as provided for in Clause 56.7.2 and associated clauses there under, and any other deduction provided for herein or agreed to between the parties 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.

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56.5.0 PRICE SCHEDULE

56.5.1 The remuneration determined due to the CONTRACTOR as provided for in Clause 56.4.1 hereof shall constitute the entirety of the remuneration and entitlement of the CONTRACTOR in respect of the WORK under the CONTRACT, and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT

56.5.2 Without prejudice to the generality of the provisions of Clause 56.5.1 hereof, the Price Schedule (BOQ/Price Bid) and LSTK PRICE shall be deemed to include and cover (unless otherwise expressly specified to the contrary in any CONTRACT document(s)):

- (i) All costs, expenses, outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen, including force majeure) to be taken or which may occur in or relative to execution, completion, testing, COMMISSIONING and/or handling over the WORKS to the OWNER and/or in or relative to acquisition, loading, unloading, transportation, storing, working upon, using, converting fabricating, or erecting any item, equipment, system, material or component in or relative to the WORKS, civil work and construction activity and the CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORKS and items, MATERIALS, EQUIPMENT, and components required for the proper and complete execution of the WORKS though the CONTRACT documents may not fully and precisely set out, describe or specify them, and the generality hereof shall not be deemed to be anyway limited, restricted or abridged because in certain cases the CONTRACT documents or any of them shall or may and/or in other cases they shall or may not expressly state that the CONTRACTOR shall do or perform any particular labour or service or because in certain cases the CONTRACT documents state that a particular work, operation, supply, labour or service shall be performed/made by the CONTRACTOR at his own cost or without additional payment, compensation or charge or without entitlement of claim against the OWNER or words to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by the Price Schedule and in other cases it is not so stated.
- (ii) The cost of all construction and related vessels, craft, vehicles, movements, PLANT, equipment, distribution of water and power, construction of temporary roads and access, temporary WORKS, pumps, wiring, pipes, scaffolding, piling, shuttering and other materials, supervision, labour, insurance, fuel, stores, spares, supplies, appliances and materials, items, articles and things whatsoever (foreseen or unforeseen) by expression or implication to be supplied, provided or arranged in or relative to or in connection with the performance and/or execution of the WORKS and/or related or incidental thereto, complete in every respect in accordance with the CONTRACT document, and the plans, drawing, designs, orders and/or instructions;
- (iii) The cost of mobilisation including but not limited to mobilisation of vehicles, movements, machinery, equipment, gear, tools, tackle, consumables and other items and goods and personnel necessary for or to perform the WORKS contemplated under the CONTRACT, preparation and erection of work yards, ware houses for storing EQUIPMENT and MATERIALS and other work places and facilities necessary for or to perform the WORKS contemplated under the CONTRACT and/or to supply the material included within the scope of supplies including all work, labour, inputs, goods, EQUIPMENT, and other items and things whatsoever necessary for the performance of the WORKS, dismantling and/or

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removal of the same and restoration of the SITE, lifting the materials and transporting them to CONTRACTOR's stock piles/work yard, job SITES and loading, stacking and/or storing the same.

- (iv) The costs and risks of all rents, royalties, licenses, permits, permission and other fees, duties, penalties, levies, and damages whatsoever payable for or in respect of any protected or patented goods, materials, equipment or processes employed in or relative to the WORKS and of all rents, royalties, licenses, permits, permissions and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other right, licenses, permit, privilege, permission or uses required for or relative to the performance of the WORK.
- (v) The cost of all GST and other taxes or terminal taxes payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties, GST, any applicable Cess and other direct and indirect taxes and duties, quay, wharfage, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on WORKS performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.
- (vi) The cost of all indemnities under the CONTRACT, and insurance premium on insurance required in terms of the CONTRACT documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen and unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of CONTRACT, and/or accident, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning, inclement weather, storm, tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail, sea, air and other transport, access or facility, flooding of SITE and/or access roads and approaches thereto, suspension of work, sabotage and other cause whatsoever.
- (vii) The cost of all inspections, tests and certificates relative thereto including third party tests and/or inspections where necessary, and of items, instruments, PLANT and/or tools and appliances required to conduct such inspection and tests.
- (viii) The cost of all materials supplied and/or intended for incorporation in the WORKS supplied within the scope of work, delivery thereof to the job SITE, loading, transportation and unloading thereof, waste on materials, and return of empties and surpluses.
- (ix) The cost of all escalations (foreseen and unforeseen) including but not limited to increase in Government taxes and duties (beyond contractual completion period and any extension hereof due to reasons attributable to CONTRACTOR), labour costs and material costs and other inputs whatsoever.
- (x) All supervision charges, establishment's overheads, finance charges and other costs and expenses and charges to the CONTRACTOR, and the CONTRACTOR's profit of and relative to the WORK and/or supply.
- (xi) The cost of all deductions, reductions, discounts, adjustments and withholdings whatsoever under or in connection with the CONTRACT.

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(xii) The cost of all CONTRACTOR's Travel expenses, Lodging & Boarding expenses, overtime, office/site establishment expenses, attending meetings, etc. related to execution of the contract.

56.5.3 The prices stated in the Price Schedule (BOQ) and LUMP SUM (LS) PRICE(s) shall not be subject to escalation or increase for any reason whatsoever unless otherwise provided in the CONTRACT documents.

56.6.0 ADVANCE PAYMENT

56.6.1 Without prejudice to the provisions of Clause 56.4.4 hereof, the OWNER shall by way of assistance to the CONTRACTOR, make "advance" or "on account" payments to the CONTRACTOR during the progress of the work and/or supply on the basis of Running Account Bills or otherwise as elsewhere more specially provided for in the CONTRACT documents. However, all payments shall be as per the payment terms agreed as per relevant clause.

56.6.2 The following provisions shall apply with respect to "advance" payments to the CONTRACTOR:

56.6.2.1 Advance(s) paid to the CONTRACTOR shall carry interest at the rates specified in the SPECIAL CONDITIONS OF CONTRACT, and shall be adjustable (without prejudice to the any other mode of recovery) from the Running Account Bills of the CONTRACTOR as provided in the SPECIAL CONDITIONS OF CONTRACT.

56.6.2.2 The advances paid to the CONTRACTOR shall be used for execution of this contract only and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that an advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and, without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).

56.6.3 The approved Bill of Materials shall form the basis for the calculation of "on account" payments with respect to supplies of materials. It is understood, however, that the Bill of Materials or approval thereof by the OWNER shall not in any way relieve the CONTRACTOR of its full responsibility to supply to the OWNER within the scope of supply, any and all materials whatsoever required for the performance of the WORK within the scope of work, or otherwise howsoever confine the responsibility of the CONTRACTOR within the scope of supply to the supply of MATERIALS indicated in the Bill of Materials, nor shall it otherwise be assumed or be deemed or construed as an acceptance by the OWNER of the adequacy or sufficiency of the MATERIALS listed in the Bill of Materials to meet the quantitative and/or qualitative requirements of the materials required to be supplied by the CONTRACTOR under the scope of supply or otherwise in any manner operate to bind the OWNER or to limit the liability of the CONTRACTOR, such Bill(s) of Materials being designed only to provide a basis for making "on account" payments to the CONTRACTOR for materials supplied, with a view that the OWNER shall make "on account" payments to the CONTRACTOR for the various materials supplied on the basis thereof in the manner and at the time in this behalf provided for in the CONTRACT.

56.6.4 The approved Schedule of Activities shall form the basis for the calculation of on account payments with respect to services/works performed by the CONTRACTOR. It is however

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understood that the Schedule of Activities or approval thereof by the OWNER shall not in any way relieve the CONTRACTOR of his full responsibility to perform within the scope of services/WORKS whatsoever is required for the performance of the WORK covered by the scope of work or otherwise however confine the responsibility of the CONTRACTOR to the performance of the services indicated in the Schedule of Activities, nor shall otherwise be assumed or be deemed or construed as an acceptance by the OWNER of the adequacy or sufficiency of the WORK/activities listed in the Schedule of Activities to meet the quantitative and/or qualitative requirements of services required to be performed or WORK required to be done by the CONTRACTOR under the scope of services or otherwise in any manner operate to bind the OWNER or to limit the liability of the CONTRACTOR, such Schedule of Activities being designed primarily to provide a basis for making On Account payments to the CONTRACTOR for works/services performed, with a view that the OWNER shall make "On Account" payments to the CONTRACTOR for the work/services performed on basis thereof in the manner and at the time in this behalf provided for in this CONTRACT.

- 56.6.5 For the purposes of making "on account" payments for the WORK performed, monthly or otherwise as the PROJECT MANAGER may specify in this behalf, the CONTRACTOR shall make a quantitative assessment of the WORK performed by the CONTRACTOR as listed in the Schedule of Activities during the preceding month or other specified period and shall submit a Running Account Bill (in the form prescribed by the OWNER) in quadruplicate to the PROJECT MANAGER for the WORKS performed during the said month/period with detailed measurement thereof, the said Running Account Bill(s) to be drawn by applying the rates applicable under the Schedule of Activities to the applicable items, which shall be subject to certification by the PROJECT MANAGER specified for the purpose. The PROJECT MANAGER shall thereafter have a summary verification undertaken of the and quantities entered in the Running Account Bills and shall certify the Running Account Bills for payments on basis of such verification.
- 56.6.5.1 For the purpose of making "On Account" payment for materials supplied within the scope of supply other than payments made in advance monthly or otherwise as the PROJECT MANAGER may specify in this behalf, the CONTRACTOR shall make a quantitative list of material supplied by the CONTRACTOR within the scope of supplies at the job site and of the "On Account" payment made in respect thereof prior thereto, and of the "On Accounts" payment(s) becoming due in respect thereof during the preceding month or other specified period as the case may be supported by the Certificate of Verification and Good Condition given by the PROJECT MANAGER in order to qualify for the relative on account payment claimed as due. The CONTRACTOR shall submit such assessment in the form of a Running Account Bill prepared in the format prescribed or approved by the OWNER in this behalf in quadruplicate to the PROJECT MANAGER. The Running Account Bill(s) shall be drawn by applying applicable parts of the price(s) for relative materials as indicated in the Bill(s) of materials for the applicable item(s) and shall be subject to certification by the PROJECT MANAGER. The PROJECT MANAGER shall thereafter have a summary verification undertaken of the materials and quantities entered in the Running Account Bill(s) and of the amount claimed and shall certify the Running Account Bill(s) for payment on the basis of such verification.
- 56.6.6. The amount certified for payment by the PROJECT MANAGER on any Running Account Bill within the provisions for "on account" payments in the CONTRACT documents shall be conclusive for the determination of any "on account" payments and no claim shall be entertained by the OWNER contrary thereto or in contradiction thereof.

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- 56.6.6.1 In any certificate for on account payment, the PROJECT MANAGER shall be authorised to adjust in whole or part, any previous amount certified by error.
- 56.6.7.0 All “on account” payments shall be subject to deduction of previous payments on account and of all claims of the OWNER, adjustments and/or deductions provided for in the CONTRACT or agreed to between the parties, tax deductions and any other deductions required to be made under any law, rule or regulation for the time being in force.
- 56.6.7.1 All “advance” and “on account” payments shall be regarded merely as advance payments against the amounts due to the CONTRACTOR in terms of the CONTRACT, and any such payments shall be without prejudice to the full rights of the OWNER under the CONTRACT and the liabilities of the CONTRACTOR thereunder, and specially shall not be regarded as an acceptance or completion of any works or the acceptance of any materials paid for in terms of any Running Account Bill or otherwise, notwithstanding any verification or certification by the PROJECT MANAGER or otherwise in respect thereof.
- 56.6.7.2 Except as elsewhere herein to the contrary provided, the Schedule of Activities or Bill of Materials or other criterion applied by the CONTRACTOR in respect of any work or supply in his Running Accounts Bill(s) or acceptance thereof by the PROJECT MANAGER in verifying the bill in respect of such work or supply or criterion applied shall not be deemed to be binding upon the OWNER as determining the completeness, acceptance or price payable for relative work or supply.
- 56.6.8 Notwithstanding anything elsewhere provided in the CONTRACT documents, all advances made by the OWNER to the CONTRACTOR shall forthwith become repayable to the OWNER in the event of the CONTRACT being terminated for any cause.

56.7.0 MODE OF PAYMENT AND TAX DEDUCTIONS

- 56.7.1 All payments made under or in terms of the CONTRACT, payable in Indian currency, shall be paid by crossed “Account payee” cheque sent to the office of the CONTRACTOR notified in this behalf by the CONTRACTOR by courier or through RTGS/ Electronic Fund Transfer mechanism (EFT) in the CONTRACTOR’s bank account (RTGS shall mean Real Time Gross Settlement- a term used by Indian banking industry for electronically transferring money from one account to the other account). CONTRACTOR shall within 15 days of the EFFECTIVE DATE provide to OWNER its bank account details for the purpose of RTGS/EFT. All cheques drawn shall be payable at the designated office of the OWNER’s bankers and in no case will the OWNER be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.
- 56.7.1.1 Subject to the other provisions hereof, if the execution of the WORKS or the supply of the materials shall necessitate the importation into India of MATERIALS, PLANT or EQUIPMENT within the CONTRACTOR’s scope of supply, or if the WORKS or any part thereof are to be executed by labour from outside India or if any other circumstances exists as shall render this necessary or desirable, a portion of the payments to be made under the CONTRACT shall be made in the appropriate foreign currencies as requested in the CONTRACTOR’S bid and accepted by the OWNER.
- 56.7.1.2 All payments required to be made by the OWNER to the CONTRACTOR in foreign exchange shall be paid by Banker’s Draft drawn on any branch of State Bank of India in a

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country of the CONTRACTOR's choice in the currencies indicated in this behalf in the CONTRACT.

56.7.1.3 On written request from the CONTRACTOR, the payments by the OWNER to the CONTRACTOR may be made by wire transfer to an account or accounts to be designated by the CONTRACTOR and maintained by the CONTRACTOR with a bank or banks in India in respect of Rupee payments and to a bank or banks in the country in which CONTRACTOR's relevant bank account is located in respect of the Dollar/Home Currency payments, and shall be deemed to have been fully discharged when deposited in Dollars/Home Currency or Rupees as the case may be, in the account or accounts designated by CONTRACTOR as aforesaid, provided that, once all acts necessary to initiate the relevant wire transfer have been completed within the time specified for such payment, any delays within the international or domestic banking system in the transfer of such payments to CONTRACTOR's account or accounts shall not give rise to a claim that OWNER has breached its payment obligations hereunder. If funds are not received in the account or accounts designated by CONTRACTOR, OWNER will furnish upon CONTRACTOR's written request, documentary substantiation that all steps necessary to initiate the transfer of such funds have been taken by OWNER's bank or banks. All costs associated with such wire transfer and incurred in India shall be for OWNER's account, and all other costs shall be borne by the CONTRACTOR.

56.7.2 The CONTRACTOR shall be primarily responsible for the payment of all Indian Income tax.

56.7.2.1 It is to understand that in terms of the Indian Law, the OWNER is responsible also to deduct at source Indian Income Tax at prescribed rates on any money paid or payable by the OWNER to a non-resident CONTRACTOR. With this in view, the following stipulations shall apply with respect to payments to non-resident CONTRACTOR.

- (i) The CONTRACTOR shall promptly apply for instructions from Income Tax Authorities in India of the rate at which deductions of tax at source shall be made by the OWNER on payments to the CONTRACTOR. Any reasonable information required by the OWNER or Income Tax Authorities for such instructions shall promptly be furnished by the CONTRACTOR, in the form (if any) required. Pending such instructions, the OWNER shall not release any payment to a non-resident CONTRACTOR.

Notwithstanding the foregoing, it is also agreed that the OWNER and the CONTRACTOR acknowledge that any International Tax Treaty, if any, in force between India and the country of which CONTRACTOR is a resident for tax purposes shall be fully applied. Should the OWNER unduly apply any withholding tax in consideration of such international Treaty, CONTRACTOR shall be authorised to gross-up the CONTRACT PRICE accordingly and the OWNER shall pay CONTRACTOR the amounts become due.

- (ii) The amount(s) deductible at source by way of Indian Income Tax in accordance with the instructions of the Indian Authorities in conformity with applicable laws and international treaty or otherwise as aforesaid shall be deducted from all amounts payable by the OWNER to the CONTRACTOR.
- (iii) The amounts deducted shall be paid by the OWNER directly to the Income Tax Authorities on behalf of the CONTRACTOR. It is further agreed that the OWNER shall promptly provide CONTRACTOR with an official receipt in original issued by the relevant Administration in India of all the sums withheld and paid to the Indian tax Authorities.

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- (iv) In the event of the amounts deducted being found ultimately to be in excess of the Indian Income Tax assessed, the CONTRACTOR shall be exclusively responsible to apply for and collect the refund thereof from the Income Tax authorities concerned in this behalf.
- (v) OWNER shall protect, defend, indemnify and hold CONTRACTOR or CONTRACTOR Group harmless, from any and all claims or liability with respect to the amount of Indian Income Tax deducted at source by OWNER on all amounts payable to CONTRACTOR, assessed or levied by the Government of India against CONTRACTOR for or on account of any act or omission on the part of the OWNER in breach of items (ii) and (iii) of this clause. Any interest, penalties or other liabilities arising from such failure shall be borne by OWNER. However, in the strict conformity with applicable laws and international treaty, in the event of the amount deducted being found to be less than the Indian Income Tax payable on assessment or otherwise, the CONTRACTOR shall forthwith pay the short- fall to the concerned Indian Income Tax Authorities.

56.7.2.2 The CONTRACTOR shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the CONTRACTOR.

56.7.2.3 Payments to a CONTRACTOR resident in India shall be subject to deduction of taxes under Section 194 C of Income Tax and/or under other Section, law, rule or regulation for the time being in force providing for the deduction of tax at source.

56.8.0 CLAIMS BY THE CONTRACTOR

56.8.1 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.

56.8.2 If required by the OWNER, the PROJECT MANAGER shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the PROJECT MANAGER /OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the PROJECT MANAGER /OWNER for the purpose of verifying any CONTRACTOR's claim.

56.9 DISCHARGE OF OWNER'S LIABILITY

56.9.1 The acceptance by the CONTRACTOR of any amount paid by the OWNER to CONTRACTOR in respect of the Final Bill of the CONTRACTOR in settlement of all said dues to the CONTRACTOR under the Final Bill shall, without prejudice to the claims of the CONTRACTOR included in the Final Bill in accordance with the provisions of clause 56.4.2 of GCC, be deemed to be in full and final settlement of all such dues to the CONTRACTOR

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notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR related to the acceptance of such payment, with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the CONTRACT (including the arbitration clause) shall stand discharged and extinguished insofar as relates to and/or concerns the entitlements of the CONTRACTOR under the CONTRACT except for the CONTRACTOR's right, if any, to receive payment in respect of his notified claims included in his Final Bill and the right to receive payment of the unadjusted balance of the Security Deposit in accordance with the provisions of Clause 56.10.3 on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.

56.9.2 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the notified claims of the CONTRACTOR included in the Final Bill, in settlement of the claims of the CONTRACTOR, shall be deemed to be in full and final settlement of all claims of the CONTRACTOR notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR relative to the acceptance of such payment made as aforesaid with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the CONTRACT shall stand discharged and extinguished insofar as relates to and/or concerns the claims of the CONTRACTOR except for the CONTRACTOR's rights to receive payments of the unadjusted balance, if any, of the security deposit in accordance with clause 56.10.3.0 hereof on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.

56.9.3 Notwithstanding anything provided in Clause 56.9.1 and/or Clause 56.9.2, the CONTRACTOR shall be and remain liable for defects in terms of DEFECT LIABILITY PERIOD and associated clause thereunder and for any indemnity to the OWNER in terms of Clause 56.10.2 and shall be and remain entitled to receive the unadjusted balance of the Security Deposit remaining in the hands of the OWNER in terms of Clause 56.10.3 and associated clauses thereunder.

56.10.0 FINAL ACCEPTANCE CERTIFICATE AND RELEASE OF SECURITY

56.10.1 Forthwith on the CONTRACTOR's application made after the expiry of DEFECT LIABILITY PERIOD provided and associated clauses thereunder and satisfaction of all liabilities of the CONTRACTOR in respect thereof, the PROJECT MANAGER shall issue a FINAL ACCEPTANCE CERTIFICATE to the CONTRACTOR Certifying that the CONTRACTOR has performed his obligations in respect of the DEFECT LIABILITY PERIOD and associated clauses thereunder, and until issue of such FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed not to have performed such liabilities notwithstanding issue of the PRELIMINARY ACCEPTANCE CERTIFICATE or payment of the Final Bill by the OWNER.

56.10.2 Upon application for the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall:

- (i) Be deemed to have warranted that it had been fully paid and satisfied all claims for or arising out of the WORK, labour, MATERIALS, supplies and EQUIPMENT used in or connected with the CONTRACT and all other liabilities whatsoever touching or affecting the CONTRACT, or its performance, including in relation to SUB-CONTRACTORS and suppliers, and

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- (ii) To have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising there from or relating thereto, Infringement of patents, copy right etc.

56.10.2.1 Upon issue of the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed to have released, acquitted and discharged the OWNER from and against all claims (known or unknown), liens, demands or causes of action of any kind whatsoever arising out of or relating to the CONTRACT or otherwise howsoever touching or affecting the same.

56.10.3 Forthwith on application made by the CONTRACTOR in this behalf accompanied by the FINAL ACCEPTANCE CERTIFICATE, or within 84 (Eighty Four) days of the OWNER passing the CONTRACTOR's Final Bill, whichever shall be later, the OWNER shall cancel and return to the CONTRACTOR all previous Bank Guarantees remaining unutilised in the hands of the OWNER, and upon such cancellation and return, the OWNER shall stand discharged of all obligations/ liabilities under the CONTRACT provided that the cancellation and return of any Bank Guarantee(s) furnished by the CONTRACTOR as and by way of security deposit shall be subject to the CONTRACTOR replacing such Bank Guarantee(s) with a Bank Guarantee from OWNER's approved list of banks in a format acceptable to the OWNER covering 3% (Three percent) of the value (as determined by the OWNER) of equipments/works replaced or repaired during the DEFECT LIABILITY PERIOD for the unexpired term of extended defect liability period in respect thereof plus a 9 (nine) months period. The claims or demands made during such additional 6 months period shall refer to events which has occurred before the expiry of the DEFECT LIABILITY PERIOD.

56.11 CLAIMS OF OWNER

56.11.1 The release/payment of any unadjusted balance of the Security Deposit (furnished in the form of a Bank Guarantee or otherwise) by the OWNER to the CONTRACTOR as aforesaid or otherwise shall not be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE or shall not stop or prevent the OWNER from thereafter making or enforcing any claim or any rights existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE against the CONTRACTOR with the intent that the claims of the OWNER, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of **FINAL ACCEPTANCE CERTIFICATE** and/or the release of Security Deposit to the CONTRACTOR.

57.0 UNDERGROUND OBSTRUCTIONS

Underground obstructions, if any will be removed by Owner. The soil investigation report furnished in the technical part is indicative only and is enclosed purely for information/guidance purpose to the bidders. The contractor shall carry out its own detailed soil investigation for the proposed plant. Design of the foundation system of the plant shall be based, only on the site specific report. Nothing extra shall be paid in case of any variation arising out of the soil report conducted report conducted by the bidders and the data given in the tender is only for guidance purpose.

58.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES

58.1 Within 30 days of execution of the CONTRACT, the CONTRACTOR shall, insofar as necessary, register itself and the CONTRACT at their own cost with the Reserve Bank of India, Income Tax, GST and/or any other applicable statutory authorities as required under

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the rules and regulations governing in India. The TOTAL CONTRACT PRICE shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to OWNER for record.

58.2 Immediately after notification of the acceptance of Bid, the foreign CONTRACTOR shall obtain permission for opening of their office(s) in India from the Reserve Bank of India, and shall obtain Income Tax clearance from Indian Income Tax authorities. Among other formalities, these will be required by the OWNER to release any payment due to the CONTRACTOR.

59.0 STATUTORY APPROVALS

59.1 Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all approvals from any authority (except for environment clearance) required under any statute, rule or regulation of the Central or State Government concerned with the performance of the CONTRACT and/or the contractual Work. The application on behalf of the OWNER 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 approval. All statutory fees shall be paid by the CONTRACTOR.

59.2 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 the OWNER. The inspection and acceptance of the WORKS by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this CONTRACT.

59.3 No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.

60.0 UTILISATION OF LOCAL RESOURCES

60.1 The CONTRACTOR shall ascertain the availability of local SUB-CONTRACTORS and skilled/unskilled manpower and engage them to the extent possible for performance of the WORKS.

60.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site, but shall make maximum use of local labour available.

61.0 FUEL REQUIREMENT OF WORKERS

The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose. The CONTRACTOR shall abide by the conditions put forth by the Environmental Clearance for the SITE as regards to construction workers.

62.0 SURPLUS MATERIAL

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Notwithstanding anything provided elsewhere, all surplus materials shall be dealt as follows:

- 62.1 Any balance surplus MATERIALS including scrap shall belong to the CONTRACTOR upon completion of the WORKS.
- 62.2 For taking out balance surplus MATERIALS as mentioned above upon the completion of the project, the CONTRACTOR shall have to furnish proof of entry and ownership of such MATERIALS inside the SITE, certification of PROJECT MANAGER and OWNER in this regard.
- 62.3 In case of applicability of concessional custom duty, all imported surplus materials other than CONSTRUCTION EQUIPMENT which is brought to the SITE shall be the OWNER's property and shall be returned by the CONTRACTOR to the OWNER's designated stores. All such materials shall be subject to reconciliation and a proper accounting procedure shall be developed and strictly followed by the CONTRACTOR recorded in the inspection reports, proforma of which will be approved by the PROJECT MANAGER. These reports shall form part of the completion DOCUMENTS. Inspection and acceptance of the WORK shall not relieve the CONTRACTOR from any of his responsibilities under this CONTRACT. However, indigenous Surplus Material as certified by the OWNER will be allowed to be taken back by Contractor after compliance of statutory formalities.

63.0 COORDINATION WITH OTHER AGENCIES

- 63.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site so that WORK may be carried out concurrently, without any hindrance to others. The PROJECT MANAGER shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.
- 63.2 If and when required for the coordination of the WORKS with other agencies involved at SITE, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

64.0 ERECTION OF EQUIPMENT

All erection shall be carried out by deploying a crane(s) of suitable capacity. Erection by derrick shall not be permissible. The CONTRACTOR shall submit erection schemes for erection of critical equipment to PROJECT MANAGER for his APPROVAL. No EQUIPMENT shall be erected in the absence of an approved erection scheme for such EQUIPMENT.

The quoted rates of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane.

65.0 ELECTRICAL CONTRACTORS LICENCE

- 65.1 The CONTRACTOR or its nominated SUB-CONTRACTOR(s), as the case may be, shall have a valid electrical contractor's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to PROJECT MANAGER before commencement of any electrical work or work pertaining to Electrical System.
- 65.2 No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the

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CONTRACTOR or SUB-CONTRACTOR, as the case may be, intending to execute the WORK.

66.0 RENTS & ROYALTIES

Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the WORKS or any temporary works.

67.0 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER 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 thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions commissions, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims or counter claims against the Government of India arising out of this CONTRACT and covenants not to sue the Government of India on any matter, claim, and cause of action or thing whatsoever arising of or under this CONTRACT.

68.0 SITE CLEANING

The CONTRACTOR shall take care to keep clean the job site at all times for easy access to the job site and also from the safety point of view in accordance with the CONTRACT requirements.

69.0 ACCESS TO SITE

69.1 The CONTRACTOR shall at his own cost and initiative arrange for and provide any access to the work area and stringing or other yards for labour, EQUIPMENT and MATERIAL as may be necessary for any cause in addition to the ingress and egress available. Any arrangements in respect thereof as may be entered into by the CONTRACTOR with any person interested in the land through which access is sought, shall be in writing and a copy of the writing (certified by or on behalf of the CONTRACTOR to be true copy thereof) shall forthwith be lodged with the OWNER. Such a writing shall specifically stipulate that the OWNER shall not be responsible for any claims under the CONTRACT or for any damage, loss or injury to the land or any material, item or thing thereon or in, and the CONTRACTOR shall keep the OWNER indemnified from and against any claim, action or proceedings in respect thereof.

69.2 The CONTRACTOR shall at his own cost and initiative arrange for and obtain all necessary permissions, permits, consents and licenses as may be necessary to transport the MATERIALS, tools, EQUIPMENT, machinery and labour along or across any highway, roadway, or other way, or railway, tramway, bridge, dyke, dam or embankment, or lake, pond, canal, river, state terminal toll octroi, or other line, border or barrier. Traffic study if required, shall be carried out by CONTRACTOR independently without any liability on OWNER.

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70.0 INDEPENDENT CONTRACTOR

70.1 OWNER shall have the right to instruct and direct CONTRACTOR, as to the results to be obtained under the CONTRACT, and shall be entitled to ascertain whether the WORK is carried out in accordance with the requirements of the CONTRACT, including the right to inspect the WORK at all stages of its performance. Such instructions direction and/or inspection by OWNER shall not relieve CONTRACTOR of his obligation, duties or liabilities under the CONTRACT.

70.2 Neither CONTRACTOR nor any SUB-CONTRACTOR nor the employees, agents or representative of either shall be deemed to be employees, agents or representative of the OWNER in the performance of the CONTRACTOR obligations here under, unless otherwise specified in the CONTRACT.

71.0 PAYMENT TO THE SUB-CONTACTOR

CONTRACTOR shall indemnify and hold harmless OWNER for any claim brought by SUBCONTRACTOR against OWNER in relation to CONTRACTOR's payment obligations for the relevant purchase orders and sub-contracts.

71.1 CONTRACTOR agrees that he shall furnish to OWNER, if requested, satisfactory evidence that all SUB-CONTRACTORS, including vendor to CONTRACTOR have been paid on the time and in full for work done or good supplies in connection with the performance of the WORK.

71.2 If such satisfactory evidence is not supplied than the OWNER shall not be bound to make any further payment to CONTRACTOR for that part of work until it is supplies.

71.3 CONTRACTOR shall notify OWNER of any dispute of any kind between CONTRACTOR and any of his SUB-CONTRACTOR or vendors stating the nature of dispute, the amount of any payment which is being withheld by CONTRACTOR, the reasons thereof and the CONTRACTOR plan settle the dispute.

72.0 ORDER OF WORKS / PERMISSION / RIGHT OF ENTRY / CARE OF EXISTING SERVICES

CONTRACTOR is required to submit to OWNER the various details with respect to their personnel(s) to be deputed for the execution of WORK such as name(s), nationality and passport details in case of Foreign Nationals (Passport No., Date of Issue, Date of Expiry etc.). These details are required for granting permission to enter and work in the existing fertilizer complex. The OWNER reserves the right to declare any person(s) as non grata. No claim whatsoever shall be entertained by OWNER on this account.

OWNER shall have the right to object to any Representative or personnel deputed to India by CONTRACTOR for execution of WORK or in connection with WORK, due to their misconduct or breach of law and regulation or who are found to be incompetent or negligent. CONTRACTOR shall remove such persons from SITE forthwith and take immediate action for replacement at no cost to OWNER.

OWNER shall approve the CVs of important personnel of CONTACTOR viz. project manager, eng. Manager, procurement manager and Construction Manager.

73.0 GIFTS, COMMISSIONS, ETC.

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Any gift, commission or advantage given, promised or offered by or on behalf of the CONTRACTOR or his partner, agent, officers, directors, employee or servant or anyone on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the OWNER, shall in addition to any criminal liability which it may incur, subject the CONTRACTOR to the cancellation of this and all other contracts and also the payment of any loss or damage to the OWNER resulting from any cancellation. The OWNER shall then be entitled to deduct the amounts so payable from any monies otherwise due to the CONTRACTOR under the CONTRACT.

74.0 LABOUR LAWS- PF, EPF AND ESI

- 74.1 The CONTRACTOR shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 and the Central Rules framed there under and produce the same to the PROJECT MANAGER before start of WORK.
- 74.2 The CONTRACTOR shall not undertake or execute or permit any other agency or SUB-CONTRACTOR to undertake or execute any work on the CONTRACTOR'S behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act 1970 or their applicable lay, rule or regulation, if applicable.
- 74.3 The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the WORK. The CONTRACTOR shall furnish the code number allotted by the RPFC Authority, to the PROJECT MANAGER before commencing the WORK.
- 74.4 The CONTRACTOR shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 74.1 above or in obtaining the code number under clause 74.3 above and the same shall not constitute a ground for extension of time for any purpose.
- 74.5 The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- 74.6 All liabilities like salaries, wages and other statutory obligations in respect of the persons engaged by the CONTRACTOR shall be borne by the CONTRACTOR during the period of agreement. In view of the provisions of the ESI Act, PF and EPF Act and other Acts, as may be applicable to OWNER, the CONTRACTOR shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to PROJECT MANAGER periodically or at any date upon such request, as may be made by PROJECT MANAGER to the CONTRACTOR. In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to OWNER to withhold such amount as in its opinion is due and payable by the CONTRACTOR in respect of its employees from and out of dues, payable by OWNER to the CONTRACTOR and such due shall be held by OWNER with it until proof is submitted by the CONTRACTOR to OWNER indicating compliance with such statutes within reasonable time, failing which OWNER shall deposit such amounts with the authorities concerned on behalf of the CONTRACTOR and

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inform the CONTRACTOR of such deposit or deposits.

74.7 GENERAL STANDARD TERMS AND CONDITIONS

1. LABOUR LICENCE

Contractor engaging 20 or more workers must obtain valid Labour Licence for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement. Contractor shall abide the provisions made under The Contract Labour (R& A) Act, 1970.

2. PROVIDENT FUND CODE NO. & COMPLIANCE OF P.F. ACT

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15th day of Month P.F. Contribution of both shares (Employers/ Employees) @ 12% each of wage disbursed along- with the necessary Administrative Charges. Receipt copies of the challans along with ECR statement should be submitted by contractor to HR Dept. before 25th of every month through Executive Dept. as per check list provided by HR Deptt.

3. EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I. ACT (As applicable)

The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act drawing wages up to Rs. 21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @3.25% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to HR Dept.

The contractor should also submit the six monthly return and also should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/ Dispensary. If any contract worker earns Gross monthly wages more than Rs. 21,000/- the provisions of The Employees Compensation Act,1923 will be made applicable to them. Contractor has to ensure the compliance of the same. The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, EMD, Security Deposit etc.

4. REGISTRATION UNDER THE MAHARASHTRA LABOUR WELFARE FUND (AMENDMENT ACT, 2003 & PROFESSIONALTAX)

The Contractor must obtain independent Registration No., under the Bombay Labour Welfare Fund Act ,1953 and pay 6 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code Number. Also contractor should have registration under Professional Tax and deduct the same from

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wages of his employees & remit P.Tax every month to Government treasury in time and also submit returns in time as applicable.

5. **PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT OF CONTRACT WORKERS)**

"Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person/ contract labour shall be employed without the valid certificate of fitness". The Contractor will get the Pre-Employment Medical Examination of his workers, done from the Doctor/Agency whose addresses are available with the contract awarding Authority (Execution Dept.).

6. **SUBMISSION OF DOCUMENTS TO HR DEPT.**

A) **BEFORE EXECUTION OF WORK**

The copy of the Work Order alongwith details of full name, age, fitness, etc., of all workers to be engaged, expected date of commencement of work may be informed immediately (submission of Form-VII) before execution of work, so as to Register the name of the Contractor before Registering Officer of the Central Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ contract Labours through Contractors. In addition, if the Contractor is going to engage 20 or more workers, necessary Labour Licence under Contract Labour Act is to be obtained by the Contractor before executing the work and copy is forwarded to HR Dept.

Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., and Welfare Fund no., separately in our name at the time of award of Contract including work order copy may be forwarded for further compliance to HR Dept. in order to show the same to PF & ESI Officers during their visit/ inspection.

In short, the Contractor shall furnish the following information to the HR Dept., within 7 days of the receipt of the Work Order or actual date of commencement of work, whichever is earlier through Execution Dept.

- Work Order Copy.
- ESI& PF Allotment letter.
- Contactor shall submit Application to Principal Employer for issuing them Form -III for obtaining Labour Licence. Accordingly, Principal Employer will issue Form No. III to contractor for obtaining Labour Licence (if applicable).
- Nature of work and the no. of workers to be engaged from the date of commencement of work.
- List of sub-contractors, if any, to execute the work along with detailed information of Sub-contractors.
- Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.
- All running bills including Final bill of the contractor along-with required labour compliance documents shall be routed through HR Dept. to ascertain that the contractor has complied the statutory requirement and same can be forwarded onwards to Authorities by HR Deptt. towards ensuring the compliance on part of Principal Employer.

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B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

The Contractor must remit ESI, PF,PT, MLW Contributions in respect of Contract workers to be engaged at RCF site and submit the proof of Challan & ECR copy every month along with Wages & Attendance register copy & Wage payment Bank Statements duly certified by representatives of Execution Dept. to HR Dept.

Monthly bills of Contractors should be reimbursed only when monthly NOC is issued by HR Dept. to the Contractor through Execution Dept., after examination that the ESI, PF & Wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.

The Contractor shall also remit Six Monthly Labour Welfare Fund Contribution and the return under the Maharashtra Labour Welfare Fund Act, 1953 due in June (to be deposited on or before 15 July) and December (to be deposited on or before 15 January) every year to avoid penalty and penal action against RCF.

It may be ensured that the Contractor shall submit all the relevant monthly documents showing compliance of all the relevant Acts, Laws, Rules and Legislations to HR Dept., through Execution Dept., whenever there are complaints/ non-compliance

C) SUBMISSION OF DOCUMENTS AT THE TIME OF FINAL BILL/ RELEASE OF SECURITY DEPOSIT:

Execution Dept., while submitting the Final Bill/Security Deposit, must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. It should be supported with NOC of workers so as to indemnify RCF from any liability in future.

All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept with Contractor, for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.

In short, the following is to be ensured as a regular Compliance by the Execution Dept., as the onus lies on Execution Dept., to make the compliance.

01. Issuance of Wage Slip one day prior to Disbursement of Wage or credit of salary to the Bank Account.
02. Online submission of ESI, PF, MLWF,PT Contribution and compliance.
03. Payment of Minimum Wage and Certification on Wage Register every month.
04. Issue of Employment Card, Attendance Card to Contract Workers.
05. Pehchan Card to every coverable employee under ESI Act.
06. The contractor shall pay wages to his workmen through E-Payment Mode. No

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wages payment shall be made in cash or through any other mode.

In event non-compliance, penalty on invoice amount for the respective period /bill raised by contractor, may be charged by Execution Dept. as per their NIT / Work Order terms.

The above must be incorporated in the NIT/ Work Order and then only concurrence of NIT/Work order will be done by HR.

07. Contractor shall abide /comply the following:-

1. During continuance of the Contract, the Contractor and his sub- contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.

2. The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.

3. The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.

4. Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.

5. Some of the major laws applicable and the compliance is to be made are given below:

1. Contract Labour (R&A) Act, 1970
2. Employees State Insurance Act, 1948
3. Employees Provident Fund& Misc. Provisions Act, 1952
4. Minimum Wages Act, 1948
5. Payment of Wages Act, 1936
6. Maternity Benefit Act, 1961
7. Employees Compensation Act, 1923
8. Factories Act, 1948
9. Payment of Bonus Act, 1965
10. The Maharashtra Labour Welfare Fund Act, 1953
11. Payment of Gratuity Act, 1972, etc.
12. Professional Tax Act.

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08. WORKING HOURS, LEAVES, OVERTIME, SAFETY, ETC., AS PER THE FACTORIES ACT

In respect of all labour, directly or indirectly employed in the work for the performance of contract job, the contractor shall at his own expenses arrange for all safety provisions mentioned in the statute. The Contractor shall ensure that he/she, his/her sub-contractor and his/her, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or not occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

09. DISPLAYING OF NOTICES AND ABSTRACT OF ACT WHICH ARE REQUIRED BY THE LAW

The Contractor has to display Statutory Notices at site office/work place including the Abstract of the Contract Labour (R&A) Act, 1970, Minimum Wages Act, etc., alongwith details of wages payable, wage period, place and time of disbursement of wages, names and addresses of the Inspectors, etc.

- 10.** The Contractor has to ensure the Signature/Thumb impression of the contract workmen on One Rupee Revenue Stamp on the Muster-cum- Wage Register and also ensure that the representative of Principal Employer has certified at the end of the entries of the Register.

11. PAYMENT OF WAGE AND OTHER BENEFITS

- 11.1** The Contractor shall pay not less than minimum wages to his workers as notified/revised from time to time as applicable under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. In any case, the rate of wage payable shall not be less than the higher of the two rates. Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual. The statutory rise shall consist of rise in PF&ESI contribution. Further, which also consist of revision of minimum wages(Basic Wage)and enhancement of limit of Bonus. However, it does not include, the payment of variable DA and Special Allowance.

- 11.2** The Contractor shall ensure payment of wages to all workmen, employed by him/her in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed thereunder, the Minimum Wages Act and any other applicable law including.

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11.3 TIMELY PAYMENT OF WAGES AS PER THE PAYMENT OF WAGES ACT

The Contractor must also keep his wage register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Company Officials and ensure the monthly payment on or before 7th of every month.

11.4 WEEKLY OFF

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS Three National Holidays:

1. 26th January
2. 15th August
3. 2nd October

These must be granted as paid holidays to all workers.

12. HEALTH, SAFETY AND WELFARE

The Contractor should ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and his Supervision to ensure the safety at work site. The Contractor shall ensure that only medically fit persons are engaged for job after medically examined by qualified Doctors.

13. PROHIBITION OF CHILD LABOUR

Engagement of child labour/adolescent is prohibited and anyone violating this clause will be blacklisted and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit. Person below the age of 18 should not be employed.

14. CLAUSE REGARDING ENGAGEMENT OF SUB CONTRACTOR – WORK ORDER

The Contractor shall not engage any sub-contractor without the specific permission of the Principal Employer. The contractors will be given such permission only on giving an undertaking that they will be responsible for, and take complete responsibility for non-fulfillment of any provision of the Contract Labour (Regulation and Abolition) Act or the rules made there under and other applicable Laws viz., ESI & PF Act. They will be also responsible for timely payment short payment of wages to the Contract Labour employed by sub-contractors along with the deposition of ESI&PF contribution of both shares in the respective Code No., either sub-contractor/main contractor, in respect of Contract Workers engaged by the sub-contractor. The contractors or the sub-contractors will not employ any inter-state-migrant labour without the permission of Principal Employer.

It is the duty of the main contractor or of ward one copy to HR Dept., about the permission of sub-contractor along with Undertaking, Indemnity Bond, Affidavit & monthly all such documents of ESI&PF and a copy of Labour Licence in respect of sub-contractor(s).

The following three Proforma with relevant details are submitted to HR Dept.

1)	Indemnity Bond	On 200 Rs. Stamp paper for issuing Form III to obtain Labour Licence to be submitting by Main Contractor
2)	Affidavit	On 100 Rs. Stamp Paper to be signed by sub-contractor about the Compliance of ESI&PF.
3)	Undertaking	On letter head to be signed by Main Contractor for engaging sub-contractors.

Main Contractor must clarify about the compliance of ESI&PF in respect of labours engaged by sub-contractors stating that the compliance will be made under the Code No., of Main Contractor/ respective sub-contractors along with the no. of workers engaged.

Copies of ESI & PF Allotment letter issued by the Govt. Authorities (Main contractor/sub-contractors, as applicable) are forwarded to HR Dept.

15. GENERAL TERMS

- a) Whenever word "Employee" issued please use the word "Contract Labour" or "Contractor Employee "and read accordingly.
- b) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- c) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour(R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- d) Contractor should complete the work as assigned during his contract period.
- e) Contractor should regulate the conditions of employment of his employees/ contract Labour.
- f) Contractor shall keep adequate no. Of strength and contractors' services shall be available as and when required during the emergency.
- g) Contract labour shall be in neat and clean uniform and with proper safety appliances (PPE's) while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- h) All persons employed by the contractor shall be his own employees for all intends and purposes. Contractor Supervisors should be available to give instructions to the contractor workers and will supervise the entire work.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour(R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j). Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.

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- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contractors labour lies with the contractor himself / herself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep RCF indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, the re under through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall been titled in law.

16. CONTRACTUAL OBLIGATIONS

- 16.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued there under from time to time. The contractor should show all his records/monthly returns to HR Department to ensure strict compliance at proper time. If contractor fails to do so, contractor failure will be breach of the contract and the Execution Dept., may in its discretion cancel the contract.
- 16.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 16.3 RCF shall be titled at all times to carry out check(s) or inspection(s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that he workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.

17. PRESERVATION OF REGISTERS/RECORDS

The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different Jaws shall be preserved properly by the contractor. One set of photo copies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of monthly bill/final bill/security deposit will be preserved in HR Dept. to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Contractor/ Execution Dept. Must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy ,ESIC and PF Challans etc. As referred in clause 6(C) in this Standard Terms and Condition for the retention period as per the policy to show as and when required to Investigation Agency.

18. RELEASE OF SECURITY DEPOSIT

Final bill Security Deposit shall not be paid till the clearance / NOC certificate from HR Dept., is obtained.

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19. CHARACTER VERIFICATION

The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any Jaw and status in force from time to time or any other reason whatsoever.

The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.

20. SUPERVISION AT WORK SITE

The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such workers will have no claim against the Company whatsoever.

21. TERMINATION OF CONTRACT

RCF may terminate the contract any time on giving the Contractor a notice in writing as per terms of contract. If the Execution Dept., finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Execution Dept., shall be the sole judge. Upon termination, the Contractor shall only be entitled to be paid for the work actually performed upto the date of termination, as per the terms and conditions of the contract.

22. PENALTY CLAUSE

In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT /Work Order in addition to statutory compliance, the Execution Dept., on behalf of Company will deduct the appropriate amount as penalty out of the bills submitted by the contractor. The decision in this regard taken by the Company will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.

23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD

After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

24. The Contractor will ensure to provide canteen facility to his workmen as per rules.

25. Company reserves the right to modify falter or cancel any part/full job order without assigning any reason thereof.

26. UNIFORM:-The Contractor has to provide Uniform, rainy shoes and rain coat to his workmen engaged at RCF site. Contractor has to ensure that the workers wear their uniform while on job.

27. Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, RCF will not own any responsibility in this regard of whatsoever nature.

28. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

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01. Under Contract Labour (R&A) Act, 1970

Every contractor shall in respect of each work on which he engages Contract Labour shall required to maintain following Registers/Records.

- i) Muster Roll } OR Muster-Cum-Wage Register
- ii) Register of Wages }
- iii) Issue Wage Slips to the workers atleast a day prior to the disbursement of Wages.
- i) Issue of Employment Card /Identity Card.

02. Under Minimum Wages Act

- (a) Muster Roll
- (b) Register of Wages
- (c) Register of Deductions
- (d) Register of Overtime
- (e) Register of Fines
- (f) Register of Advances

03. Factories Act:

Register of Adult workers-The register of adult workers shall be in Form17. This register shall be written up afresh each year and shall be preserved for a period of twelve months.

Providing of Personal Protective equipments (PPE's) Maintenance of Overtime Register
Maintenance of Leave with Wages Register(Form20).

04. Employees state insurance Act1948

- (a) Accident Registers
- (b) Inspection Book

75.0 GENERAL PROVISIONS

75.1.0 Confidential Information

75.1.1 Non-disclosure

75.1.1.1 Each party agrees to hold in confidence any information imparted to it or in the case of CONTRACTOR, to any of its SUB- CONTRACTOR / VENDOR, by the other Party which pertains to that other party's business activity in any manner, and which is not be subject of general public knowledge, including, without limitation, proprietary processes, technical information and know-how, information concerning other projects, management policies, economic policies, financial and other data and the like. The preceding non-disclosure requirements shall not apply to:

- i) Information furnished without restriction by the other Party prior to the date hereof

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- ii) Information in the public domain; or
- iii) Information obtained by a Party from a third Person not under obligation of non-disclosure to the other party.

75.1.2 **Disclosure to Govt. Agency**

75.1.2.1 Either Party may disclose any such information to the extent that such Party is required by any Government Agency to make such disclosure. In addition, OWNER may disclose such information to the extent that such disclosure is required by any Lender / Lender's Representative, etc.

75.1.3 Upon completion of the Works or in the event of termination pursuant to the provisions of the CONTRACT, CONTRACTOR shall immediately return to the OWNER all drawings, plans, specifications and other documents supplied to the CONTRACTOR by or on behalf of the OWNER or prepared by the CONTRACTOR solely for the purpose of the performance of the WORKS, including all copies made thereof by the CONTRACTOR.

75.1.4 This clause shall survive and remain in full force for a period of ten years following the issue of FINAL ACCEPTANCE CERTIFICATE.

75.2.0 **Training of Personnel**

CONTRACTOR shall make necessary arrangements for the practical training of reasonable number of Technicians/Engineers of OWNER, if so desired by OWNER at its office or SUB-CONTRACTOR's works of manufacture in the operation and maintenance of EQUIPMENT without any extra cost. The expenses for traveling, lodging and boarding of the personnel of OWNER deputed for training shall be borne by OWNER.

75.3.0 **Recovery of Sums / Dues**

75.3.1 All costs, damages or expenses which OWNER may have incurred, for which CONTRACTOR is liable under CONTRACT, shall be notified to CONTRACTOR and shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said sums/dues, CONTRACTOR shall pay immediately to OWNER such sums/dues or the balance sums/dues on demand.

75.3.2 All Mutually Agreed Damages applicable and to be recovered from CONTRACTOR under CONTRACT, shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said Mutually Agreed Damages, CONTRACTOR shall pay immediately to OWNER such LIQUIDATED DAMAGES or the balance Mutually Agreed Damages on demand.

75.3.3 For avoidance of doubt all the rights and remedies of OWNER and liabilities of the CONTRACTOR as set out in the CONTRACT shall be to the exclusion of any other rights, remedies or liabilities available at law.

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75.4.0 **Payments etc. not to affect rights of OWNER**

No sum paid on account by neither OWNER nor any extension of the date for completion granted by OWNER shall affect or prejudice the rights of OWNER against CONTRACTOR or relieve CONTRACTOR of its obligation for the faithful performance of CONTRACT.

75.5.0 **Cut-Off Dates**

No claims or correspondence on claims on this CONTRACT shall be entertained by either parties after 6 months after expiry of the Performance Bank Guarantee, unless specified otherwise in CONTRACT.

75.6.0 **Paragraph Heading**

The paragraph heading in those conditions shall not affect the construction thereof.

75.7.0 **Site Working and Safety Conditions**

CONTRACTOR shall follow the SITE working and safety conditions enclosed as Per Section-13.0, Part-II of NIT.

75.8.0 **Miscellaneous**

75.8.1 No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.

75.8.2 Without prejudice to FORCE MAJEURE, CONTRACTOR shall, during inclement weather, carry out WORK in accordance with CONTRACT and CONTRACTOR shall not be entitled to any additional payment over and above the fees payable under CONTRACT by reason of its being unable to carry out WORK owing to inclement weather.

76.0 **Change in constitution**

Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER 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 12 of GCC and the same action may be taken and the same consequence shall ensure as provided in the said clause.

77.0 **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

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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 OWNER.

78.0 Members of the OWNER not individually liable

No Director, or official or employee of the OWNER/ PMC shall in any way be personally bound or liable for the acts or obligations of the OWNER 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.

79.0 OWNER not bound by personal representations

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.

80.0 Land for Contractor's Field Office, Godown and Workshop

The OWNER 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 PROJECT MANAGER. 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 PROJECT MANAGER. If the CONTRACTOR shall fail to comply with these requirements, the PROJECT MANAGER may at the 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 OWNER 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 OWNER. 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 OWNER 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 OWNER. 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 OWNER or his authorised 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 PROJECT MANAGER.

81.0 ROUNDING-OFF 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

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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.

82.0 ARTICLES OF VALUE FOUND

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 OWNER and the CONTRACTOR shall duly preserve the same to the satisfaction of the PROJECT MANAGER and shall from time to time deliver the same to such person or persons indicated by the OWNER.

83.0 WORK IN MONSOON AND DEWATERING

(i) 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.

(ii) 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.

84.0 General conditions for construction and erection work

(i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the OWNER 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 OWNER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the PROJECT MANAGER or his authorized representative and obtain his prior written permission.

(ii) The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle time payment whatsoever.

(iii) The CONTRACTOR shall submit to the OWNER/PROJECT MANAGER 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 PROJECT MANAGER.

85.0 Action where no specification is issued

In case of any class of WORK for which there is no SPECIFICATION supplied by the OWNER 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 PROJECT MANAGER

86.0 Action and compensation in case of bad work

If it shall appear to the PROJECT MANAGER 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

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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 PROJECT MANAGER or his authorised 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER as to any question arising under this clause shall be final and conclusive.

87.0 OWNER may do part of work

Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER 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 OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER 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 OWNER.

88.0 CARE OF WORKS

i) 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 PROJECT MANAGER's instructions.

ii) DEFECTS PRIOR TO TAKING OVER: If at any time, before the WORK is taken over, the PROJECT MANAGER 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. In case CONTRACTOR shall fail to do so, the OWNER 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 OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the PROJECT MANAGER 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 thereof provided in clause 3.0 (22) of General Conditions of Contract) and have passed the tests on completion, the PROJECT MANAGER

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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 OWNER 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 OWNER shall be entitled to take over any group or groups before the other or others and there upon the PROJECT MANAGER 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, notwithstanding date of grant of Completion Certificate for group/ section/ part.

iii) 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 OWNER 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 OWNER. 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 OWNER 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.

89.0 Field Management & Controlling / Coordinating Authority

i) The field management will be the responsibility of the PROJECT MANAGER, who will be nominated by the OWNER. The PROJECT MANAGER may also authorize his representatives to assist in performing his duties and functions.

ii) The PROJECT MANAGER 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.

90.0 Local Conditions

i) 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 familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956/2013, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. OWNER shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

ii) 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.

91.0 POWER OF ENTRY

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 PROJECT MANAGER -

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- 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 PROJECT MANAGER, or
- iv) fail to carry out and execute the WORK to the satisfaction of the PROJECT MANAGER, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- 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 PROJECT MANAGER requiring such breach to be remedied, or
- vi) if the CONTRACTOR shall abandon the WORK , or
- vii) 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 OWNER 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 OWNER 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 PROJECT MANAGER 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 OWNER 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 PROJECT MANAGER 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 OWNER by the CONTRACTOR and the OWNER 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.

92.0 LIENS

- 1) If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER 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 OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.

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- 2) The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 3) The final payment shall not become due until the CONTRACTOR delivers to the PROJECT MANAGER 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 PROJECT MANAGER that all invoices for labour, materials, services have been paid in lien thereof and if required by the PROJECT MANAGER in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 4) CONTRACTOR will indemnify and hold the OWNER harmless, for a period of two years after the issue of FINAL ACCEPTANCE CERTIFICATE, from all liens and other encumbrances against the OWNER 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 OWNER will defend at his own expense, any claim or litigation brought against the OWNER 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.

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ANNEXURE

HSE REQUIREMENT

Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.

All the Contractors/Subcontractors/ Suppliers/ Transporters/ Consultants and their supervisors, shall follow and comply the following Safety instructions for safe execution of the allotted jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site. All the contractors/sub-contractors/ suppliers/ Transporters/ Consultants and their supervisors shall be termed as “Contractor”.

General Requirements and Responsibilities: All concerned mentioned above at all times must comply with the following requirements;

- a. Maintain full responsibility for all environmental, safety, security and health compliance matters.
- b. Shall take prompt action on safety compliance as per RCF’s Safety Procedures, Rules and Regulations.
- c. Responsible for correcting environmental, safety, security and health violations and/or unsafe conditions / act present in his/her operation.
- d. Ensure that all work activities and/or services are always carried out safely to prevent injuries / harm to any person and damage to properties and environment.
- e. Safety record at the RCF will be a criterion used to judge performance and determine whether or not persons/ groups mentioned as above qualifies for future contracts at RCF.
- f. ‘Stop Work Authority’ to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
- g. Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
- h. Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF’s procedures.
- i. Initiate immediate corrective actions towards unsafe acts or unsafe conditions so as to prevent or mitigate future recurrence.

I. General Instructions:

All the concerned mentioned above as “A” shall mandatory comply ESIC, PF, WCA & Group Insurance for all the workers / supervisors / Drivers/ Cleaners employed by them.

- a. Group insurance policy of contract workers/transport workers i.e. ‘Workmen compensation policy’ / ‘Group accident insurance policy’ and ESIC (Employee state insurance scheme) is compulsory for entire period of work covering all type of risks involved.
- b. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.

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- c. Contractor shall arrange necessary Gate Entry Passes in advance as per CISF requirements.
- d. Contractor workmen will follow the rules and regulations prevailing at RCF from time to time.

II. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No.O- For Trombay Unit as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

- a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.
- c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

- a. Safety Induction training on work place safety shall be mandatory to each new contractor employee at Safety department. Gate passes of such employees shall be stamped as Safety trained employees. Contractor to ensure that workers have received this mandatory training. This training will be valid for six months.
- b. PEP (Preparation Tool Box talk) talk must be given every day by Contractor Supervisor maintain its record at job site. It needs to be submitted to job execution department on a weekly basis.
- c. Contractor shall maintain record of safety training of all those manpower/labour who are deputed to carry out job at RCF site. Contractor must ensure that the individual of his workforce have undergone Safety Induction training again when the validity is expired.
- d. If any individual of contractor workforce had any critical illness or involved in major safety incidence the event must be brought to notice of Job execution department immediately

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and the individual must undergo Safety Induction training again irrespective of validity of previous training.

- e. Contractor shall ensure that his workforce understood the use of fire extinguishers, safety showers, PPE & emergency communication system available in the plants imparted during Safety Induction Training given by RCF & should get their doubts, if any, clarified during the training itself.

V. General Safety Instructions:

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.
- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.

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- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN BIS codes Information

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

VI. RCF Safety Procedures, Rules and Regulations (as mentioned in Point no. I)

A. Safety precautions for handling & use of compressed gas cylinders:

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.
3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.

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2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Contractor to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.
6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by contractor supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by contractor supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

C. Safety precautions during Radiography:

1. Contractor shall ensure that radiography is conducted by competent radiographer. Radiographer shall carry radiographer's license along with personal dosimeters (Chest & waist), Survey meters, lead apron, radiation trefoil symbols and adequate PPE.
2. The work area shall be cordoned off with access only to authorized work force.
3. Radiography work/Road diversion shall be informed to nearby control room.

D. Safety precautions during shot blasting:

1. The contractor should ensure all shot blasting activity to be done as per IS 1477 Part 1 (1971) and IS 9954 (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/helmet dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.
7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.

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10. Ensure proper earthing to the short blasting Gun & Machine

E. Safety precautions during hydro jet cleaning:

1. During hydrojet cleaning, person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggles.
2. Hydrojet machine pressure relief valves should be calibrated with valid certificate available.
3. Hydrojet machine must have a calibrated pressure gauge.
4. The components/Power cables of Electric panel shall be of appropriate rating w.r.t. Hydrojet Motor rating.
5. Panel shall have Emergency push button stop.
6. Contractor shall depute Electrician with Hydrojet Machine.
7. Hydrojet machine hose connection shall have sling protection(to avoid Whipping hose)

F. Safety precautions while Online leak sealing jobs:

1. May require JHA & safe work permit.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, Heat resistant suits & hand gloves (for hot lines), chemical resistant suit & hand gloves (for process fluids), full body harness with doubly lanyard (for height jobs) etc.
3. Contractor to ensure that positive air line with full vision face mask is provided at the site where online sealing job for hazardous chemicals is being carried out.

G. Safety precautions while Onsite Safety valve testing:

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

H. Safety precautions while using electrical appliances:

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings are used in hazardous areas as per instructions by Engineer-In-Charge designated by RCF for the job.

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3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

I. Safety precautions for working at height(2 M and above from ground/permanent platform):

1. Contractor must ensure that only individuals in his work force who have obtained Height pass issued by RCF Ltd are assigned work at height.
2. For height jobs, contractor employees shall wear safety helmet, safety shoes, safety goggles, cotton/cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored at different supports. Scaffold shall be as per IS 4014:1967 (Part 1) & IS 4014:2013 (Part 2). Life line shall be provided as Standby arrangement.
3. Contractor shall strictly use cup shape Base plate (50mm X 200mm & 50mm X 250mm for light (i.e.150kg /m2)/ heavy duty (300kg/m2) scaffolds.
4. Work to be done under strict supervision.
5. Any specific requirements related to specialized height jobs shall be complied as per NIT scope of work.
6. Above 10meter height retractable fall arrestor must supplied by contractor. EN:362 - Retractable fall arrestor

J. Safety precautions for Confined space job:

1. Contractor shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit (if required) before entering the vessel.
2. Contractor shall ensure that his employees know the job hazards which they may face before entry & during job execution by means of Pep talks on regular basis. The records of the pep talks are to be maintained and submitted to job execution department after job completion.
3. The contractor must maintain vessel entry / exit records of all entrants.
4. Contractor shall ensure that a rescue person always remains near the vessel entry point along with relevant rescue equipment, to keep watch, till all the entrants have come out.
5. Contractor shall ensure that cross ventilation, air hose and 24-volt hand lamp without cable joint and torch are made available before entering vessel. Contractor shall also ensure that authorized entrants are using all relevant PPE during entry and job execution.
6. Contractor shall ensure that rescue equipment and other emergency services procedures are available at site.
7. Contractor shall get himself aware of alternate light/power source arrangement in case of power failure.
8. For Vessel entry with height/ depth more than 02M, Contractor must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

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K. Safety precautions for working at fragile roof:

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

1. Contractors have to use tools with insulated handles
2. Contractors must ensure their work force use gum boots and hand gloves
3. Contractors have to ensure that for Deep Excavation (> 2m), shoring/ stepping is done & two escape routes are provided.
4. Contractors have to ensure that clearance from all concerned departments (on SWP) is taken to avoid interference from any underground cables/ pipelines
5. It has to be ensured that incase of dewatering activity, no person must be working in pit while submersible pump is energized. Also the submersible pump has to be isolated and disconnected at source before any person enters the work pit.
6. Contractor must ensure that all electrical connections must be provided with RCCB. Its trip working should be checked on daily basis.
7. It has to be ensured that there are no joints in cables provided in all electrical connections.

Penalty for violation of safety rules at work place:

Violations:

All unsafe acts, offences, breach of procedures or standards as classified herein.

Disciplinary Actions:

Penalty, termination of Contract(s) for Contractors, subcontractors, consultants, their supervisors and individual contract manpower/labour shall be applicable as follows:

For the first violation:

If any violation to the HSE requirements is observed from Individual Contract manpower/labour, Penalty as per the following table along with Warning letter shall be issued.

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For Second Violation(Penalty imposed shall be 1.5 times of existing penalty) besides below:

In case if the same labor /manpower is caught as a defaulter for the 2nd time he/she shall be debarred from entering the factory premises for a period of minimum 7 days from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

For Third Violation(Penalty imposed shall be three times of existing penalty) besides below:

In case if the same labor /manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

Note: The contractor shall ensure that incase if he has been awarded work orders in other areas such as

- Priyadarshini building, Township, Admin building etc.,for Trombay Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for Thal Unit

he shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (in Rs.)	
		1 st time violation (Calendar Year)	2 nd time Violation (Calendar Year)
1	Working without wearing safety helmet	1000	1500
2	Working without wearing safetyshoes	1000	1500
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc.	1000	1500
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters.	2000	3000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment.	1000	1500
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit	1000	1500
7	Working without valid test certificate for lifting tools/tackles	3000	4500

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8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO	2000	3000
9	Working without a valid Safety Work Permit	3000	4500
10	Permit not available at site	500	750
11	Gas cylinder without flash back arrestor	1000	1500
11	Gas cutting set with damaged hose/ pressure gauge/ without valve key	1000	1500
12	Gas cylinder without trolley (filled and empty)	500	750
13	Unauthorized personal entering into Cordon off area	500	750
14	Faulty wire/ cable laying on ground or using snapped cables	1000	1500
15	Improper hand tool or power tools	1000	1500
16	Smoking at work place area.	5000	7500
17	Found in intoxicated state	5000	7500
18	Violation of Road Rules	5000	7500

	Safety violations by Transport contractors	1 st time violation (Calendar Year)	2 nd time Violation (Calendar Year)
1	Faulty HAZCHEM displayed on Tanker	500	750
2	One PVC / Tychem Suit set if available	500	750
3	Both PVC /Tychem suit set are not available	1000	1500
4	Fire Extinguisher without Hydro Test.	1000	1500
5	TREM card not available	500	750
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver)	500	750
7	Lying/ resting below the vehicle	5000	7500
8	Any deviation found as per checklist for Tankers	500	750

M. General Environment Protection:

1. The contractor shall strive hard to conserve energy & water wherever possible.
2. The contractor shall not discharge chemicals, oil, silt, sewage, sullage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Contractor shall not use empty areas for dumping the wastes.
6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Contractor & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.

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8. Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises.

N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 plus GST per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
2. A penalty of Rs.3680.00 plus GST per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

O. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Trombay Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Thal Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

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PART I: COMMERCIAL

SECTION – 3.0

SPECIAL CONDITIONS OF CONTRACT

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GENERAL

The SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with the GENERAL CONDITIONS OF CONTRACT, specifications of work, DRAWINGS and any other document forming part of this CONTRACT wherever the context so requires.

Where any portion of the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any other provisions of the SPECIAL CONDITIONS OF CONTRACT, then unless a different intension appears, the SPECIAL CONDITIONS OF CONTRACT shall be deemed to over-ride the provisions of GENERAL CONDITIONS OF CONTRACT and shall prevail to the extent of such repugnancy or variations.

1.0 CONTRACTOR'S OBLIGATIONS

1.1.0 General Responsibility

1.1.1 The CONTRACTOR acknowledges that this CONTRACT is a lump sum turnkey contract and CONTRACTOR'S obligation hereunder, notwithstanding anything to the contrary contained herein, is to provide OWNER with fully operational PLANT, complete in all respects under and in accordance with the provision of CONTRACT, within the stipulated time and for the purpose designated herein by OWNER, and to do, furnish and provide everything necessary in connection therewith.

Without prejudice to the foregoing and except as otherwise expressly set forth in the CONTRACT as within the scope of OWNER's obligations under the CONTRACT, the CONTRACTOR shall perform or cause to be performed all WORK and services required in connection with the supply of process license, basic design and detailed engineering, procurement, supply, fabrication, inspection by Third Party Inspection agency (TPI) as applicable, expediting, route survey for ODCs, insurance, transportation of all equipment / materials to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and installation, obtaining all necessary statutory approvals, testing, mechanical completion, start-up, pre- commissioning, commissioning, sustained load test run, performance guarantee test run including total project management, administration and other services up to Preliminary Acceptance of PLANT by the OWNER on a total, fixed price basis in accordance with this CONTRACT. The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:

The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:

- (a) Supply of Process License, all engineering and design services including necessary investigation required for a completely engineered PLANT including necessary documentation;

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- (b) Provision of all equipment, systems, materials, processes, CONTRACTOR'S EQUIPMENT, temporary works and all other items, whether of a temporary or permanent nature including those required for the design, erection, completion commissioning, conducting of PERFORMANCE AND GUARANTEE TESTS and remedying of DEFECTS during DEFECTS LIABILITY PERIOD.
- (c) Transportation from works, port of entry and import clearance and handling services in and into India and inland transportation from the relevant points of delivery of EQUIPMENT required in connection with the completion of the PLANT, and the performance of the other WORK
- (d) Project management.
- (e) Receipt of EQUIPMENT at SITE including stores management.
- (f) Construction infrastructure services, civil and structural construction; mechanical, electrical and instruments erection and installation services; testing and commissioning, and PERFORMANCE AND GUARANTEE TESTS before PRELIMINARY ACCEPTANCE of PLANT including all relevant applicable permits, with CONTRACTOR having responsibility for overall co-ordination of permits required by the OWNER and all training activities;
- (g) Provision of all necessary superintendence, labour, construction fuels and construction (but not fuel, water and electricity for commissioning, testing and operating the PLANT which OWNER will provide to CONTRACTOR at no cost), chemicals, utilities, tools, supplies and other consumables and services; and
- (h) Deleted
- (i) Rectification of defects during DEFECTS LIABILITY PERIOD.

1.1.2 CONTRACTOR shall provide services, for PLANT, in accordance with good engineering practice. CONTRACTOR shall provide services of engineers, designers, draftsmen, buyers, inspectors, expeditors and other persons required for the performance of WORK pursuant to CONTRACT.

1.1.3 In the event that there is any item of EQUIPMENT or WORK of the type provided for in CONTRACT, which is not specifically mentioned in the specifications or drawings set out in FINAL PROPOSAL, but which is necessary (even though not mentioned in CONTRACT) for normal, safe and continuous operation of PLANT, based on mutual agreement between OWNER and CONTRACTOR, CONTRACTOR shall include such item of EQUIPMENT in the design and perform such items of WORK, for such EQUIPMENT or WORK free of cost to OWNER as if the same had been originally included in its Scope of Work/FINAL PROPOSAL.

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- 1.1.4 Subject to prior consent of OWNER, CONTRACTOR may make use of the services of SUB-CONTRACTOR/ VENDOR (previously approved in writing by the OWNER) in accordance with the provisions in CONTRACT provided, however, the CONTRACTOR shall remain responsible and liable for the work done by such SUB-CONTRACTOR/vendor.
- 1.1.5 The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the OWNER's name from the various statutory authorities.
- 1.1.6 The CONTRACTOR shall provide full technical assistance including follow-up to OWNER for obtaining the necessary approvals to be issued in the name of OWNER from the various statutory authorities.
- 1.1.7 The CONTRACTOR shall furnish Security Deposit / Contract Performance Bond as per the enclosed format in line with the provisions of GENERAL CONDITIONS OF THE CONTRACT.
- 1.1.8 The enumeration in subsequent Clauses of SPECIAL CONDITIONS OF CONTRACT, in GENERAL CONDITIONS OF CONTRACT and other documents of CONTRACT shall not in any manner limit the general scope of obligations and responsibilities of designing, engineering, procurement, supply, construction, commissioning and proving the performance guarantees of PLANT within the scope of CONTRACT.
- 1.1.9 **Deleted**
- 1.2.0 CONTRACTOR's Scope of Work**
- 1.2.1 CONTRACTOR shall provide and be responsible for the tasks specified in this Clause under the following heads:
- 1.2.2 DELETED.**
- 1.2.3 Design & Engineering**
- 1.2.3.1 CONTRACTOR shall provide all design and engineering services necessary for completion of the PLANTS in conformity with the CONTRACT and Good Engineering Practices and the NIT including but not limited to:
- (a) Preparation of
- Project design book which shall form the basis of PLANT design;
 - The conceptual design; and
 - The engineering and design necessary to describe and detail the PLANT and the Project.
- (b) Provision of criteria for the detailed design by other suppliers of

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equipment/system/structures for incorporation into the PLANTS.

- (c) Preparation of design, engineering, drawings, plans, bill of material, schedule and estimates for the PLANT and the project and the performance by CONTRACTOR of its obligations hereunder so that the PLANT constructed and commissioned by the CONTRACTOR is capable of meeting the performance guarantees and will be such as could be legally, safely and reliably placed in commercial operation by the OWNER.
- (d) CONTRACTOR shall perform the design and engineering for PLANT so that when constructed and commissioned, PLANT shall be capable of meeting the guarantees with respect to quality and quantity of products, consumption of raw materials and utilities (in terms of WORKS COST for PLANT), and Pollution Level as guaranteed under CONTRACT and shall be reliable and safe and operable in accordance with the sound engineering practice. CONTRACTOR shall ensure design capacity of all sections of PLANT in accordance with CONTRACTOR's experience and expertise for obtaining a full throughput under varying conditions within the limits specified in CONTRACT. PLANT shall be designed so as to be capable of producing at full plant capacity when operated as specified in FINAL PROPOSAL. CONTRACTOR shall review the basic design conditions, including soil data, and other conditions furnished by OWNER in NIT. If CONTRACTOR observes any inconsistency or insufficiency in these data, CONTRACTOR shall bring to the notice of OWNER the same, before its use.

1.2.4 Review and Analysis

1.2.4.1 CONTRACTOR shall review, analyse and optimise the steam system and power network of PLANT. CONTRACTOR shall allow PROJECT MANAGER to review WORK under CONTRACT including the optimisation of the steam and power network for PLANT. Subject to Clause 3 – CHANGE IN WORK/CHANGE ORDER CONTRACTOR shall incorporate in its design and engineering such additions and changes suggested by PROJECT MANAGER as long as these do not conflict with the responsibility of CONTRACTOR in fulfilling its guarantees under CONTRACT. CONTRACTOR shall not use any technical data, drawing, or document given by OWNER except for purpose of CONTRACT.

1.2.5 Codes and Standards

1.2.5.1 The engineering shall be performed and EQUIPMENT shall be manufactured and supplied according to acceptable international standards, as specified in the Technical Specification/FINAL PROPOSAL, meeting safety and other requirements of various national/international Codes and Regulations being in force as on submission of the FINAL PROPOSAL. The design of PLANT shall be based on the criteria enumerated in CONTRACT. However, it shall be CONTRACTOR's responsibility to follow all Indian Rules and Regulations as applicable.

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CONTRACT shall comply with and shall cause the WORK and all components thereof (including, without limitation, the design and engineering of the PLANT) to comply with all APPLICABLE LAWS and APPLICABLE PERMITS as they may be in effect at the time of CONTRACTOR's performance under the CONTRACT.

The CONTRACTOR shall ensure that all actions on its behalf in connection with the WORKS shall be in compliance with applicable laws of India. The CONTRACTOR agrees to take all reasonable steps to ensure that Persons appointed by it in connection with the WORK shall comply with the applicable laws/ regulations/ guidelines and obligations.

1.2.6 **Drawings and Documents**

1.2.6.1 CONTRACTOR shall prepare or secure and furnish to OWNER all data, specifications, drawings, plans and other documents as required/used for WORK as specified in Technical Specifications.

1.2.7 **Owner's Review**

1.2.7.1 CONTRACTOR shall associate PROJECT MANAGER, at OWNER's cost, with WORK as carried out by CONTRACTOR and SUB-CONTRACTOR / vendor. PROJECT MANAGER shall review all documents and give its comments to CONTRACTOR within 14 (fourteen) days from the date of receipt of the same. If the comment, if any, is not communicated by OWNER to CONTRACTOR within 14 (fourteen) days, document shall be deemed to be reviewed by OWNER. Review as aforesaid by OWNER and furnishing of comments by OWNER or the failure of OWNER to review or comment as aforesaid shall not relieve CONTRACTOR in any manner of its obligations including performance guarantees under this CONTRACT.

1.2.8 **Procurement Services**

1.2.8.1.1 As part of the WORK, CONTRACTOR shall procure and pay for, in CONTRACTOR's name as an independent contractor and not as agent for OWNER, all CONTRACTOR and SUB-CONTRACTOR'S labour, materials, equipment, supplies, soil, gravel and similar materials and manufacturing, fabrication and related services (whether on or off the PLANT Site) for construction of and incorporation in the PLANT or which are otherwise required for completion of the WORK in accordance with the Specification and the CONTRACT and are not explicitly specified to be furnished by OWNER pursuant to the terms and provisions of the CONTRACT including FINAL PROPOSAL.

1.2.8.1.2 CONTRACTOR shall procure and provide all EQUIPMENT required for PLANT. EQUIPMENT procured shall be according to specifications as set forth in the CONTRACT, proven record of performance and with suitable delivery time to meet the MECHANICAL COMPLETION as given by CONTRACTOR. EQUIPMENT shall be procured from the vendor list agreed between CONTRACTOR and OWNER.

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In connection with its procurement work, CONTRACTOR shall be responsible for the shipping, transportation and delivery of all items fabricated, manufactured, constructed or procured as set forth in the FINAL PROPOSAL and the CONTRACT. All such items and equipment, materials and supplies to be provided by the CONTRACTOR pursuant to the CONTRACT shall be new and of required quality, free from improper workmanship or defects and properly warranted or guaranteed in accordance with the CONTRACT. Any apparent omission or error in the equipment specifications will be corrected by the CONTRACTOR to the extent required by the CONTRACT including FINAL PROPOSAL.

1.2.8.2 **Equipment**

1.2.8.2.1 CONTRACTOR agrees that EQUIPMENT procured shall be strictly in accordance with the specifications as provided, however, that any apparent omission or error in the specifications will be corrected by CONTRACTOR if it is necessary for the functioning of EQUIPMENT. CONTRACTOR shall inform OWNER for such omission or error or ambiguity in the specifications and corrections made for the same.

1.2.8.2.2 Completeness of EQUIPMENT shall be the responsibility of CONTRACTOR. Any fittings, accessories, etc. which may not be specifically mentioned in Technical Specifications/FINAL PROPOSAL but which is required for the satisfactory functioning of EQUIPMENT and realization of PERFORMANCE GUARANTEES shall be provided by CONTRACTOR without any extra cost.

1.2.8.2.3 CONTRACTOR shall ensure that the modern practices in the manufacture of high grade EQUIPMENT are followed notwithstanding any omission in the specifications.

1.2.8.2.4 The supplies including fittings, accessories, etc. shall be in strict compliance to the specifications/codes/standards. Components for which no relevant standards exist, the same shall be designed and manufactured as per good engineering practices.

1.2.8.2.5 The true intent and meaning of this Clause is that CONTRACTOR shall in all respects design, engineer, ensure quality of manufacture and supply EQUIPMENT in a thorough workman like manner, within prescribed time and in accordance with good engineering practice in order to enable proper operation of EQUIPMENT and PLANT.

1.2.8.2.6 CONTRACTOR shall furnish drawings and documents of EQUIPMENT as described under Clause -1.2.6. These documents shall include but not limited to technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, etc. in a bound book for all rotating EQUIPMENT and in a folder for other EQUIPMENT, before despatch of EQUIPMENT under intimation to OWNER.

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- 1.2.8.2.7 The documents, required for statutory approvals once submitted during construction period by CONTRACTOR shall be firm and final and not subject to subsequent changes. CONTRACTOR shall be responsible for any payment of penalty as imposed by the Statutory Agencies consequent to furnishing of the incorrect data/drawings.
- 1.2.8.2.8 All dimensions and weights shall be in metric system.
- 1.2.8.2.9 EQUIPMENT to be supplied and WORK to be carried out under CONTRACT shall conform to and comply with the provision of relevant Regulations/Acts (of both) as may be applicable in the State of Maharashtra and in India to the type of EQUIPMENT/ WORK carried out and necessary certificates shall be furnished.
- 1.2.8.2.10 CONTRACTOR shall provide cross sectional drawings wherever applicable to identify the spare part numbers and their location, e.g. the size of bearings/ seals, their make and number shall be furnished.
- 1.2.8.2.11 EQUIPMENT supplied under CONTRACT shall conform to the standards as specified in Clause -1.2.5.1.
- 1.2.8.3 CONTRACTOR shall furnish unpriced copy of Purchase Orders for equipments and major items as per the list to be mutually agreed (Priced copy of Purchase Orders as required by the statutory authority) together with spares and special maintenance tools covering accurately all terms and conditions such as specifications requirements for quality, inspection, and test, warranties and guarantees, erection and commissioning assistance by vendor, delivery schedule, packing, transportation and insurance, and documentation.
- 1.2.8.4 CONTRACTOR shall arrange & furnish/provide to OWNER,
- a) Lubrication schedule from VENDOR,
 - b) Mechanical specifications and equipment data sheets for review by OWNER for ALL EQUIPMENTS before manufacture is started,
 - c) Shop fabrication drawings from vendor,
 - d) Characteristic curves for pumps and compressors, etc. from vendor,
 - e) Certified drawings including civil scope drawing and loading data, pertinent bulletin, installation, operation and maintenance manuals and test certificates received from vendor,
 - f) Final revised vendor's drawings including one reproducible, as described in Technical Specifications, before PRILIMINARY ACCEPTANCE.
- Any changes necessary during commissioning period can be incorporated in the as- built drawing and will be submitted after PAC as per the mutually agreed schedule.

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- 1.2.8.5 CONTRACTOR shall provide services of vendor's specialist for installation and commissioning of EQUIPMENT whenever necessary.
- 1.2.8.6 CONTRACTOR shall be responsible for the accuracy and completeness of PURCHASE ORDER. Any comments by PROJECT MANAGER shall not relieve CONTRACTOR of such responsibility.
- 1.2.8.7 Inspection, Expediting & Testing
- 1.2.8.7.1 CONTRACTOR shall establish an inspection and expediting system and use its services for obtaining EQUIPMENT which conforms to the required technical and quality specifications and delivery according to PURCHASE ORDER. CONTRACTOR shall send copies of expediting and inspection reports regularly to OWNER. CONTRACTOR shall arrange Third Party Inspection and quality certification of EQUIPMENT, as described in FINAL PROPOSAL.
- 1.2.8.7.2 OWNER or its INSPECTOR shall have the right to inspect and/or to test EQUIPMENT to check its conformity to the specifications. CONTRACTOR shall specify the inspections and tests to be carried out giving reference of applicable codes/standards and the location of inspection/test to OWNER. OWNER shall notify CONTRACTOR in writing the name of INSPECTOR retained for this purpose.
- 1.2.8.7.3 The inspection and tests may be conducted at the premises of CONTRACTOR or SUB-CONTRACTOR/vendor before delivery and/or at SITE. All reasonable facilities and assistance including access to all drawings and production data shall be furnished to INSPECTOR at no charge to OWNER.
- 1.2.8.7.4 Should any inspected or tested EQUIPMENT fail to conform to the specifications, OWNER may reject it and CONTRACTOR shall either replace the rejected EQUIPMENT or make all alterations necessary to meet specification requirements free of cost.
- 1.2.8.7.5 OWNER's right to inspect and wherever necessary, comment about EQUIPMENT after its arrival at SITE or its participation in tests in respect of any EQUIPMENT shall in no way be limited or waived by reason of EQUIPMENT having previously been inspected, tested and passed by OWNER or INSPECTOR/representative prior to its shipment/despatch.
- 1.2.8.7.6 INSPECTOR shall follow the progress of the manufacture of EQUIPMENT under CONTRACT to ensure that the requirements outlined in CONTRACT are not being deviated from with respect to Schedule and Quality.
- 1.2.8.7.7 CONTRACTOR shall allow INSPECTOR to visit, during working hours, the workshops relevant to execution of CONTRACT during the contractual period and INSPECTOR will have the right to inspect EQUIPMENT at all stages of manufacture right from identification of material up to its shipment/despatch, to the

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extent that the delivery schedule shall not be delayed, with prior notice to CONTRACTOR in writing.

- 1.2.8.7.8 In order to enable INSPECTOR to obtain entry visa in time, CONTRACTOR shall notify OWNER two months before assembly, testing and packing of main EQUIPMENT and if requested assist INSPECTOR in getting visa in the shortest possible time.
- 1.2.8.7.9 CONTRACTOR shall place at the disposal of INSPECTOR free of charge all tools, instruments and other apparatus necessary for the inspection and/or testing of EQUIPMENT. INSPECTOR is entitled to prohibit the use and despatch of EQUIPMENT that has failed to comply with the characteristics/specifications of EQUIPMENT during test and inspection.
- 1.2.8.7.10 CONTRACTOR shall ensure that the permission for inspection/test is granted by its SUB-CONTRACTOR/VENDOR.
- 1.2.8.7.11 In respect of the inspection, CONTRACTOR shall advise in writing of any delay in the programme at the earliest possible date, describing in detail what has caused the delay and the proposed corrective action.
- 1.2.8.7.12 All tests and trials in general of EQUIPMENT shall be witnessed by INSPECTOR. Therefore, CONTRACTOR shall confirm to OWNER by E-mail/fax about the exact date of inspection at least 15 DAYS in advance. CONTRACTOR shall specify the items and quantities ready for testing and indicate whether a Preliminary or Final Test is to be carried out.
- 1.2.8.7.13 On receipt of this notice, if OWNER decides to waive the right to witness the test, information shall be given to CONTRACTOR within 15 DAYS of receipt of the notice from CONTRACTOR and CONTRACTOR then shall have right to proceed with the inspection.
- 1.2.8.7.14 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at CONTRACTOR's cost. Technical documents shall include the references and numbers of the standard used in the fabrication/construction and, wherever deemed practical by INSPECTOR. INSPECTOR shall attach importance to the views given by CONTRACTOR or its SUB-CONTRACTOR/VENDOR. Any and all expenses for living, lodging and airfare/rail fare incurred in connection with INSPECTOR shall be borne by OWNER.
- 1.2.8.7.15 Nothing in Clause -1.2.8.7.2 to 1.2.8.7.14 shall in any way relieve CONTRACTOR from any warranty or other obligations under this CONTRACT.

Not performing or failing to perform the inspection by OWNER hereunder shall not be a waiver of any of CONTRACTOR's obligations hereunder nor it be construed as an approval or acceptance of any of the WORK hereunder nor it shall absolve

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the CONTRACTOR in any way or manner of its liabilities, responsibilities and obligations under the CONTRACT.

- 1.2.8.7.16 Arrangements for all inspections required by Statutory Authorities (local) and as specified in Technical Specifications/FINAL PROPOSAL shall be made by CONTRACTOR. Certain category of EQUIPMENT/piping fall under the jurisdiction of Indian Boiler Regulations (IBR), irrespective of the fact whether these are proprietary in nature or not, certification from an internationally recognised agency approved by IBR is considered necessary to enable local IBR authorities to allow their installation and operation. In such cases, inspection and certification from such authorities will also have to be arranged by CONTRACTOR. CONTRACTOR shall also submit, as may be required by IBR authorities, necessary design calculations from respective fabricators and/or manufacturers of such EQUIPMENT.
- 1.2.8.7.17 Rejections, Removal of Rejected EQUIPMENT and Replacement
- 1.2.8.7.17.1 Preliminary inspection at SUB-CONTRACTOR's / vendor's works by INSPECTOR shall not prejudice OWNER for commenting on EQUIPMENT including its specifications on final inspection at SITE or claim under warranty provisions.
- 1.2.8.7.17.2 If EQUIPMENT is not of specification or fail to perform specified duties, OWNER shall be entitled to reject EQUIPMENT or part thereof and ask for modification, repair or free replacement within reasonable time subject to the relevant provisions in the CONTRACT.
- 1.2.8.7.17.3 In the event of such rejection, OWNER shall be entitled to use EQUIPMENT in a reasonable and proper manner for a time reasonably sufficient to enable it to obtain replacement. from contractor. After free replacement of such rejected EQUIPMENT by contractor, the rejected equipment shall become the property of CONTRACTOR.
- 1.2.8.7.17.4 Nothing in this Clause shall be deemed to deprive OWNER and/or affect any of its rights under CONTRACT which it may otherwise have in respect of such defects or deficiencies or in any way relieve CONTRACTOR of its obligation under CONTRACT.
- 1.2.8.7.17.5 EQUIPMENT rejected by OWNER shall be removed by CONTRACTOR, within reasonable time, at its own cost after replacement of the said EQUIPMENT. OWNER shall in no way be responsible for any deterioration or damage to rejected EQUIPMENT under any circumstances whatsoever.
- 1.2.8.7.17.6 In case, the rejected EQUIPMENT is to be taken out of OWNER's premises for repair, Owner shall have the right to withhold the payment for such cost of equipment to the extent of payment made by Owner towards the equipment until the equipment is returned / replaced.

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- 1.2.8.8 Packing
- 1.2.8.8.1 CONTRACTOR shall ensure that packing of EQUIPMENT is as required to prevent their damage or deterioration during transit to its final destination.
- 1.2.8.8.2 The packing, markings and documentation within and outside the packages shall comply strictly with the provisions of CONTRACT.
- 1.2.8.8.3 CONTRACTOR shall be responsible for any eventual consequence occurred to EQUIPMENT due to improper packing of the same.
- 1.2.8.9 Delivery and Documents
- 1.2.8.9.1 Deleted.
- 1.2.8.9.2 Delivery schedule shall include time for submission of documents/drawings for review/approval, incorporation of comments, if any, and final review of drawings by PROJECT MANAGER. Within 14 (fourteen) DAYS after receipt by PROJECT MANAGER of any document requiring OWNER's review, PROJECT MANAGER shall either return one copy thereof to CONTRACTOR as it is, if PROJECT MANAGER has no comments or with its comments and reasons thereof. If PROJECT MANAGER fails to return the document/ drawing within 14 (fourteen) DAYS, the said document/drawing shall be deemed to have been reviewed by OWNER.
- 1.2.8.9.3 Special care shall be taken by CONTRACTOR to furnish Manufacturer's Test Certificates, material of construction, make, type, pressure ratings wherever applicable and included in the scope of supply of EQUIPMENT.
- 1.2.8.9.4 In case of delayed delivery beyond the stipulated delivery period, for reasons not attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER, even though normal extension of GUARANTEED COMPLETION DATE time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account including price variation clause, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.
- 1.2.8.10 **Despatch, Transportation/Shipping**
- 1.2.8.10.1 CONTRACTOR shall be responsible for despatch of EQUIPMENT by sea/ rail/ road/air after proper packing and protection. The consignment shall be despatched after inspection by OWNER 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 PRELIMINARY ACCEPTANCE OF PLANT.

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- 1.2.8.10.2 DELETED
- 1.2.8.10.3 DELETED
- 1.2.8.10.4 **Property in EQUIPMENT**
- 1.2.8.10.4.1 In case of all EQUIPMENTS/MATERIALS (both-imported and indigenous), the title of Ownership shall pass on to OWNER on PRELIMINARY ACCEPTANCE of Plant. However,-the OWNER shall have Lien on all EQUIPMENTS/MATERIALS including those brought by the Contractor for the purpose of Erection, testing and commissioning of the WORK. However, in case of Termination of Contract the Transfer of Title-shall pass automatically to OWNER.
- 1.2.8.10.4.8 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.
- 1.2.8.10.4.9 Regarding surplus Materials, the Clause 62 of GCC shall be applicable.**
- 1.2.8.10.5 **Assembly Marks and Name Plates**
- 1.2.8.10.5.1 All component/parts of EQUIPMENT shall be indelibly hard marked with identification marks, comprising EQUIPMENT, part numbers, and CONTRACT number/PO number which shall also be shown on drawing to facilitate speedy identification, assembling or dismantling.
- 1.2.8.10.5.2 On each EQUIPMENT, a nameplate indicating basic details, pressure rating, wherever applicable, code number of EQUIPMENT, electrical characteristics in case of electrical EQUIPMENT, name of instrument with tag no., manufacturer's name shall be fixed at proper place.
- 1.2.8.10.5.3 For packages where marking is not possible at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.
- 1.2.8.10.6 **Despatch/Shipping notice**
- 1.2.8.10.6.1 CONTRACTOR shall notify OWNER by E-mail for its information the expected date of delivery of a consignment, date of readiness of EQUIPMENT for shipment, total gross weight and total volume with dimensions.
- 1.2.8.10.7 **Heavy Lift Consignment (HLC) or Over Dimensional Consignments (ODC).**

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1.2.8.10.7.1 CONTRACTOR shall follow the guidelines of Ministry of Road Transport and Highways (MORTH), India, for the shipping/transportation of all packages/consignments. The Contractor shall be responsible to comply with rules relating to E-way Bills and other related provisions under the GST laws for movement of packages / Consignments.

1.2.8.10.7.2 Deleted

1.2.8.10.7.3 CONTRACTOR shall make his own arrangements for movement of all consignments including ODC.

1.2.8.10.7.4 Deleted

1.2.8.10.7.5 CONTRACTOR confirms that it has surveyed the route for transportation of ODC items of EQUIPMENT and CONTRACTOR further confirms that it has included all cost of repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for transportation of ODC items of EQUIPMENT in its CONTRACT PRICE. OWNER shall not be responsible for repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for the transportation of ODC items of EQUIPMENT and shall not be liable to reimburse the cost of such repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. to CONTRACTOR.

1.2.8.10.8 **Marking**

1.2.8.10.8.1 CONTRACTOR shall mark the following on packing three sides i.e. two sides faced and cover (Top) EQUIPMENT with indelible paint in conspicuous printed letters not less than 5 cm. in size in English:

A. For Imported EQUIPMENT

A/c Rashtriya Chemicals and Fertilizers Limited, Thal Unit, Maharashtra, India

a) CONTRACT /PO NO. : _____

b) Equipment Description and Item Nos. : _____

c) Package : _____ of _____

d) Gross / Net Weight (Kgs.) : _____

e) Dimension L x W x H cms. : _____

f) WARNING MARKS (FRAGILE, ATTENTION, TOP, KEEP DRY ETC.)

g) Forwarding No. :

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h) Part shipment/full shipment/final shipment : _____

i) Each package shall bear a symbol contained in the package as follows:

- 'A' Storage in a closed storehouse.
- 'B' Storage under a shed.
- 'C' Storage in the open.

1.2.8.10.8.2 Depending on the characteristics of the contents in the packages, the packages have to be marked with appropriate international marking ("HANDLE WITH CARE"; "THIS SIDE UP"; "SLING MARK"; ETC.) and other indications necessary for correct handling such as Centre of Gravity and points of slinging (in case of heavy loads).

1.2.8.10.8.3 For packages where marking is not possible, at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.

1.2.8.10.8.4 All corners of the packages shall be painted with indelible 'Blue' paint at least 125 mm in depth for easy identification/location of the packages for clearance and handling at the port.

1.2.8.10.9 **Packing List**

1.2.8.10.9.1 CONTRACTOR will include in each package an item-wise packing List, Invoice No. and associated drawings.

1.2.8.10.9.2 The packing list and any other documents shall be put in a closed polyethylene envelope and included in each package.

1.2.8.10.9.3 A second copy of the packing list shall be placed in a polyethylene envelope on the outside of the each package by means of metallic plate marked "Documents". As regards columns, exchangers and similar equipment, the envelope shall be placed in a nozzle being identified by an arrow, in indelible paint, followed by the word "Document".

1.2.8.10.9.4 Shipping documents must always be presented in the number of copies indicated in this CONTRACT.

1.2.8.10.10 Ready for shipment notice.

1.2.8.10.10.1 Independent of the type of delivery agreed in this CONTRACT, CONTRACTOR shall advise OWNER and the appointed Forwarding Agent six weeks in advance, only and exclusively by fax or E-mail, of the exact date of readiness for shipment of the imported equipment from CONTRACTOR's SUB-CONTRACTOR's/vendor's shop indicating - Statement

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“Ready for Shipment”
THAL PROJECT

CONTRACT /PO NO.

Description and Item No. of equipment and/or parts to be shipped.

Number, size and gross weight of packages.

Forwarding Agent will inform CONTRACTOR about the place and the date on which imported EQUIPMENT shall be delivered.

- 1.2.8.10.11 Shipping Arrangements and Forwarding of Documents.
- 1.2.8.10.11.1 OWNER requires ocean transportation by Conference line vessels or by Indian flag Vessels. Only in case of extreme exigencies, if the specified carrier is not available within the delivery period required by CONTRACTOR, alternate carrier can be used with prior approval of OWNER.
- 1.2.8.10.11.2 Adequate notice of not less than six (6) weeks about the readiness of Cargo for shipment should be given to Forwarding Agent from time to time for finalising the shipping arrangements.
- 1.2.8.10.11.3 For the purpose of ascertaining the availability of suitable Conference Lines vessels and Indian Member Lines vessels and granting dispensation in the event of their non-availability, CONTRACTOR shall give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to the forwarding agent and also endorse a copy thereof to OWNER.
- 1.2.8.10.11.4 Deleted
- 1.2.8.10.11.5 CONTRACTOR shall avoid the use of over aged vessels for the shipment of the imported EQUIPMENT under this CONTRACT and if so used, the cost of additional insurance, if any, shall be borne by CONTRACTOR.
- 1.2.8.10.11.6 For arranging clearance of shipment at Indian Port of entry, one set of shipping document as under is to be dispatched by mail to CONTRACTOR's Clearing Agents/CONTRACTOR.
- a) 1/3 original Bill of lading (B/L).
 - b) 2 copies of non-negotiable copies of B/L.
 - c) 2 copies of packing list.
 - d) 2 copies of signed invoice.
 - e) 2 copies of certificate of origin.
 - f) 2 copies of telex/cable to Insurance Company.

- g) Freight Bill, if freight is paid by CONTRACTOR.
- h) Test Certificates.
- i) Inspector Release Note.

1.2.8.10.11.7 Other sets of shipping documents shall be air mailed to officers as given hereunder:

Documents	Nominated Bank	OWNER's Chief Manager (F&A)	OWNER's General Manager
2/3 original B/L	2	NIL	NIL
Non-negotiable B/L	1	1	2
Packing List	2	1	2
Signed itemwise invoice	3	1	2
Certificate of origin (signed)	3	1	2
Test Certificate	1	1	2
Inspector release note	1	1	1
Insurance company notice	1	1	1

1.2.8.10.12 Despatch/Shipment Notice for Insurance.

1.2.8.10.12.1 CONTRACTOR shall, without any imposition of liability on Owner, send intimations of despatches indicating items despatched, quantity, value, weight and carrier particulars directly through fax to the insurance company fixed by CONTRACTOR. A copy of this letter/ intimation shall also be given to commercial negotiating bank for payment against Letter of Credit. Copies shall also be sent to OWNER.

1.2.8.10.12.2 Insurance for transit risks and other risks shall be covered by CONTRACTOR.

1.2.9 Spares, Special Maintenance Tools, Lubricants, Chemicals and Consumable

1.2.9.1 CONTRACTOR shall procure and supply commissioning spares, special maintenance tools and fixtures for EQUIPMENT, lubricants, chemicals and consumable in sufficient quantity for COMMISSIONING and maintenance of PLANT, as described in FINAL PROPOSAL. The commissioning spares, special maintenance tools, lubricants, chemicals and consumable procured and supply shall be optimum, so as not to fall short during COMMISSIONING. CONTRACTOR shall obtain for these items the appropriate guarantees and warranties. CONTRACTOR shall also ensure that the commissioning spares and special maintenance tools and fixtures are procured along with the related items of EQUIPMENT and form part of PURCHASE ORDER for the related items of EQUIPMENT.

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1.2.9.2 **Commissioning Spares and Consumable**

1.2.9.2.1 CONTRACTOR shall supply spares and consumable required for construction, PRE-COMMISSIONING, COMMISSIONING, start-up and testing of PLANT. The cost of spares and consumable shall be included in CONTRACT PRICE.

1.2.9.3 **Special Maintenance Tools**

1.2.9.3.1 CONTRACTOR shall supply special devices or tools required for normal maintenance, special handling and lifting of EQUIPMENT with main EQUIPMENT. The cost of such special maintenance tools shall be included in TOTAL CONTRACT PRICE.

1.2.9.4 Deleted

1.2.9.5 Deleted

1.2.9.6 **Lubricants and Chemicals**

1.2.9.6.1 CONTRACTOR shall supply all lubricants and chemicals for first filling and make-up required up to PRELIMINARY ACCEPTANCE OF PLANT. The cost of these chemicals and lubricants shall be included in the CONTRACT PRICE.

1.2.9.6.2 CONTRACTOR shall furnish the name of recommended lubricants and chemicals indicating their commercial/trade name, quality and grade and equivalent quality lubricants (in case of imported lubricants) available in India to OWNER.

1.2.9.7 Deleted

1.2.9.8 **Mandatory Spares and Vendors Recommended Spares (this clause shall be read inline with Technical section of NIT)**

CONTRACTOR shall provide Mandatory Spares and Vendors Recommended Spares as per Part-II (Technical Part) of NIT. Notwithstanding anything contained in this CONTRACT, the charges for Mandatory Spares shall be included in CONTRACT PRICE. CONTRACTOR shall furnish the list of recommended spares. The recommended spares shall be optimum so as not to cause any short fall or excessive inventory. The quantity of recommended spares to be procured shall be mutually decided by OWNER and CONTRACTOR. CONTRACTOR shall indicate to its Supplier(s) that it will evaluate the bids for EQUIPMENT including the cost of Mandatory Spares to ensure that the prices quoted by bidders for Mandatory Spare are reasonable and competitive. The price of Recommended Spares shall NOT be included in CONTRACT PRICE.

If RCF takes the decision on buying recommended spares, the major terms and conditions shall be as below:

1. Delivery period shall be up to guaranteed completion period.
2. Payment shall be released on 30th day from the complete receipt and acceptance of spares.

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3. MAD shall be applicable at the rate of 0.5 % of value of recommended spares per week or part thereof for delay in supply. Maximum up to 5% value of recommended spares.
4. SD-PBG of 10% of value of recommended spares shall be applicable.
5. RCF may negotiate the cost & any other commercial condition quoted for recommended spares.

1.2.9.9 **Construction Tools**

1.2.9.9.1 CONTRACTOR shall procure and supply special construction aids, tools, tackles and fixture, required for construction and during normal operation & maintenance of PLANT. The cost of such special construction tools shall be included in CONTRACT PRICE.

1.2.9.10 **General**

1.2.9.10.1 CONTRACTOR shall furnish to OWNER, the blue prints, drawings and specifications of the spare parts.

1.2.9.10.2 CONTRACTOR shall provide to OWNER all addresses and particulars of its SUB-CONTRACTOR/VENDOR on whom PURCHASE ORDER for EQUIPMENT covered under CONTRACT has been placed and will further ensure with its SUB-CONTRACTOR/VENDOR that, OWNER if so desired, shall have the right to place order for operational spare parts directly on them on mutually agreed terms based on offers of such SUB-CONTRACTOR/ VENDOR.

1.2.9.10.3 Spare parts shall be new and of first class quality as per engineering standards/codes, free of any defects (even concealed), deficiency in Design, Materials and Workmanship and also shall be completely interchangeable with the corresponding parts.

1.2.9.10.4 Type and sizes of bearing/seals shall be clearly indicated.

1.2.9.10.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to their intended purpose.

1.2.9.10.6 Notwithstanding anything provided elsewhere, all surplus materials shall be dealt as follows:

- a) Any balance surplus MATERIALS including scrap shall belong to the CONTRACTOR upon completion of the WORKS.
- b) For taking out balance surplus MATERIALS as mentioned above upon the completion of the project, the CONTRACTOR shall have to furnish proof of entry and ownership of such MATERIALS inside the SITE, certification of PROJECT MANAGER and OWNER in this regard.

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1.2.10 **Warrantees and Guarantees**

1.2.10.1 Materials and Workmanship Warranty

1.2.10.1.1 CONTRACTOR warrants that EQUIPMENT supplied under CONTRACT are new, unused, of the recent or current models and incorporates all recent improvements in design and materials unless provided otherwise in CONTRACT. CONTRACTOR further warrants that EQUIPMENT supplied under this CONTRACT shall be of first quality according to specifications, have no defect (even concealed) arising from design, materials or workmanship or from any act or omission of CONTRACT that may develop under normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.

1.2.10.1.2 The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for 12 months for all EQUIPMENT from the date of PRELIMINARY ACCEPTANCE.

1.2.10.1.3 The warranty shall be valid for the period as described under Clause -1.2.10.1.2 from the date of PRELIMINARY ACCEPTANCE and shall be governed by Clause 17 of SPECIAL CONDITIONS OF CONTRACT. Should any DEFECTS be noticed in design, material and/or workmanship within the said warranty period, PROJECT MANAGER shall inform CONTRACTOR and CONTRACTOR shall immediately on receipt of such intimation depute their personnel within 10 DAYS to investigate the causes of DEFECTS and arrange rectification / replacement / modification of the defective EQUIPMENT at SITE without any cost to OWNER, within a reasonable period. If CONTRACTOR fails to take proper corrective action to replace/ repair defective Equipment satisfactorily within a reasonable period, OWNER shall be free to take such corrective action as may be deemed necessary at CONTRACTOR's risk and cost, after giving notice to CONTRACTOR. OWNER shall promptly notify CONTRACTOR in writing of any claims arising under this warranty.

1.2.10.1.4 In case defects are of such nature that EQUIPMENT shall have to be taken to CONTRACTOR's/ SUB-CONTRACTOR's/ vendor's works for rectification etc., CONTRACTOR shall take EQUIPMENT at its cost after giving necessary undertaking or security as may be required by OWNER. OWNER shall, if so required by CONTRACTOR, despatch EQUIPMENT by quickest mode on freight to pay basis to CONTRACTOR's / SUB-CONTRACTOR's / vendor's works. After repairs CONTRACTOR shall deliver EQUIPMENT at SITE on freight paid basis. All risks to transit to and from shall be borne by CONTRACTOR.

1.2.10.1.5 EQUIPMENT or part thereof so repaired or replaced shall have further warranty for a period of 12 months from the date of its acceptance after repair/replacement and the Performance Bank Guarantee shall be suitably extended for the same. The value of the Performance Bank Guarantee during the extended warranty period shall be 3 (Three) percent of the cost of such repaired/replaced EQUIPMENT or its parts

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- 1.2.10.1.6 If the repairs, replacements or modifications referred to above are of such nature which may affect the efficiency of EQUIPMENT, OWNER shall have right to give notice in writing to CONTRACTOR within one month of such repair/ replacement/ modification to carry out tests as may be required for acceptance of EQUIPMENT.
- 1.2.10.1.7 If CONTRACTOR fails to meet its obligation to repair or replace defective EQUIPMENT and make it good within a reasonable period of time and or if CONTRACTOR refuses to carry out WORK under the guarantee clause and implied guarantee conditions and/or in case of severe urgency, OWNER shall be entitled to carry out repair/replacement/WORK or arrange to carry out repair/ replacement/WORK by a third party. The entire cost of such repair/ replacement/WORK including taxes and duties etc. shall be borne by the CONTRACTOR. In case, the cost of such repair/replacement/WORK has been incurred by OWNER, CONTRACTOR shall reimburse the same immediately on demand by OWNER.
- 1.2.10.1.8 Damages to EQUIPMENT deriving from incomplete, erroneous instructions issued by CONTRACTOR will be considered CONTRACTOR's fault and will be treated according to the provision of warranty clause. Normal wear and tear shall not come under purview of this clause.
- 1.2.10.2 **Spare Parts Warranty**
The Contractor shall warrant that all spare supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship.
- 1.2.11 **Performance Guarantee of PLANT / EQUIPMENT**
- 1.2.11.1 CONTRACTOR guarantees that the performance of PLANT supplied under CONTRACT shall be strictly in conformity with the specifications and shall perform the duties and have consumption, production and other guarantees set forth in CONTRACT.
- 1.2.11.2 If the performance of PLANT and/or any of EQUIPMENT fails to be as guaranteed and set forth in CONTRACT, CONTRACTOR shall investigate the causes and provide free of cost to OWNER, design, engineering, MATERIALS and services and EQUIPMENT within a reasonable period to prove guarantees. CONTRACTOR's liability in this respect shall be unlimited, in accordance with the provisions of CONTRACT.
- 1.2.11.3 Deleted.
- 1.2.12 **Government Clearances, Permits and Certificates**
- 1.2.12.1 CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER harmless from

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liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide the necessary assistance to CONTRACTOR for obtaining PERMITS for CONTRACTOR's personnel to undertake WORK in India in connection with CONTRACT.

1.2.12.2 CONTRACTOR shall furnish necessary data/specifications/drawings etc. of EQUIPMENT likely to be imported to OWNER for obtaining import licence / necessary Government Clearances, for the same. CONTRACTOR shall also furnish necessary technical information, data, drawing, etc. as and when required to OWNER for submission to Government/Statutory Agencies.

1.2.13 **Network Schedule**

1.2.13.1 OWNER would be using a computerised time and cost monitoring system and CONTRACTOR shall provide necessary input data for the same. CONTRACTOR shall prepare within 30 (thirty) days from EFFECTIVE DATE OF CONTRACT and provide to OWNER a PROJECT MASTER SCHEDULE indicating the important milestones of activities relating to WORK from EFFECTIVE DATE OF CONTRACT to the date of FINAL ACCEPTANCE. This PROJECT MASTER SCHEDULE shall be discussed with and approved by OWNER. Based on the approved PROJECT MASTER SCHEDULE, CONTRACTOR shall also prepare network schedules for activities relating to WORK. CONTRACTOR shall obtain the details of progress of various activities of WORK from SUB-CONTRACTOR and vendor wherever required and update the network schedules and PROJECT MASTER SCHEDULE incorporating the progress achieved by CONTRACTOR, SUB-CONTRACTOR and vendor and submit the same to PROJECT MANAGER on monthly basis.

1.2.13.2 CONTRACTOR shall clearly indicate any delay in WORK in the above schedules and shall inform PROJECT MANAGER the action taken to achieve the GUARANTEED COMPLETION DATE.

1.2.13.3 **Time Schedule Network/Bar Chart**

1.2.13.3.1 Within 30 (thirty) DAYS from EFFECTIVE DATE OF CONTRACT, CONTRACTOR shall submit to PROJECT MANAGER its time schedule regarding delivery of documentation, supply and manufacture of EQUIPMENT, time schedule for placement of purchase order and SUB-CONTRACT, etc.

1.2.13.3.2 The time schedule will be in the form of a network and a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery of equipment, civil works, erection, commissioning, testing etc.

1.2.13.3.3 The original issue and subsequent revisions of such time schedule shall be sent to OWNER in two copies (of which one shall be a reproducible/soft copy). The time

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schedule network/bar chart shall be updated at least every month during the period of CONTRACT.

1.2.13.4 Progress of WORK

1.2.13.4.1 CONTRACTOR shall report monthly to OWNER of the execution of CONTRACT and achievement of targets set out in time bar chart, in a monthly progress report on 7th working day of every Month.

1.2.13.4.2 The progress shall be expressed in percentages for all activities.

1.2.13.4.3 The first issue of the progress report shall be forwarded together with the time bar chart.

1.2.13.4.4 OWNER shall also review the physical/actual progress of WORK on the basis of CONTRACTOR's time schedule documentation.

1.2.13.4.5 Irrespective of such review, CONTRACTOR shall advise OWNER at the earliest possible date of any anticipated delay in the progress.

1.2.13.4.6 In the event that the delay is caused by a delay in the delivery of a sub-contracted EQUIPMENT, CONTRACTOR shall be responsible for such delay and submit details together with copies of the appropriate orders and agreements with SUB-CONTRACTOR/vendor.

1.2.13.4.7 Deleted.

1.2.14 Transportation and Storing of EQUIPMENT

1.2.14.1 CONTRACTOR shall be responsible for proper packing, transportation from vendor's workshop to port or railway station (whether by road, rail, ship or aircraft), handling and clearances at port or railway station including loading and unloading, customs clearance, carriage to SITE, unloading at SITE, warehousing, coding and tagging, storage including proper preservation, etc. of EQUIPMENT. Any special clearance, lifting, handling, loading/unloading, and transport arrangements for over dimensional consignments shall also be done by CONTRACTOR. CONTRACTOR shall ensure timely delivery of EQUIPMENT. CONTRACTOR shall endeavour to have the consignments in the upper part of the hold to enable early discharge at the Port of disembarkment. The above arrangement shall be in accordance with the guidelines set forth in the Co-ordination Procedure. CONTRACTOR shall be responsible for inspection of EQUIPMENT on receipt at SITE and for maintenance and management of stores and warehousing of EQUIPMENT at SITE including all activities connected with the issue of EQUIPMENT, accounting and final reconciliation and handing over of stores to OWNER.

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1.2.14.2 OWNER shall provide area at SITE for making shed/covered stores etc. for storing EQUIPMENT. CONTRACTOR shall be responsible for making shed/covered stores etc. for safe storage of EQUIPMENT.

1.2.15 **Construction**

1.2.15.1 CONTRACTOR shall be responsible for all civil and structural work, foundations, insulating & painting works, erection, site fabrication, piping, instrumentation, electrical installation, and other miscellaneous construction jobs of PLANT leading to MECHANICAL COMPLETION and PRELIMINARY ACCEPTANCE of PLANT. CONTRACTOR shall organise these activities in appropriate sequence and use proper methods giving due regard to the requirements of safety, quality, sound engineering practice, compliance with relevant Codes and Regulations, and for achieving PRELIMINARY ACCEPTANCE of PLANT on or before GUARANTEED COMPLETION DATE.

The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the WORK.

Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.

The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the OWNER in carrying out inspection work. The OWNER will have authorised representatives present who shall have free access to the work at all times. If an OWNER's representative notifies the CONTRACTOR's representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

The CONTRACTOR shall so far as reasonably feasible employ skilled workers who are Certified Tradesmen in the field(s) of their relative activities(s).

1.2.15.2 CONTRACTOR shall submit and adhere to the completion schedule of construction leading to MECHANICAL COMPLETION.

1.2.15.3 In case of delay in completion beyond the stipulated completion period as specified in Clause 6 of ITB for reasons attributable to Contractor, all extra costs on account of changes of statutory regulations / Acts, shall not apply to Contract price and the same shall be borne by Contractor.

1.2.15.4 **Civil Work Warranty**

1.2.15.4.1 CONTRACTOR shall certify that the all civil works, reinforced concrete, structures, permanent buildings and foundations has been designed in accordance with stipulations of relevant BIS Codes.

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1.2.16 **Safety and Plant Security**

1.2.16.1 CONTRACTOR shall observe and also use its best efforts to ensure that all parts of WORK carried out at SITE is being done in a safe and satisfactory manner conforming to the applicable Safety Rules and Regulations. Further, CONTRACTOR shall observe and make provisions in SUB-CONTRACT that employees working for PLANT observe all the Safety Rules as required under the Factories Act and Regulations and other Local Laws and SUB-CONTRACTOR to provide safety apparel and equipment to its employees. OWNER shall have the right to object to any unsafe practice followed by SUB-CONTRACTOR's employees or any CONTRACTOR's personnel and direct them to carry out the job in a manner considered safe by OWNER. CONTRACTOR shall further abide by all the Security Regulations imposed by OWNER.

1.2.16.2 CONTRACTOR shall observe all safety rules so that no harm is done to OWNER's employees or property. If on account of CONTRACTOR, OWNER's property or personnel are likely to suffer any damage, in such cases any directions issued by OWNER shall be carried out by CONTRACTOR.

1.2.17 **PRE-COMMISSIONING Services of PLANT**

1.2.17.1 CONTRACTOR shall render and be responsible for pre-commissioning activities leading to MECHANICAL COMPLETION. These activities will include relevant checking, adjustment, testing, calibration, running in and trial runs of individual items of EQUIPMENT, and other similar jobs. Provision of all required manpower during pre-commissioning shall be CONTRACTOR's responsibility.

1.2.17.2 CONTRACTOR shall provide experienced personnel as required for carrying out the PRE-COMMISSIONING activities.

1.2.17.3 CONTRACTOR shall provide SUB-CONTRACTOR's/VENDOR's specialists wherever required. Suitable provision for such services shall be made by CONTRACTOR in PURCHASE ORDER/SUB-CONTRACT.

1.2.18 **Mechanical Completion**

1.2.18.1 CONTRACTOR shall be responsible for completing the design, engineering, procurement, inspection and expediting, arranging for transportation of EQUIPMENT, construction and PRE-COMMISSIONING for making PLANT ready for acceptance of feed stock before the MECHANICAL COMPLETION.

1.2.19 **Commissioning Services of PLANT**

1.2.19.1 CONTRACTOR shall be responsible for COMMISSIONING after PRE-COMMISSIONING activities have been completed giving due regard to safety of EQUIPMENT according to sound international practice. Provision of all required manpower during commissioning shall be CONTRACTOR's responsibility. Only

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unskilled manpower required in bagging plant operation will be provided by the OWNER.

The COMMISSIONING activities shall include the following:

- a) Introduction of raw materials, utilities, lining-up of various sections of PLANT leading to production of Power and Steam.
- b) Stabilising PLANT and stepping up production to full plant capacity.
- c) Demonstrating and Conducting sustained load test and Guarantee Test as per Part-II, Technical.

1.2.19.2 CONTRACTOR shall provide engineers as required to commission PLANT. CONTRACTOR shall be responsible to provide personnel for operation of PLANT until PRELIMINARY ACCEPTANCE. During the sustained load test and the guarantee test, the range of operating conditions shall be within the limits of the design conditions and shall meet the requirements of safety and compliance with relevant Codes and Regulations.

1.2.20 **Performance Guarantee Test**

1.2.20.1 CONTRACTOR shall successfully complete PERFORMANCE TEST as early as possible after MECHANICAL COMPLETION.

1.2.20.2 CONTRACTOR shall, when PLANT is stabilized at full plant capacity to the satisfaction of OWNER, shall carry out PERFORMANCE TEST and prove Guarantees.

1.2.21 Post-Commissioning Services - RCF TO DECIDE

1.2.22 Deleted

1.2.23 **Laws and Regulations**

1.2.23.1 CONTRACTOR shall abide, while fulfilling its obligations, by all applicable codes and APPLICABLE LAWS from time to time in force in the State of MAHARASHTRA and in India. FINAL PROPOSAL shall be based on the codes, and regulations applicable on date of submission of Final Priced BID (Revised Price bid, if any).

In the event of change in any codes, laws or regulation applicable to PLANT after date of submission of FINAL PROPOSAL, which alters the scope of CONTRACTOR's obligations under CONTRACT, CONTRACTOR shall agree to make the necessary changes in scope of WORK. Such changes shall be governed by CHANGE IN WORK as per the provisions of Clause -3.0

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1.2.24 **Statutory Obligations**

1.2.24.1 CONTRACTOR shall comply with the requirements of all statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (Regulation and Abolition) Act, Inter-state Migrant Workmen (Registration of Employment and Condition of Service) Act, Payment of Wages Act, Workmen Compensation Act, Factories Act, Employees Provident Fund and Misc. Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other applicable Industrial/Labour enactment and Rules made there under as applicable from time to time. In case OWNER incurs any liability towards payment of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour law by CONTRACTOR, the same shall be made good by CONTRACTOR.

1.2.24.2 SUB-CONTRACTOR engaged by CONTRACTOR for performing civil and erection work/other jobs at SITE shall have PF Code No. in its name issued by Regional Provident Fund Commissioner (RPF) .

1.2.24.3 The CONTRACTOR shall ensure that the SUB-CONTRACTOR shall comply with the Statutory Requirements, as applicable, for the execution of this CONTRACT.

1.2.25 **Progress Monitoring and Reporting**

1.2.25.1 CONTRACTOR shall develop a suitable system for monitoring and reporting progress on the various activities up to PRELIMINARY ACCEPTANCE. CONTRACTOR shall submit PROJECT MASTER SCHEDULE and detailed Network Schedule covering the activities and milestones starting from EFFECTIVE DATE OF CONTRACT until PRELIMINARY ACCEPTANCE, as described under Clause -1.2.13. These schedules shall include the activities of CONTRACTOR, SUB-CONTRACTOR and vendor. CONTRACTOR shall monitor progress continuously and submit to PROJECT MANAGER monthly progress reports giving the status of the activities, indicating those delayed and action being taken, or required to be taken, to bring back those activities on schedule. These reports will also include progress at vendor's workshops and shall be supplemented with photographs, wherever necessary. The Network Schedule shall be updated once in a month. CONTRACTOR shall also furnish information to PROJECT MANAGER as may be required by any other Government Authority or any other agency such as Financing Institution etc.

1.2.26 **Technical Information**

1.2.26.1 CONTRACTOR shall furnish to OWNER, CONTRACTOR's Technical Information and know-how as may be necessary for the operation of PLANT and relating to its process according to the provisions of clause 53 of General Terms and Conditions. CONTRACTOR shall grant or cause to be granted to OWNER an irrevocable right to use all such above technical information for PLANT and shall further advise OWNER for a period of five (5) years from date of PRELIMINARY

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ACCEPTANCE of any improvements in process, know-how, engineering, operation methods, and other conditions which will result in more efficient operation of PLANT that are developed by CONTRACTOR or process licensor or have come to the knowledge of CONTRACTOR, at no extra cost to OWNER. OWNER shall also grant to CONTRACTOR, at no extra cost to CONTRACTOR, to the benefit of process licensor the same right on OWNER's improvements as per the provisions of this Clause. Notwithstanding the generality of the foregoing, ownership of data, technical information processes, technology or software proprietary to CONTRACTOR and/or SUBCONTRACTORS shall remain with CONTRACTOR and/or SUBCONTRACTOR. CONTRACTOR and/or SUBCONTRACTOR shall ensure that OWNER is legally entitled to use of such data, processes, technology and software in the form of a perpetual, non-terminable, non-exclusive, royalty-free licence for the purpose of the operation and maintenance of the PLANT

1.2.27 Work of SUB-CONTRACTOR and vendor

1.2.27.1 CONTRACTOR shall remain responsible for proper execution of such part of WORK as are carried out by its SUB-CONTRACTOR and vendor and any failure of SUB-CONTRACTOR/vendor shall not relieve CONTRACTOR of its obligations under CONTRACT. Furthermore, in the event of any default by SUB-CONTRACTOR/vendor, CONTRACTOR shall either take over SUB-CONTRACTOR/vendor's part of WORK on mutually agreed terms or take remedial action as may be necessary in order to comply with GUARANTEED COMPLETION DATE and any other activities leading to PRELIMINARY ACCEPTANCE by OWNER.

1.2.28 Co-ordination

1.2.28.1 CONTRACTOR shall render all necessary assistance to PROJECT MANAGER required for overall co-ordination of all activities connected with WORKS. For this purpose, CONTRACTOR and PROJECT MANAGER shall agree on a meeting as soon as practicable after EFFECTIVE DATE OF CONTRACT, with SUBCONTRACTOR/vendor's and such other parties as are necessary to settle the following:

- a) Review the basic design conditions set forth in FINAL PROPOSAL and where appropriate, review possibilities of standardisation.
- b) Assess the priorities and key dates required to be included in CONTRACTOR's PROJECT MASTER SCHEDULE.
- c) Make an assessment of all items requiring co-ordination.
- d) Fix up a date and agenda of any subsequent meeting as may be required in association with OWNER.
- e) Discuss with PROJECT MANAGER and furnish all technical information about various effluents/emission and discharge points from different sources

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indicating the quality and quantity of gaseous and liquid emission of pollutants from PLANT. CONTRACTOR shall also supply PROJECT MANAGER any additional information required on the above matter during the performance of process design and basic engineering design.

In the event, PROJECT MANAGER pursuant to its responsibilities of overall co-ordination requests CONTRACTOR to make any alteration to the programme, scope of responsibility under CONTRACT, CONTRACTOR shall do the same, subject to the provisions of Clause 3.0.

1.2.29 Notices and Reports

1.2.29.1. CONTRACTOR shall submit the following copies of notices to PROJECT MANAGER as part of the Scope of Work:

- a) Immediate notification of safety incidents and accidents, including near misses, of any kind or type followed as soon as possible after such event by a full report.
- b) Notices from any Government / Statutory Agency or any other Person for a violation of any Law or Government Approval, immediately upon receipt by CONTRACTOR and no later than twenty-four (24) hours after its receipt.
- c) Inspection reports by any inspector whether relating to any accident, accepting any test reports or otherwise immediately upon receipt by CONTRACTOR and no later than two (2) working DAYS after its receipt.

1.2.30 CONTRACTOR's Representative and Key Personnel

1.2.30.1 CONTRACTOR shall with prior consent of PROJECT MANAGER appoint a CONTRACT MANAGER to manage the execution of WORK and he shall be CONTRACTOR's authorized Representative in India. CONTRACTOR's personnel stationed at SITE for providing services during the execution of WORK shall work under the supervision and guidance of CONTRACT MANAGER. The CONTRACT MANAGER shall have the full authority to make binding and enforceable in the name of CONTRACTOR and shall receive all notices/correspondence that OWNER serves on CONTRACTOR.

1.2.30.2 CONTRACTOR shall be responsible for the work performed by CONTRACT MANAGER and CONTRACTOR's personnel and shall under no circumstances be relieved of its responsibilities and obligations under CONTRACT on account of acts or omissions of CONTRACT MANAGER and personnel.

1.2.30.3 The Key Personnel shall hold the staff positions as indicated in CONTRACT. CONTRACTOR shall use reasonable efforts to ensure that such Key Personnel will be engaged in the execution of WORK continuously until their role is completed unless prior release is approved by OWNER, such approval not to be unreasonably withheld or delayed. Replacement of or addition to Key Personnel

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shall only be made with persons having qualifications and experience equal to or better than those replaced or added to, and shall be similarly subject to OWNER's prior approval. In the event, any person identified in CONTRACT decides to leave the employment of CONTRACTOR, CONTRACTOR shall use reasonable efforts to retain the services of such person until his portion of WORK is complete. CONTRACTOR further agrees not to remove from WORK Key Personnel, which OWNER considers to be necessary for the proper performance of WORK without the prior written approval of OWNER.

1.2.31 General Warranties

- a) CONTRACTOR shall perform WORK in full compliance with its FINAL PROPOSAL and all other terms and conditions set forth herein.
- b) WORK shall be performed, in a good and workmanlike manner and in accordance with the FINAL PROPOSAL, all other terms and conditions of this CONTRACT, all DOCUMENTS, all Government Approvals, all APPLICABLE LAWS, and Good Industry Practices.
- c) All EQUIPMENT, installed as part of PLANT, (i) shall be free from any encumbrance or lien and shall conform to the specifications and descriptions set forth in CONTRACT and (ii) shall be new and unused, free from DEFECTS and Deficiencies of any kind and shall meet the requirements of the Scope of Work.
- d) The completed PLANT shall be free of DEFECTS and Deficiencies and shall be designed, constructed and engineered, in compliance with the Scope of Work.
- e) PLANT shall be designed, engineered, constructed, tested, completed and delivered based on Good Industry Practices, CONTRACTOR's specifications and guidelines for operation and maintenance in accordance with the Scope of Work, for CONTRACT PRICE and no later than the GUARANTEED COMPLETION DATE.
- f) All SUB-CONTRACTOR/vendor shall perform their portion of the Scope of Work or supply or install EQUIPMENT in accordance with the applicable terms set forth herein.
- g) Adherence to the Operations Manual shall allow safe start-up, operation, maintenance and shut-downs of the completed PLANT, in accordance with CONTRACTOR's guidelines and will not impair any warranty or guarantee of EQUIPMENT incorporated or to be incorporated into PLANT.

1.2.32 Additional Tests

- 1.2.32.1 Except for tests required as per the provision of CONTRACT, OWNER may at any time prior to FINAL ACCEPTANCE OF PLANT request re-testing or additional

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testing of any EQUIPMENT, incorporated or to be incorporated into PLANT, or WORK if OWNER believes the results of earlier tests are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested.

1.2.32.2 If a portion of WORK or any EQUIPMENT, incorporated or to be incorporated into PLANT, fails any additional test or retest requested by OWNER pursuant to Clause 1.2.32.1, then CONTRACTOR shall correct or replace, or cause its SUB-CONTRACTOR/VENDOR to correct or replace, such item or portion so as to pass additional testing or re-testing and otherwise meet or conform to such requirements. No changes to time schedule or increase in the CONTRACT PRICE shall be granted with respect to such additional testing. CONTRACTOR shall solely bear any cost resulting thereof (including the cost of any required uncovering and recovering of WORK). Neither the failure by OWNER to discover Defects and Deficiencies, nor any payment to CONTRACTOR in respect thereof shall prejudice the rights of OWNER thereafter to require and obtain from CONTRACTOR the satisfactory performance of WORK hereunder. OWNER shall not be deemed to have accepted any WORK as a result of any additional testing.

1.2.33 General

1.2.33.1 CONTRACTOR shall incorporate during design stage maximum utilization of goods manufactured and/or available in India and also avail shipping, insurance, banking, catering and any other services available from India-owned companies for installation of plant, if quality, delivery and overall cost characteristics are equivalent.

1.2.33.2 CONTRACTOR shall arrange insurance pursuant to Clause 28.0 of GCC, at its own cost.

1.2.33.3 CONTRACTOR shall provide necessary information, documentation, and assistance for obtaining any approvals from Financial Institutions or any other agencies or authorities.

2.0 OWNER'S OBLIGATIONS

OWNER shall be responsible for fulfilling all obligations as specified under the following heads:

2.1 Basic Conditions for Design

OWNER shall provide all relevant data regarding basic conditions (subject to availability of the same with OWNER) for information/guidance purpose to CONTRACTOR. However, the data should be verified before use by CONTRACTOR at its cost. Any claim due to variation/inconsistency in data regarding basic conditions shall not be entertained by OWNER.

2.2 Overall Co-Ordination

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The objective of overall co-ordination is to organise orderly execution of WORK, bring about requisite integration amongst the various project activities of executing agencies, to achieve the technical quality, cost objective of WORK and to avoid interference between the various activities of the parties in order to achieve the earliest possible completion of WORK. The aim will be to integrate, have compatibility between plants and uniform standardisation of design, engineering, layout, etc.

2.3.0 Review and Approval of Work

2.3.1 CONTRACTOR shall associate OWNER's representatives with WORK as carried out by CONTRACTOR's personnel. For this purpose, OWNER shall associate with WORK at all stages. Specifically, OWNER shall undertake the following tasks:

- a) Review/APPROVAL of drawings as per Part-II, Technical and other documents connected with basic and detailed engineering.
- b) Review of specifications for EQUIPMENT, lists of spare parts and special maintenance tools, and lists of special construction aids, tools, tackles, and fixtures.
- c) Participation in inspection, expediting and testing of EQUIPMENT at SUB-CONTRACTOR's / vendor's works and at SITE, wherever considered necessary by OWNER.

2.3.2 For the smooth functioning OWNER will nominate an individual who will act as PROJECT MANAGER under the CONTRACT. The PROJECT MANAGER will have full authority to act on behalf of the OWNER in connection with the CONTRACT. Except as otherwise provided in the CONTRACT, all communications between the OWNER and the CONTRACTOR relating to the WORKS shall be between the PROJECT MANAGER and the CONTRACT MANAGER.

2.3.3 OWNER shall depute its representatives to carry out above work at the office of CONTRACTOR. OWNER shall bear the cost of travel and stay of its personnel for such deputation. CONTRACTOR shall provide office accommodation, secretarial assistance, etc. in its office to OWNER's personnel. Number of OWNER's personnel to be deputed at CONTRACTOR's office on single location shall not exceed 10 (ten) at a time.

2.4 Government Clearances

Without prejudice to CONTRACTOR's obligations under the CONTRACT, OWNER shall provide necessary services and assistance to CONTRACTOR in obtaining Government clearances to be ~~to be~~ procured in the name of OWNER as referred to in GCC clause 59.1. All approvals/ permissions other than Environment

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Clearance and Consent to Establish/operate shall be obtained by the CONTRACTOR.

2.5 Facilities for CONTRACTOR's Personnel

OWNER shall assist CONTRACTOR in obtaining Visas and other PERMITS from the appropriate authorities for CONTRACTOR's and SUB-CONTRACTOR's / vendor's expatriates to enter and stay in India as necessary for performance of WORK. OWNER shall also provide facilities to CONTRACTOR's expatriates in accordance with the provisions described in Clause-2.8.

2.6 Operating and Maintenance Personnel

OWNER shall associate its personnel with the construction and erection of PLANT to familiarise the personnel with WORK, ascertain quality, and generally to prepare for proper operation and maintenance of PLANT. CONTRACTOR shall provide experienced operating and maintenance personnel to carry out PRE-COMMISSIONING and COMMISSIONING activities in a timely manner.

2.7 Feed stock and Utilities

OWNER shall make available the feedstock and utilities subject to limit specified in CONTRACT and take over all products and effluents (effluents shall only be discharged in exceptional case of abnormal operation of PLANT) at BATTERY LIMIT as specified in CONTRACT.

2.8 Site Facilities

OWNER shall provide the following SITE facilities:

- a) Organisation and personnel for general co-ordination of site activities.
- b) General safety and security services.
- c) Construction water and power shall be provided, free of cost, by OWNER at a single location at site upto contractual completion period. Beyond that chargeable basis. Provision of meter for supply of Power and water to the Contractor shall be in Owner's scope.
- d) Access to SITE
- e) OWNER shall not provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of CONTRACTOR, deputed at SITE for performing WORK under CONTRACT.
- f) OWNER shall not provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of SUB-CONTRACTOR and VENDOR.
- g) Area for making shed/covered storage for storing EQUIPMENT

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3.0 CHANGE IN WORK/CHANGE ORDER

3.1 OWNER may at any time order change in work scope. OWNER shall have the right to request in writing changes in WORK within the scope of CONTRACT. When the request for a change in WORK by OWNER has been agreed and complied by CONTRACTOR, CONTRACTOR's obligations under CONTRACT shall remain unaffected unless otherwise agreed.

Changes may consist of additions, deletions or revisions of or to the Scope of Work, and may cause the CONTRACT PRICE, the work schedule or the GUARANTEED COMPLETION DATE or any other CONTRACTOR's WARRANTIES to be adjusted.

3.2 In the event that CONTRACTOR is instructed by OWNER to perform any change order, whether it be additional work or a reduction in the scope of work, a 10% mark-up shall be allowed to cover the cost of overheads and profits of the CONTRACTOR on the total lump-sum cost of the CHANGE ORDER for procurement of equipment, services including third party, including all taxes, duties and all other related costs.

3.3. On each request for a CHANGE IN WORK, CONTRACTOR shall promptly inform OWNER in writing whether this request will fall within the provision of CONTRACT. If this request does not fall under the provision of CONTRACT and CONTRACTOR has to incur additional expenses, then CONTRACTOR shall promptly submit a cost estimates, and terms of payment for making the requested change in WORK together with the details of any variation required to be made to any of CONTRACTOR's or OWNER's obligations and/or guarantees.

3.4 If in CONTRACTOR's opinion fulfillment of any of its obligations under CONTRACT would be jeopardised by a CHANGE IN WORK requested by OWNER, then CONTRACTOR shall explain in writing to OWNER the reasons for not accepting these changes within thirty (30) days of receipt of OWNER's written request.

3.5 OWNER and CONTRACTOR shall agree upon the basis and terms of the CHANGE IN WORK in writing.

3.6 It is understood that no change shall become effective and no change will alter the scope of WORK until all of the matters referred to in this Clause 3 have been mutually agreed upon in writing by OWNER and CONTRACTOR.

3.7 It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause:

- a) Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any substantial additional cost or manhour effort, and have no effect on contractual completion period, and/or

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- b) Deleted.
- c) Changes in CONTRACTOR's WORK required on account of CONTRACTOR not having included any item of EQUIPMENT or WORK which, in the opinion of OWNER/CONTRACTOR is necessary for the normal safe and continuous operation of PLANT.
- d) Any change necessitated due to requirements of prevalent laws in India at the time of submission of Final priced Bid.

4.0 ACCEPTANCE OF PLANTS AND FACILITIES

CONTRACTOR's liabilities for the Performance Guarantees given for the PLANTS and Facilities in respect of capacity, consumption, product quality and pollution level shall be discharged only when the PERFORMANCE AND GUARANTEE TESTS as stipulated in Part-II, Technical of NIT have been successfully carried out as per acceptance criteria specified below or alternatively, Mutually Agreed Damages as stipulated in clause 31 of GCC have been paid by the CONTRACTOR and OWNER has issued PRELIMINARY ACCEPTANCE CERTIFICATE.

5.0 PLANT ACCEPTANCE CRITERIA

Subject to fulfilling PERFORMANCE AND GUARANTEE TESTS as per Part-II, Technical Section of NIT and Clause 18.0 of SCC, OWNER shall be in readiness to accept the PLANTS. CONTRACTOR shall take all steps to fulfil the provisions of the CONTRACT for OWNER to issue PRELIMINARY ACCEPTANCE CERTIFICATE.

6.0 ISSUANCE OF PRELIMINARY ACCEPTANCE CERTIFICATE

Within 30 (thirty) DAYs from completing successfully PERFORMANCE & GUARANTEE TESTS by the CONTRACTOR, and CONTRACTOR fulfilling all the obligations under the provision of the CONTRACT, OWNER shall issue PRELIMINARY ACCEPTANCE CERTIFICATE to CONTRACTOR. If OWNER does not issue the certificate ,owner will provide written notice stating the reasons for refusing to issue the certificate within 60 days of request,. On issue of this Certificate by OWNER, CONTRACTOR shall become entitled to receive all payment as per provisions of the CONTRACT due to CONTRACTOR subject to CONTRACTOR's fulfilling the obligations stipulated under CONTRACT

7.0 LABOUR AND STAFF

- 7.1 The CONTRACTOR shall make his own arrangement for labour, erection and COMMISSIONING engineers and all other staff required for carrying out the CONTRACT. The necessary permissions from Government of India regarding work permit and visa requirement shall be obtained by the CONTRACTOR.

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7.2 The CONTRACTOR shall make his own arrangements for providing canteen service to his labour and staff. Open space for this purpose may be provided by OWNER.

7.3 The CONTRACTOR shall at his own cost provide office and other accommodation for his staff and workmen. The CONTRACTOR shall also provide communication, transport and medical facilities to his staff and workmen.

7.4 The CONTRACTOR shall be responsible for all statutory obligations and any other laws in this regard in force from time to time regarding the employment or conditions of service of CONTRACTOR's labour, workman or employees.

7.5 The CONTRACTOR shall observe all safety rules as required under various rules, regulations and laws in India and shall also strictly adhere to safety regulations of OWNER.

8.0 TRAINING OF OWNER'S PERSONNEL

8.1 The CONTRACTOR shall provide facilities, for Training of OWNER's personnel at CONTRACTOR's other installations before the plant goes into operation, in the operation and maintenance of plant. The costs towards travel, transportation and living expenses of the OWNER's personnel shall be borne by OWNER.

CONTRACTOR shall provide assistance to OWNER's personnel for proper co-ordination and management of the practical experience. Detailed programme and modalities for practical experience shall be mutually agreed between OWNER and CONTRACTOR.

8.2 The fee for Training of OWNER's personnel shall be as specified in in technical section of the ITB.

9.0 MODE OF CONTRACTING

9.1 Notwithstanding anything stated elsewhere in the CONTRACT documents, the CONTRACT is awarded on lump sum turnkey basis with single source responsibility.

9.2 The CONTRACT shall be in all respect being construed and governed in accordance with the Indian laws.

9.3 It is clearly understood that the total consideration for the CONTRACT has been broken up into various components only for the convenience of payment of advance under the CONTRACT and for the measurement of deviation or modification under the CONTRACT(s).

10.0 BID PRICES

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- 10.1 CONTRACTOR shall quote Bid Prices as per PRICE SCHEDULE (BOQ), for entire scope of work as per provisions of the bidding documents.
- 10.2 The CONTRACT PRICE / TOTAL CONTRACT PRICE / LSTK PRICE shall remain firm and fixed and shall be valid during currency of the Contract and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the CONTRACT.
- 10.3 The CONTRACT PRICE / TOTAL CONTRACT PRICE / LSTK PRICE shall include the price of Equipments/Materials, price of Services and prices for Civil & Structural Work as per BOQ.
- 10.4 CONTRACTOR to note that breakup of CONTRACT PRICE / TOTAL CONTRACT PRICE / LSTK PRICE is for reference only and total price payable under the CONTRACT shall be restricted to CONTRACT PRICE / TOTAL CONTRACT PRICE / LSTK PRICE. The price evaluation shall be based on the criteria mentioned in ITB Section.

The above CONTRACT PRICE / TOTAL CONTRACT PRICE / LSTK PRICE shall be considering entire Contract as “Works Contract Service”.

- 10.5 The quoted price shall be deemed to be inclusive of all taxes, statutory levies, and duties including but not limited to municipal taxes, royalties, Custom duty and customs related duties, GST, Withholding tax, BOCW irrespective of whether same is categorically specifically indicated or not. Prices, taxes, duties including GST on any transaction between CONTRACTOR and their Sub-Contractor/supplier shall be included in the TOTAL CONTRACT PRICE quoted by the CONTRACTOR.
- 10.6 The price quoted shall be Lumpsum price/Unit Rate Basis as the case may be, for the entire scope of work, whether specifically mentioned or not.
- 10.7 Obligation of the CONTRACTOR is not limited to the quantities that the CONTRACTOR may either indicate in the breakup of lumpsum prices alongwith his bid or in further detailed breakup of Lumpsum price/Unit Rate Basis furnished after award of Work. CONTRACTOR shall carry out entire scope of Work/Supplies/Services as detailed in various sections of bidding documents within the quoted LSTK Price.
- 10.8 Lumpsum price/Unit Rate Basis shall be deemed to be inclusive of the cost of any other supplies / work(s)/ services not specifically mentioned in the Bidding Document but are essentially required for the efficient, trouble free operation of the complete package, irrespective of whether the above unspecified supplies / work(s) / services are specifically mentioned in the Bidders bid or not.
- 10.9 The CONTRACTOR shall carefully examine the various clauses / sections of the Bidding Document inclusive of Scope of WORK, General Conditions of Contract, Special Conditions Of Contract, and Tender Specifications, Technical and

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Commercial amendments, if any etc. The CONTRACTOR shall include in his prices any sum he may consider necessary to cover the fulfilment of the various clauses contained therein. The items of work described and LSTK price stated shall be inclusive of everything necessary to complete the said item of work within the contemplation of the CONTRACT.

- 10.10 Spares for Start-up/Commissioning and Mandatory spares and any other Tools and Tackles as required are in CONTRACTORS scope and deemed to be included in their quoted TOTAL CONTRACT PRICE, irrespective of whether such spares / items are categorically mentioned or not in the CONTRACTOR'S bid. No claim on this issue shall be entertained at later date after award of work and at any stage during the faithful execution of the CONTRACT.
- 10.11 It shall be the sole responsibility of the CONTRACTOR to duly observe and faithfully perform and fulfil all obligations of all laws, rules, regulations, orders and formalities during the entire period / currency of the CONTRACT, applicable to Goods and Service Tax (GST), Custom duty etc, on the import, manufacture, sale and / or supply of any material(s)/ equipment to the OWNER and faithful performance of the Works Contract Service under the CONTRACT. The CONTRACTOR shall keep the OWNER and its Project Management Consultant (PMC) indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and / or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach or infractions of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- In view of GST regime, CONTRACTOR shall quote the Prices Considering Input Tax credit (ITC).
- 10.12 The price of Works Contract Service shall be deemed to cover various factors including but not limiting to cost of materials / equipments / services, overheads, bidding cost, financing cost, profits, mobilization & demobilization cost etc, as applicable. Unless the scope expressly excludes certain provision from the CONTRACTOR's scope in the Bidding document / CONTRACT, no additional payment on any such head expressly not mentioned herein in the bidding document / contract shall be entertained at later date.

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11.0 CURRENCIES OF BID AND PAYMENT

- 11.1 (i) Bidder shall quote in **INR only**.
- (ii)
- (iii) Bidders shall quote the price for MATERIALS and services in Indian Rupees only.
- 11.2 The LUMPSUM PRICE quoted by the CONTRACTOR shall be gross of Indian Income Tax including withholding tax (if any), and the LUMPSUM PRICE(S) shall be deemed to include Indian Income Tax including withholding tax (if any).

12.0 PRICES, TAXES AND DUTIES AND OTHER LEVIES

- 12.1 Except as specifically provided to the contrary in the SPECIAL CONDITIONS OF CONTRACT:
- (i) The CONTRACTOR shall within the price of materials and scope of supply be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods, equipment or materials imported into India or within any local limits for permanent incorporation in the work(s), and on materials sold and supplied to the OWNER pursuant to the CONTRACT.
- (ii) The CONTRACTOR shall within the price of services and scope of services be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods or equipment imported into India or within any local limits for use in the performance of the work(s), and on services performed pursuant to the CONTRACT.
- (iii) The CONTRACTOR shall be liable for and shall pay any and all Indian fees, taxes, duties, levies and cesses including education cess etc., assessable against CONTRACTOR in respect of or pursuant to the CONTRACT.
- (iv) In addition, the CONTRACTOR shall be responsible for payment of all Indian duties, levies, and taxes etc., assessable against the CONTRACTOR or CONTRACTOR's employees or SUB-CONTRACTOR'S whether corporate or personal or applicable in respect of property.

12.2 TAXES AND DUTIES

The CONTRACTOR shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by the CONTRACTOR, his agents, SUB-CONTRACTORS

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and Suppliers and its/their respective employees for or in relation to the performance of this CONTRACT. The CONTRACTOR shall be deemed to have been fully informed with respect to all such liabilities and shall further be deemed to have consideration and included the same in his bid and the LSTK Price shall not be varied in any way on this account.

12.3 TAX INDEMNITY

It will be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to GST, any applicable cess GST, Customs Duty and other taxes on the manufacture, sale, import and/or supply of any material to OWNER and/or applicable tax and levies on the services performed by the CONTRACTOR pursuant hereto. The CONTRACTOR shall keep the OWNER indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by the Court or Customs Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

12.4 All the applicable taxes, duties etc. on supply of materials, services and otherwise required for execution of CONTRACT on Lumpsum price/Unit Rate Basis as quoted in given BOQ shall be included in the TOTAL CONTRACT PRICE.

12.5 The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates as on the date of submission of bids/revised price bid, if any, in its CONTRACT PRICE. In case, CONTRACTOR has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and CONTRACTOR has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to CONTRACTOR.

12.6 Within the contractual period, any differential tax liability arising on account of statutory variation in India in percentage of taxes, duties shall be paid by OWNER to CONTRACTOR or vice versa and the same may be reflected therefore in CONTRACT PRICE on submission of documentary evidence. However, in case of delay in PRELIMINARY ACCEPTANCE OF PLANT due to reasons attributable to CONTRACTOR, any increase in percentage of taxes/duties over and above those specified and quoted by the Bidder in given BOQ during the delayed period shall be to CONTRACTOR's account and shall not be reimbursed by OWNER.

12.8 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

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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 RCF.

12.8 Any other taxes / duties in relation to this CONTRACT, which in terms of relevant legislation is the liability of CONTRACTOR, is discharged by OWNER, would be recovered from the CONTRACTOR from any subsequent payment due to the CONTRACTOR.

Deleted

12.12 **INCOME TAX**

12.12.1 TOTAL CONTRACT PRICE shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue tax deducted at source certificate to CONTRACTOR. It is the responsibility of the CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to its income tax assessments and to keep the OWNER informed about their assessments.

12.12.2 Personal income tax payable, if any, in respect of salary and perquisites of CONTRACTOR's personnel / SUB-CONTRACTOR's personnel in India shall be payable by the individual so deputed by CONTRACTOR or SUB-CONTRACTOR. It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to income tax assessments of its personnel and to keep the OWNER informed about their assessments.

12.12.13 Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE. BOCW shall be deducted at source from the CONTRACTOR's bill as per latest tax rule on civil portion only.

13.0 **STATUTORY VARIATION IN TAXES AND DUTIES**

13.1 If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/revised price bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment.

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However, this is applicable within the GUARANTEED COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.

13.2 If any existing taxes or duties are withdrawn or the rate is decreased after the date of submission of the bids / revised bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall be entitled to discount in the amount payable to the CONTRACTOR of amount equivalent to the amount of such taxes or duties. This is applicable within the GUARANTEED COMPLETION DATE and also during the delayed contractual Project completion.

13.3 In case of delayed completion beyond the GUARANTEED COMPLETION DATE 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 increase in price on any other account including price variation clause, if any, 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.

13.4 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.

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

14.0 TERMS OF PAYMENT

FOR SUPPLY OF MATERIALS & SERVICES UPTO SUCCESSFUL COMPLETION OF GTR:

14.1 **10%** interest free mobilization advance will be given against submission of Advance Bank Guarantee (ABG) for 110% of the advance amount and proforma invoice, and Security cum Performance Bank Guarantee (PBG) for 10% of contract Value.

The Bank guarantee will have to be submitted on Rs 500/- non judicial stamp paper and it will be as per format enclosed and issued by one of the banks from RCF's approved bankers list

14.2 **10%** interest free advance will be given against submission of Advance Bank Guarantee (ABG) for 110% of the advance amount, against submission of General arrangement drawing & submission of Civil loading details for UF project. The Bank guarantee will have to be submitted on Rs 500/- non judicial stamp paper and it will

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be as per format enclosed and issued by one of the banks from RCF's approved bankers list

- 14.3 **60%** payment shall be made on 30th day of receipt of material on prorata basis at RCF site subject to submission of Tax invoices along with 100% taxes. Pro-rata payment shall be done as per RCF approved billing break up/schedule. Vendor shall submit billing break up/schedule for RCF approval in kick off meeting. Vendor shall submit consolidated invoices in form of RA bills maximum upto seven numbers upto Mechanical completion. If mobilization advance not requested/ taken by vendor 80% payment shall be released instead of 60%
- 14.4 **10%** payment shall be made on 30th day subject to Mechanical completion certificate.
- 14.5 **5%** payment shall be made on 30th day after successful commissioning of the system.
- 14.6 **3%** payment shall be made on 30th day on issue of PRELIMINARY ACCEPTANCE CERTIFICATE-of the system.
- 14.7 Balance **2%** payment shall be made on 30th day after successful completion punch points and receipt of complete documentation of the system.
No payment shall be made unless PBG is received and PBG shall not be adjusted against any payment due. Advance Bank Guarantee shall be valid upto 3 months after the contractual COMPLETION DATE and may be renewed, at the request of OWNER for such extended period. However, this Advance Bank Guarantee shall be released after Mechanical Completion

14.8 **MOBILISATION ADVANCE**

Interest free Mobilization advance of 10% of Contract value shall be given, if asked by the Bidder, as indicated above. The CONTRACTOR shall be paid an interest free non recoverable Mobilization Advance equivalent to 10% (Ten percent) of the Contract Price divided into number of Contracts as indicated elsewhere in the NIT provided Bank Guarantee for respective Contract is submitted by the CONTRACTOR for 110% of advance.

- a) Submission of Bank Guarantee(s) for 110% value covering the the Rupee portion of the said advance(s), valid for 3 months beyond MECHANICAL COMPLETION, from OWNER'S List of Approved Bank as per Annexure 1.20 and in a format acceptable to the OWNER. The CONTRACTOR shall at the request of the OWNER suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required to fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing

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which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s).”

- b) Submission of Bank Guarantee(s) by way of Security Deposit as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the Bank Guarantee(s) for such further period or periods as may be required **failing** which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).

14.9 Bidder to furnish the monthly Payment Schedule(S-curve) as per the given BOQ excel format.

14.10 All payments other than the Mobilization Advance shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

14.11 All invoices shall be submitted in quadruplicate to PROJECT MANAGER by the Bidder. **The payment shall be released on 30th day of submission of clean invoice.**

14.12 Payment towards RECOMMENDED OPERATIONAL SPARES

100% payment shall be made after receipt of material at site duly certified by authorized representative of Owner.

15.0 BILLING SCHEDULE

The CONTRACTOR shall provide a billing schedule based on agreed payment terms within 30 days from the effective date of CONTRACT for APPROVAL by the OWNER.

The CONTRACTOR shall raise “Tax Invoices” on the OWNER as per prevalent act.

The Bill of Entry shall have to be filed by the CONTRACTOR within the stipulated time with the appropriate authorities.

16.0 Deleted.

17.0 LIABILITY FOR DEFECTS

17.1 If at any time before the PRELIMINARY ACCEPTANCE or during the DEFECTS LIABILITY PERIOD stated below, the PROJECT MANAGER:

- (a) Decides that any matter is a DEFECT; and
- (b) as soon as reasonably practicable gives to the CONTRACTOR notice of the particulars of the DEFECT; the CONTRACTOR shall as soon as reasonably predictable make good the DEFECTS so notified and the OWNER shall so far as may be necessary place the PLANT at the CONTRACTOR’s disposal for this purpose. The

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CONTRACTOR shall, if so required by the PROJECT MANAGER, submit his proposals for making good any DEFECT to the PROJECT MANAGER for his approval.

Subject to clauses 17.4, 17.8 and 17.9, the DEFECTS LIABILITY PERIOD shall be a period of 12 months from the date of PRELIMINARY ACCEPTANCE.

17.2 If any DEFECT arises from any breach of the CONTRACT by the CONTRACTOR the CONTRACTOR shall bear his own cost of making good the DEFECT. In the case of any other matter made good by the CONTRACTOR, the work done by the CONTRACTOR shall be the subject of CHANGE ORDER.

17.3 The sustained load test is to be carried out before the performance guarantee test. The performance guarantees are demonstrated only through the performance tests carried out before the achievement of the PRELIMINARY ACCEPTANCE CERTIFICATE.

Bidder is available to carry out further test(s) on the repaired/replaced item during the DEFECT LIABILITY PERIOD having the sole purpose to verify that said item is capable of working in compliance with contractual requirements. Such test(s) shall not be intended as a repetition of the performance tests already performed.

If DEFECT is made good after the issue of a PRELIMINARY ACCEPTANCE CERTIFICATE the PROJECT MANAGER may require the CONTRACTOR to repeat any appropriate performance test for the purpose of establishing that the DEFECT has been made good. The CONTRACTOR shall be responsible for the cost of any repeat inspection or test in the event of an inspection or test failure.

17.4 If in the course of making good any DEFECT which arises during the DEFECTS LIABILITIES PERIOD and CONTRACTOR repairs, replaces or renew any part of the PLANT, this Clause 17 shall apply to the repair or to that part of the PLANT so replaced or renewed and shall further apply until the expiry of a period of 12 months from the date of such repair, replacement or renewal (the extended DEFECTS LIABILITY PERIOD).

17.5 If the CONTRACTOR does not make good within a reasonable time as provided by OWNER any DEFECT which he is liable to make good under Sub-Clause 17.1 then the OWNER may, in addition to any other remedies or relief available to him under the CONTACT, proceed to do the work, provided that the OWNER gives at least fourteen DAYS notice of his intention.

17.6 If the OWNER reasonably requires that any DEFECT notified to the CONTRACTOR under Sub-clause 17.1 which arises during the DEFECT LIABILITY PERIOD be made good urgently and the CONTRACTOR is unable or refuses to comply within a reasonable time as provided by OWNER, the OWNER may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work in such a manner as the PROJECT MANAGER may decide, including the employment of a third party.

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17.7 If the OWNER has made good a DEFECT in accordance with Sub-clause 17.5 or 17.6, the CONTRACTOR shall reimburse the OWNER his reasonable cost of so doing provided that the OWNER gives a notice to the CONTRACTOR of his intention and submits a claim supported by DOCUMENTS. The PROJECT MANAGER and the CONTRACTOR may agree the amount to be paid by the CONTRACTOR, or in the absence of agreement the PROJECT MANAGER shall decide such amount as may be reasonable. Such amount shall be:

- a) deducted from any money that would otherwise be payable under the CONTRACT; or
- b) paid by the CONTRACTOR to the OWNER

17.8 If the PLANT cannot be used because of a DEFECT to which this Clause 17 applies, the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD, shall be extended by a period equal to the period during which it cannot be used. Similarly the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD shall be extended by any period wherein the PLANT cannot be used by reason of the CONTRACTOR putting the PLANT into such condition that it passes any relevant performance test or attempting to do so.

17.9 If any part of the PLANT has a working life, which is specifically notified by the CONTRACTOR under this CONTRACT, to be less than 12 months the DEFECTS LIABILITY PERIOD for such part shall be the working life so stated.

18.0 PERFORMANCE TESTS

18.1 Before the start of performance test, the contractor is required to carry out the sustained load test as detailed elsewhere in the NIT. The specific guarantees under the CONTRACT in respect of the performance of the PLANT made by the CONTRACTOR which is verifiable by performances tests shall be governed by this Clause 18.

18.2 If the CONTRACT provides for the performance of the PLANT to be tested in sections or in parts, Sub-clause 18.3 to 18.14 shall apply as if a reference to the PLANT were a reference to a section or a part.

18.3 The performance tests to be carried out on the PLANT shall those specified in Part II, Technical Section of NIT, PERFORMANCE AND GUARANTEE TEST. If any unspecified test is subsequently proposed, the CONTRACTOR and the PROJECT MANAGER shall discuss whether such tests should be carried out. If they agree that the test should be carried out, the PROJECT MANAGER shall order the test as a CHANGE ORDER.

18.4 The performance test shall be carried out by the CONTRACTOR in the presence of PROCESS LICENSOR/OWNER as soon as is practicable using suitably trained and experienced employees and in accordance with the manuals provided by the CONTRACTOR and such other instruction as the CONTRACTOR may give in the

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course of carrying out such tests. If any instruction conflicts in any way with or significantly adds to the manuals, the CONTRACTOR shall issue it in the form of an amendment. The performance test shall be carried out as far as practicable under the conditions, if any, detailed in the specification forming part of the CONTRACT, which sets out the technical definition of the PLANT.

- 18.5 The CONTRACTOR shall give a notice to the PROJECT MANAGER his readiness to carry out the performance tests after completion of sustained load test, including a proposal for the time at which the tests would commence. The CONTRACTOR shall then confirm, at least seven DAYS before the commencement of the performance tests.
- 18.6 Every performance test shall be carried out to completion unless the PROJECT MANAGER or the CONTRACTOR shall order it to be stopped because its continuance would be unsafe or unacceptable to either party.
- 18.7 If the PLANT fails to pass any performance test or if any performance test is stopped before its completion such test shall, subject to Sub-clause 18.9 and 18.10, be repeated as soon as practicable thereafter. After failure of 3 trials of performance tests, OWNER shall have the option to operate the plant, whereupon care and custody of the Plant shall be transferred to Owner and DLP will start. The OWNER shall then exercise the option when to make adjustments and modifications by the CONTRACTOR to any part of the Plant before the repetition of any performance test.

Accordingly, Owner will have the right to defer corrective action by CONTRACTOR and CONTRACTOR will have the right for extension of time by such number of days of deferment.

The OWNER shall permit to CONTRACTOR to make adjustments and modifications to any part of the Plant before the repetition of any performance test and shall, if the CONTRACTOR reasonably requires, shut down any part of the PLANT for such purpose and restart it after completion of the adjustments and modifications, which shall be made by the CONTRACTOR with all reasonable speed. The timing of such shutdown shall be agreed between the CONTRACTOR and the PROJECT MANAGER.

The CONTRACTOR shall, if so required by the PROJECT MANAGER, submit to the PROJECT MANAGER for his approval details of the adjustments and modifications which he proposes to make.

The CONTRACTOR shall make such adjustment and modifications at his own cost.

- 18.8 The result of the performance tests shall be compiled and evaluated jointly by the OWNER or the PROJECT MANAGER and by the CONTRACTOR.
- 18.9 If for reasons which are the responsibility of the CONTRACTOR the PLANT does not pass the performance test, the OWNER shall thereafter shall be free to operate the PLANT as he sees fit, provided that the results of the performance tests are within the

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limits for the application of MUTUALLY AGREED DAMAGES. Upon payment or allowance of such sum the CONTRACTOR shall become entitled to the issue of PRELIMINARY ACCEPTANCE CERTIFICATE stating the applicable MUTUALLY AGREED DAMAGES have been paid in respect of shortfall in performance. CONTRACTOR shall be released from liability with respect to PERFORMANCE AND GUARANTEE TEST upon payment of MUTUALLY AGREED DAMAGES.

If the results of the performance tests are outside the limits for application of MUTUALLY AGREED DAMAGES specified in the CONTRACT, OWNER may at his option:

- a) instruct the CONTRACTOR to investigate or to co-operate with the PROJECT MANAGER or others in the investigation of the reasons for the shortfall in the performance;
- b) instruct the CONTRACTOR to propose remedial measure and work necessary to correct the shortfall whether as the result of any such investigation or not; and/or
- c) recommend the CONTRACTOR to carry out whatever remedial measures and work may be may be necessary to correct the shortfall

Thereafter the PROJECT MANAGER may require that a performance test be repeated, the result of which shall be subject to this Sub-clause 18.9.

The CONTRACTOR shall bear his own cost of work undertaken in accordance with (a), (b) or (c) above.

18.10 If for reasons which are the responsibility of the CONTRACTOR:

- (a) the results of any performance test are outside any limits specified in Clause 31 of GCC; and
- (b) within the period from the date of agreed period of Extended Performance Test Period the CONTRACTOR is unable to bring the performance of the PLANT within the limit specified in Clause 31 of GCC as demonstrated by a repeat performance test or tests whether or not having followed the provisions of (a), (b) and (c) of Sub-clause 18.9; the OWNER shall proceed with encashing the Performance Bank Guarantee. If during the Extended Performance Test Period the performance of the plant is brought within the limits of MUTUALLY AGREED DAMAGES, the liability of the CONTRACTOR shall be limited to the payment of MUTUALLY AGREED DAMAGES in accordance with Clause 31 of GCC.

18.11 After 3 failed performance tests, Owner will have the option to operate the plant with deferment of corrective action by bidder to a suitable date. Accordingly the guaranteed completion date shall be extended by the number of days of deferment.

Further if the performance parameters are within the range of applicable damages(MAD) then the Bidder will be allowed only 3 trials to pass the performance

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guarantee test upon which Owner will have the right to recover the MAD related to Works cost Guarantee.

Under above circumstances (i.e. after three failed tests) if Owner elects to operate the plant then care and custody will pass to the Owner and Defect Liability Period will start. However if Works cost is more than 102.5 %, the contractor has to take the necessary action to correct the defects as stated elsewhere in the NIT. The cost towards the modification/rectification shall be borne by contractor as stated elsewhere in the NIT. After the necessary corrections/modification carried out by the contractor, the Performance test shall be done to establish the works cost.

19 FINAL ACCEPTANCE CERTIFICATE

19.1 Subject to Sub-clause 17.8 and 19.2 as soon as DEFECT LIABILITIES PERIOD for the PLANT has expired or the CONTRACTOR has made good all DEFECTS that have within such period appeared in the PLANT or a Section in accordance with Clause 17 (Liability for Defects), whichever is later, the PROJECT MANAGER shall issue a certificate (a 'FINAL ACCEPTANCE CERTIFICATE') to the CONTRACTOR stating that the PLANT or Section and any related work have finally been completed and the date of that completion.

19.2 If Sub-clause 17.4 continues to apply to any part of the PLANT, the PROJECT MANAGER shall as soon as Sub-clause 19.1 is otherwise satisfied, issue a FINAL ACCEPTANCE CERTIFICATE for the remainder of the PLANT or Section in which the repair or part is included, provided that such repair or part is then free from DEFECTS which the CONTRACTOR is bound to make under Clause 17. Such repair or part shall then be treated as if it were a separate Section and shall be the subject of separate FINAL ACCEPTANCE CERTIFICATE.

19.3 Deleted.

19.4 The FINAL ACCEPTANCE CERTIFICATE shall constitute conclusive evidence for all purposes and in any proceedings whatsoever between the OWNER and the CONTRACTOR that the CONTRACTOR has completed that part of the PLANT and made good all DEFECTS therein in all respects in accordance with his obligations under the CONTRACT.

Where there is more than one FINAL ACCEPTANCE CERTIFICATE the last to be issued shall be identified as being the last FINAL ACCEPTANCE CERTIFICATE.

No FINAL ACCEPTANCE CERTIFICATE shall be conclusive as stated above if it or any other FINAL ACCEPTANCE CERTIFICATE was issued in reliance upon any fraudulent act, misrepresentation or concealment.

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PART I: COMMERCIAL

SECTION-4.0

EXHIBITS

EXHIBIT-1

(MARK ✓ FOR APPLICABILITY IN BOX)

1.0 EXPERIENCE AS LSTK CONTRACTOR (REFER CLAUSE 8.2.2/8.3.2 of INSTRUCTIONS TO BIDDERS)

SL. No.	Description	Details
1.	Name of Project, Location (Executed by Single Bidder/Consortium Member)	
2.	Description of work	
3.	Capacity of the Project	
3.1	Name of Technology Supplier	
3.2	Awarded contract value excluding taxes (INR / US\$)	
3.3	Final executed contract value excluding taxes (INR / US\$)	
3.4	Exchange rate considered for contract	
4.	Name of Owner, Postal Address, Phone / Fax No. / E-mail	
5.	Name of Consultant / Postal Address, Phone / Fax No. / E-mail.	
6.	Project Status <ul style="list-style-type: none"> • Date of Award • Scheduled Mechanical completion date. • Actual Mechanical completion date • Actual Project completion date (handover) • Delay in months (if any) • Reasons for delay (if any) 	
7.	Scope of work executed by Bidder's organization (In case work has been executed on consortium / JV basis, only scope of work of Bidder's organization be mentioned)	<ul style="list-style-type: none"> • Process License <input type="checkbox"/> • Basic Process Design <input type="checkbox"/>

9.2	A certificate from the Owner that the Plant is put into operation / Certificate of successful guarantee test run.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
9.3	Documentary proof from the owner in support of successful operation of the plant for at least one year from date of acceptance after successful guarantee test.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
10.	Type of Project	Whether this work is for: <ul style="list-style-type: none"> • Fertilizer <input type="checkbox"/> • Chemical <input type="checkbox"/> • Petroleum Refinery <input type="checkbox"/> • Petrochemical plant <input type="checkbox"/> • Power <input type="checkbox"/> • Steel <input type="checkbox"/> 	
11.	Basis of work	<ul style="list-style-type: none"> • Individual <input type="checkbox"/> • Consortium (Name of Consortium members and their responsibilities to be attached) <input type="checkbox"/> • Joint Venture (Name of Joint members and their responsibilities to be attached) <input type="checkbox"/> 	
12	<u>Declaration:</u> It is hereby stated that the Owner of the reference project is not related to the bidder and this experience is not considered as Bidder's In-house experience.	Agreed <input type="checkbox"/> Not Agreed <input type="checkbox"/>	
13	Whether document submitted in support viz. copies of work order and completion certificate identifying the successful commissioning of project.	YES/NO	

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EXHIBITS				

Note:

1. Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / PDIL reserve the right not to evaluate any other Project details.
2. Bidder to note that this exhibit form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order and completion certificates.
3. **Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid.** It is to be ensured that all relevant supporting documents shall be submitted along with the bid in the first instance itself. Pre-qualification shall be completed based on the details so furnished without seeking any subsequent additional information.

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

EXHIBIT-2

FINANCIAL CRITERIA(REFER CLAUSE 8.2.3/8.3.3 of INSTRUCTIONS TO BIDDERS)

2.1 ANNUAL TURNOVER /NET WORTH:

(The annual certified/ audited values for following to be submitted for Bidder/ Consortium members)

Year	Currency	Turnover	Net Worth
Average Value for above 3 years			

Whether copies of Audited Annual Report for the above three financial years submitted. **YES/NO.**

2.2 Whether latest Solvency certificate submitted. YES / NO

- If Yes:a) Date of Certificate.....
b) Solvency Amount
c) Name of Bank.....

Note:

- Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

STAMP & SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
DATE : _____

Annexure-1 to Exhibit 2

**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:

Year	Currency	Turnover	Net Worth
Average Value for above 3 years			

*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 that above figures after referring instructions of Annexure-1 to Exhibit 3.

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant/CPA Name:

Date:

Designation:

Seal:

Membership No.:

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Instructions for Annexure-I to Exhibit 3:

For the purpose of this Tender document:

- (i) Annual Turnover shall be “Sale Value/ Operating Income”
- (ii) Net Worth shall be Paid-up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
- (iii) Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements with respect to quantified financial implication.
- (iv) This certificate is to be submitted on the letter head of Chartered Accountant (CA) Certificate for Indian bidders along with UDIN No. or Certified Public Accountant (CPA) Certificate or equivalent Certificate for foreign bidders.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BID FORM & PROCESS COMPLIANCE STATEMENT	RCF/Proj/UF/2023/01/Annx-1.1	0	
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SUBJECT: INSTALLATION OF ULTRAFILTRATION UNIT AND ASSOCIATED UTILITIES / OFF SITES FACILITIES AS REQUIRED AT RCF, THAL

With reference to your invitation for NIT **NO: RCF/Proj/UF/2023/01**, we are pleased to submit our bid for the subject job at CPP Portal:

COVER - I: TENDER FEE, EARNEST MONEY DEPOSIT, INTEGRITY PACT, DECLARATION FOR LOCAL CONTENT, PRE-QUALIFICATION BID, TECHNICAL AND UNPRICED COMMERCIAL BID

COVER - II: Priced Bid in excel BoQ form

We undertake that in the event of acceptance of our Bid within the validity period of **09 months**, this bid as modified by mutually acceptable written changes/amendments till date of notification of award, together with your written notification of award shall constitute a binding contract between us until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest or any bid that may be received.

Dated this day of.....20....

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BID FORM & PROCESS COMPLIANCE STATEMENT	RCF-PC-00284/Annx-1.1	0	
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(Bidders are required to print this on their company's letter head and sign, stamp before uploading in Part-I bid)

To

M/s. RCF Ltd.

Attention :

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering & e-Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering & e-Reverse Auction mentioned in the NIT

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering and E-Ra.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. In the eventuality of our no participation in e-RA due to any reasons, including the reasons mentioned above, our quoted rate, in the price bid, shall be treated as our rate subsequent to the e-RA event. And the final outcome of e-RA auction shall be acceptable and binding on us.
- 7) We also confirm that we will undergo the training by RCF's SERVICE PROVIDER on the auction tool and the functionality of the same.
- 8) We confirm that RCF and RCF'S SERVICE PROVIDER shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 9) We also confirm that we will fax / e-mail the price confirmation & price break up of our quoted price as per FORMAT B – Price Confirmation after the closing of reverse auction event.
- 10) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:

Mobile no.:

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PREAMBLE TO PRICE SCHEDULE (BOQ)	RCF/Proj/UF/2023/01/Annx-1.2	0	
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PREAMBLE TO PRICE SCHEDULE (BOQ)

1.	The "PRICE SCHEDULE (BOQ)" is in Excel format (password protected) and has been 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 PRICE SCHEDULE (BOQ) format is provided in a spread sheet file (BoQ_xxxx.xls). The rates offered should be entered in the allotted space (Aqua Colour) only and uploaded after filling the relevant columns. The PRICE SCHEDULE (BOQ) template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.
3.	Bidder shall quote all Prices in INR.
4.	PRICE SCHEDULE (BOQ) consists of following Two sheets: <ul style="list-style-type: none"> i. BOQ1- PART I (SUPPLY & SERVICES OF MATERIALS) ii. BOQ2- PART II (GUARANTEED CONSUMPTION FIGURE)
5.	It will be the responsibility of the contractor to quote for all Materials/ Equipments/Services/Civil & Structural Works etc. as per scope of work defined in NIT.
6.	CONTRACTOR shall be responsible for payment of all taxes, duties and levies as applicable on performance of WORK under CONTRACT and shall be included in the quoted LSTK PRICE/TOTAL CONTRACT PRICE.
7.	A copy of PRICE SCHEDULE (BOQ1 & BOQ2) with prices/figures completely blanked out but with the word "Quoted" or "Not Applicable" in all columns is to be uploaded along with the TECHNICAL AND UNPRICED COMMERCIAL BID, as a confirmation of price/data quoted against each head. It is mandatory for the bidder to indicate "Quoted" or "Not applicable" in the unpriced schedule for all items in the Price Schedule (BOQ). If the bidder fails to quote for any item in the Price Schedule (BOQ) or mentions 'Not applicable' or 'Nil', it will be implied that such item(s) are included elsewhere in the quoted prices and the bid shall be evaluated accordingly. Bidder should not club items with differing payment terms.
8.	The entire Package consisting of the totality of Supplies and Services/ Work(s) shall be covered in the LSTK PRICE/ TOTAL CONTRACT PRICE quoted by Bidder in PRICE SCHEDULE (BOQ1).
9.	Price Evaluation shall be based on PRICES quoted by Bidder in PRICE SCHEDULE and provisions as specified in the tender documents.
10.	Quoted TOTAL LSTK PRICE / TOTAL CONTRACT PRICE in PRICE SCHEDULE shall be inclusive of all taxes, duties, licence fees, Royalty and other such levies as may be applied to the CONTRACT, corporate income tax, GST, CUSTOM DUTY, BOCW Cess in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR in connection with the CONTRACT.
10.1	BOCW: Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE/LSTK 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.
11.	Owner will reimburse GST (CGST & SGST/UTGST or IGST) to the CONTRACTOR at actual against submission of 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. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PREAMBLE TO PRICE SCHEDULE (BOQ)	RCF/Proj/UF/2023/01/Annx-1.2	0	
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12.	Spares for start-up / commissioning, Insurance Spares and lubricants / chemicals UPTO Preliminary Acceptance are in CONTRACTOR's scope of supplies and are to be included in the quoted LSTK PRICE/ TOTAL CONTRACT PRICE.
13.	The CONTRACTOR shall be liable and pay all taxes, duties, levies, lawfully assessed against the OWNER or the CONTRACTOR in pursuance of the CONTRACT. The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the OWNER indemnified and harmless against any claims that may be made against the OWNER in this behalf. The OWNER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel by Centre / State / Local Authorities. The Taxes shall be deducted where the said provisions shall be applicable and / or obligatory on the part of the OWNER.
14.	CONTRACTORS bringing equipment and material from outside Maharashtra will have to obtain necessary registrations and take appropriate steps as required under Maharashtra State Laws.
15.	The payment break-up within the parameters indicated shall be submitted and finalized in the schedule of Activities in accordance with the payment terms set out in the Special Conditions of Contract. Bidder must submit Monthly Payment and Progress schedule in a tabular form as per format provided in the tender documents.
16.	(i) Bidder shall ensure compliance to all documentation etc. as prescribed under GST law in a timely manner to enable Owner to avail ITC benefit. (ii) Bidder shall quote GST for which ITC is available in the space provided. In case ITC benefit as quoted by Bidder is not available to the Owner solely due to the fault of CONTRACTOR; the same shall be adjusted in the LSTK price payable to CONTRACTOR

Dated this day of.....20.....

For and on behalf of:

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.3	0	
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COMMERCIAL QUESTIONNAIRE				

Note:

- 1) The Bidder shall indicate CONFIRMED against each query.
- 2) The Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else where in the bid.

SI. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
1.	Please confirm that Master Index, Commercial Part, Technical Part and Amendment, if any of NIT, duly signed and stamped on each page has been submitted, as token of having acknowledged the entire bidding document, along with the bid.	CONFIRMED
2.	Please confirm that all pages of the Bid have been numbered in sequential manner.	CONFIRMED
3.	Please confirm that you have studied complete Bidding Document including Pre-Qualification Criteria, Technical and Commercial Part and your Bid is in accordance with the requirements of the Bidding Document.	CONFIRMED
4.	Please confirm that Technical and unpriced Commercial Bid has been submitted ONLINE as specified in Instructions to Bidders.	CONFIRMED
5.	Please confirm ONLINE Bid Submission as per tender i.e. in Single Stage Two Bid System.	CONFIRMED
6.	Please confirm that the Price Part is submitted, in COVER II as per given BOQ SHEET only.	CONFIRMED
7.	Please confirm that Unpriced copy of the BOQ sheet , duly signed and stamped, and indicating " Quoted " or " Not Applicable " against each head is submitted in COVER-I.	CONFIRMED
8.	Please confirm your compliance to total scope of work mentioned in the Bidding Document. CONTRACTOR's scope shall include supply of all materials and services required for completion of Work irrespective of whether such materials and services are mentioned in the Bidding Document or not.	CONFIRMED
9.	Please confirm your acceptance for Time Schedule as mentioned in Instructions to Bidders	CONFIRMED
10.	Please confirm your acceptance for Payment Terms as per BIDDING Documents.	CONFIRMED
11.	Please confirm that your bid is valid for 9 months from the due date of submission of Bid (extended bid due date, in case of extension).	CONFIRMED
12.	DELETED	
13.	Please confirm acceptance to Damages for delay in completion as per clause 31.1.3.of NIT of General Condition Of Contract.	CONFIRMED



**INSTALLATION OF ULTRAFILTRATION UNIT
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COMMERCIAL QUESTIONNAIRE

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Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
14.	Please confirm acceptance to Damages for increase in works cost as per clause 31.2.of General Condition of Contract.	CONFIRMED
15.	Please confirm acceptance to Overall ceiling on total liability as per clause 32.0. of General Conditions of Contract.	CONFIRMED
16.	Please confirm acceptance to Guarantee/Warranties as per clause 29.0 of NIT of General Conditions of Contract.	CONFIRMED
17.	Please confirm that your quoted LSTK price includes following :- i) All type of taxes / levies as per provisions of Bidding Document. ii) Insurance as per provision of Bidding Document.	CONFIRMED
18.	Please confirm that your Bid is substantially responsive to the requirements of the Bidding Document and you have not stipulated any material deviation and submitted all details as specified in the Bidding Document.	CONFIRMED
19.	Please confirm that while proposing the list of construction equipment's, you have considered the following equipment's: - Cranes of adequate capacity. - Induction Pipe Bending Machine. - DG Sets. - Compressors. - Spray Painting Machines. - Test pumps. - Adequate nos. of Welding Machines. - All relevant civil construction equipment. - All Electrical equipment. - All Instrumentation equipment.	CONFIRMED
20.	Please confirm that you have proposed adequate project / site organisation with qualified supervisory personnel having sufficient experience.	CONFIRMED
21.	Please confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Lump sum Price.	CONFIRMED
22.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during	CONFIRMED



**INSTALLATION OF ULTRAFILTRATION UNIT
AT RCF, THAL**

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COMMERCIAL QUESTIONNAIRE

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SI. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
	execution shall be adhered by CONTRACTOR within Lump sum Price, before opening of price bid	
23.	<p>Please confirm that the following safety precautions shall be followed by CONTRACTOR as mandatory :</p> <ul style="list-style-type: none">- Use of safety goggles while grinding.- Use of helmet / safety shoes.- Crane movement area to be barricaded.- Cylinders of flammable gases to be stacked upright- Earthing of equipment to be made proper.- Toe boards to be provided in the Scaffolding platforms.- Excavations to be properly shored / slopped.- Safety net for construction- Fall Arresters- Safety Belts & Full Body Safety	CONFIRMED
24.	<p>Please confirm the following :-</p> <p>“The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc. submitted by the bidder with his bid are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front.</p> <p>Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing”.</p> <p>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage /post award stage.</p>	CONFIRMED
25.	<p>Please furnish the bio data of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering</p> <p>Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer etc. These will be reviewed and approved by Engineer-in-Charge.</p>	CONFIRMED
26.	Please confirm that your Lump sum Price includes cost	CONFIRMED

SI. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
	towards third party inspection, if any.	
27.	Please Confirm that Scope of Work as per Scope of Work mentioned in Technical (PART II of NIT) NOTE; The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional.	CONFIRMED
28.	Please confirm that the CONTRACTOR shall supply all chemicals, lubricants and consumables required for mechanical completion, pre-commissioning, commissioning, PGTR and upto PRELIMINARY ACCEPTANCE as per provision of Bidding Document.	CONFIRMED
29.	Whether opted for Payment through LC towards Foreign Supplies.	YES / NO
30.	The safety measures as mentioned in GCC/SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in - Charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.	CONFIRMED
31.	Please confirm that your sub-contractor for construction shall be meeting the requirements as specified in Special Conditions of Contract including the provision of GCC. Also that the agency for executing Electrical work shall have a valid license for carrying out the work in the state of Maharashtra.	CONFIRMED

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

Bidder shall either stipulate in this form

1. We make no exception/deviation to this bid or
2. This bid is subject to the following exception/deviations and fill in the below

Sl. No	Section No. of bid doc..	Page No.	Clause No.	Article , Paragraph No.	Requirement	Exception/ Deviation
1						
2						
3						

- NOTE :**
1. If unavoidable, Bidder may stipulate deviations to the requirements of the Bidding Document only in this format.
 2. Bidder shall furnish Technical and Commercial deviations, if any, separately. Also, Technical deviations shall be furnished separately for each discipline i.e. Process, General Civil, Structural, Architectural, Piping, Mechanical Equipment, Pressure Vessels, Rotating Equipment, Electrical, Instrumentation, Construction etc.
 3. Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid non-responsive and liable to be rejected.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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DETAILS OF SIMILAR WORKS EXECUTED				

(Name of the project)

SL. NO .	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE WITH PHONE/CELL NO AND E-MAIL	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	ACTUAL COMPLETION DATE	REMARKS

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.6	0	
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CURRENT COMMITMENTS OF THE BIDDER				

(Name of the project)

SL. NO.	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE WITH PHONE/CELL NO AND E-MAIL	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	% COMPLETION AS ON DATE	REMARKS

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.7	0	
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INFORMATION ABOUT BIDDER				

CONSORTIUM (NOT APPLICABLE)

- 1.0 Bidder hereby confirms that they shall strictly adhere to the details provided by them in response to Prequalification Criteria, Clause 8.0 of Instructions to Bidders.
- 2.0 Bidder/Consortium hereby further confirm for the sake of clarity that the brief summary of the bidder/consortium members given below is same on the basis of which they have submitted bid for the subject work.

SUMMARY OF THE BIDDER/CONSORTIUM MEMBERS IN LINE WITH THE CONSORTIUM AGREEMENT

1.0	BIDDER/CONSORTIUM MEMBERS (The number of consortium members including the lead Bidder shall not exceed THREE)
1.1	
1.2	
1.3	

- 3.0 Bidder/Consortium further confirm that the Bidder/Consortium shall not change its constitution on the basis of which the Bidder/Consortium submitted its Bid and qualified the prescribed criteria for a Consortium's bid to qualify.
- 4.0 Bidder/Consortium also understand that In case of violation at any stage of evaluation of bid and or after the award of contract from the provision of the Prequalification Criteria by the Prequalified Bidder/ Successful Bidder, then without prejudice to OWNER's right and remedies under the law, OWNER shall be entitled to forfeit and encash the Earnest Money Deposit and / or Bank Guarantee for Advance Payment and/or Bank Guarantee for Performance of Contract and / or Security Bond for Performance Guaranteefurnished by the Prequalified/ Successful Bidder

For and on behalf of :.....

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.10	0	
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SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S / PMC REPLY
	Part/ Sec	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries shall be sent through e-mail to, anjali@pdilin.com, vg Rao@pdilin.com, alam@pdilin.com, smsamant@rcfltd.com, aysonawane@rcfltd.com, papthal@rcfltd.com

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL DESCRIPTION OF THE PERFORMANCE GUARANTEES	RCF/Proj/UF/2023/01/Annx-1.11	0	
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The following data shall be given in the bid:

1. Duration of normal start-up for the PLANT to reach the design capacity.
2. Description of PERFORMANCE GUARANTEES proposed by the BIDDER, including as a minimum, feeds consumption, capacity, yields, quantity of products, quality of products.
3. Proposed duration of the PERFORMANCE TEST
4. Associated conditions to the PERFORMANCE GUARANTEES

Note: "The BIDDER shall submit all the data pertaining to Guarantees as sought in detail under Part II Technical of the NIT."

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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BIDDER'S PROPOSED SCHEDULE				

Bidder shall provide a bar-chart type schedule for the execution of the WORK and shall show the main activities with duration, their sequences, and the milestone events specified.

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT	RCF/Proj/UF/2023/01/Annx-1.13	0	
		DOC. NO.	REV.	
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We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents, **NIT NO:** _____, (including but not limited to) the Commercial & Technical Requirements/ Specifications in Part-I and Part-II of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents of Bidding Documents, Part-I and Part-II of the Bidding documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. Further we undertake that in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement.

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF CONSORTIUM AGREEMENT	RCF/Proj/UF/2023/01/Annx-1.14	0	
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NOT APPLICABLE

THIS CONSORTIUM AGREEMENT made this _____day of 20...between amongst the following PARTIES: -

- 1) M/S----- incorporated under the Laws of, ----- with its Registered Office at ----
-----, (hereinafter referred to as "Lead Bidder" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns); AND
- 2) M/S ----- incorporated under the Laws of, ----- with its Registered Office at, -----
(hereinafter referred to as "Consortium Member" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns); AND
- 3) M/S -----incorporated under the Laws of -----with its Registered Office at, -----
(hereinafter referred to as "Consortium Member(s)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns
 - a) (Hereinafter wherever reference or context requires "Lead Bidder" and "Consortium Members" are collectively referred to as "PARTIES" for the sake of brevity and easy reference and" PARTY" means any party of the PARTIES.
 - b) ""* Either insert/delete according to number of PARTIES.)

WHEREAS

- (1) OWNER is proposing to set up
.....(hereinafter referred to as "PROJECT") and award the above works to a experienced, qualified and selected contractors on a lump sum turnkey (LSTK) basis with proper technical back-up of reputed Process Licensors and requisite experience and had invited Bid after assessing pre-qualification bids.
- (2) Lead Bidder and Other Consortium Members (PARTIES) desire to forge a Strategic business alliance to combine their skills and work under the leadership of Lead Bidder who will, on awarding the contract, assume the responsibility for itself and vicariously for all the consortium members and all the PARTIES will work with one another/each other in the performance of the contract that may be entered into with the OWNER on its incorporation in pursuance of the bid.

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- (3) The PARTIES have in response to the said invitation for the pre-qualification bids, have vide letter No. ----- Dated----- submitted their proposals, for considering them to be qualified for execution of PROJECT on LSTK basis.
- (4) The OWNER have considered the proposal and short listed the PARTIES hereunto mentioned as a Qualified Bidder vide letter No. ----- Dated-----
- (5) One of the conditions of the letter No. -----Dated -----is that the PARTIES should enter into an agreement amongst themselves with the binding that they would work united and Lead Bidder shall be responsible for the completion of the PROJECT in all respects and hold single point responsibility.
- (6) There is a further condition that the Lead Bidder shall enter into an agreement with the Process Licensors for the supply of Process License, Technology and Know-How and a copy of the same to be attached to this agreement as Annexure-I and shall form part of this agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE TO WORK Together AND BIND Themselves; AS FOLLOWS:-

1. The terms and conditions contained in these presents constitutes a full statement of the contractual rights and obligations of Lead Bidder and Other Consortium Members in relation' to the PROJECT and supersedes all prior negotiations, agreements and documents unless specific reference has been made in the text of this Agreement to any such negotiations, agreements and documents.
2. 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 Contract for the PROJECT.
3. This Agreement clearly defines and states that the Lead Bidder shall be responsible for itself and vicariously for all the Other Consortium Members and shall hold single point responsibility. Notwithstanding anything containing hereinbefore, OWNER has got the right to fix the responsibility and accountability on any and/or all of the PARTIES of this Agreement with or without Lead Bidder.
4. The Lead Bidder shall be responsible for
 - (i) Preparation and submissionof BID.
 - (ii) Making the final decision on all strategy for the PROJECT, including the Formation for performance of the PROJECT.
 - (iii) A negotiation and communications with the OWNER.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF CONSORTIUM AGREEMENT	RCF/Proj/UF/2023/01/Annx-1.14	0	
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- (iv) Attending regular site review and Project review meetings in person whenever required.
 - (v) Maintenance and Certification of Hindrance register for all project activities.
 - (vi) Submission of all bills/invoices (one submission per fortnight)
5. All Costs incurred with regard to the Bid shall be borne by the Lead Bidder/ Consortium Members. The Lead Bidder agrees to provide complete assistance for providing sufficient Data/information required for preparation of the Bid in its entirety.
 6. 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 for each PARTY'S Scope of Work, and the same is annexed herewith as Annexure -I and forms part of this agreement.
 7. Upon award of the Contract, PARTIES shall perform their respective scope of work in accordance with the scope indicated in the APPENDIX-I and forming part of this agreement.
 8. It shall be the Lead Bidder's responsibility to the OWNER in' fulfilling all obligation -- as are required under the agreement. However, the consortium members along with the Lead Bidder shall be jointly and severally liable to the OWNER for any breach of the conditions of the Contract entered into between OWNER and PARTIES on award of the Contract.
 9. The PARTIES shall, even though Lead Bidder is solely and vicariously liable, 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. Without limit to the foregoing, PARTIES reaffirm not to bid for the PROJECT separately or in combination with any third party, without the mutual consent of the remaining Consortium members. .
 10. Any changes or amendments to this agreement shall be made in consultation With the OWNER and are valid only when these are set out in writing as such amendments and signed by the PARTIES.
 11. The PARTIES agree that, if the OWNER selects the Consortium and issues a Letter of Intent (LOI) to undertake the Contract, the PARTIES shall in good faith, use their best efforts to expeditiously agree on the terms and conditions of a definitive agreement based on the principles outlined in this agreement and the terms and condition mutually agreed between the PARTIES prior to award of the PROJECT.
 12. Notwithstanding anything contained hereinabove, in the event of, the failure of the consortium to make a definite agreement as stated in Clause 11 or in the event the consortium refuses to take up the Contract (PROJECT), Lead Bidder and members of the Consortium shall jointly and severally compensate the OWNER for all costs and

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF CONSORTIUM AGREEMENT	RCF/Proj/UF/2023/01/Annx-1.14	0	
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damages incurred by the OWNER from the stage of the inviting of prequalification bid till the issue of LOI to the Consortium PARTIES for the amount not exceeding Rs. 10 crores.

13. This agreement shall become valid upon execution by all the PARTIES and shall continue till the PARTIES enter into a New Agreement as required under Clause No. 11 hereinbefore. However, 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) The PARTIES .are unable to agree on a mutually acceptable bid proposal to OWNER.
14. 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.
15. 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.
16. No PARTY shall have the right to assign or in any way transfer any of its rights or obligations under this agreement to any other Company, firm or person(s) without prior consent in writing of the other PARTY and OWNER
17. 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.
18. This agreement shall in all respects be construed and interpreted in accordance with the applicable laws of India.
19. Any dispute or difference arising under or out of this agreement which can not be settled amicably between the PARTIES within sixty days, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

For and on Behalf of

For and on Behalf of

For and on Behalf of

(Lead Bidder)

(1)

(Consortium Member)

(2)

(Consortium Member)

(3)

 <p>पी डी आई एल PDIL</p>	<p>INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL</p> <p>PROFORMA OF CONSORTIUM AGREEMENT</p>	RCF/Proj/UF/2023/01/Annx-1.14	0	 <p>आर सी एफ</p>
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For and on Behalf of

(Consortium Member)
(4)

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.15	0	
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		Page 1 of 3		
PROFORMA OF BANK GUARANTEE FOR EMD				

**BID BOND PROFORMA (EMD in BG form)
(To be submitted on Rs.500/- non judicial stamp paper)**

Bank Guarantee No: ----- Dated. -----

M/s Rashtriya Chemicals and Fertilizers Ltd,
“Priyadarshni”, Eastern Express Highway, Sion, MUMBAI – 400 022

Dear Sirs,

This Guarantee is made and issued on this day _____ by _____, a Banking Company incorporated under Banking Regulation Act, having its registered office at _____ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favour of Rashtriya Chemicals and Fertilizers Limited, a Company incorporated under the Companies Act and having its registered office at “Priyadarshni”, Eastern Express Highway, Sion, MUMBAI – 400 022 (hereinafter called “RCF” which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees)

WHEREAS the RCF issued a Notice Inviting Tenders(NIT) no.-----dated- -----,inviting offers for supply/undertake-----project (hereinafter referred to as the Material/Project) and, in response there to, M/s ----- a Company incorporated in ----- having its registered office at ----- (hereinafter called “BIDDER”) offered to supply Material/undertake the Project.

AND WHEREAS the NIT provides inter-alia, that a BID BOND for an amount of Rs. _____ (Rupees _____ only) shall be submitted to the Owner in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between RCF and the successful Bidder on or before _____ or changes the terms and conditions of the bid without RCF’s consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/ or to furnish a performance bond to RCF after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall thereupon be due and owing to OWNER as liquidated damages.

1. In consideration of BIDDER’s bid submitted to RCF for supplying Material/ undertaking Project, we -----bank hereby agree to pay the RCF an amount not exceeding Rs. ----- (Rupees ----- only) on demand if the BIDDER –
 - (i) withdraws his proposal at any time before the execution of contract, in accordance with the Bid Invitation/NIT between OWNER and the successful Bidder on or before _____, or
 - (ii) Changes the terms and conditions of the bid submitted by him without RCF’s consent, or
 - (iii) on RCF deciding the BIDDER as successful bidder and there upon issuing Letter of intent to the BIDDER by RCF, the BIDDER (as the successful bidder) fails or refuses to execute a contract and/ or furnish a Bank Guarantee as security deposit and performance guarantee

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF BANK GUARANTEE FOR EMD	RCF/Proj/UF/2023/01/Annx-1.15	0	
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for the faithful performance of the contract, in accordance with the terms and conditions of NIT.

2. The BANK declare that it is holding the amount of Rs.----- (Rupees ----- only) at RCF's disposal and hereby promises and shall be bound to pay to RCF, forthwith and without demur, on a mere demand made in writing by RCF, stating that the BIDDER has failed to fulfil one of the conditions mentioned in (a) or (b) or (c), of clause 1 hereinabove.

3. This Guarantee shall be valid in respect of the claim lodged by OWNER with BANK on or before _____ or any further extended date of the Bank Guarantee.

4. We, _____ (bank) undertake to pay RCF the money so demanded forthwith, notwithstanding any dispute(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that RCF shall have no claim whatsoever against us for making such payment.

5. The claim if any, under this Guarantee, shall be lodged at (bank-branch and address) -----
-----.

6. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed Chief Finance Manager (Corporate Finance) Rashtriya Chemicals & Fertilizers Limited, Priyadarshini, Eastern Express Highway, Sion, MUMBAI - 400 022. INDIA.

7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by RCF for all or any part of the moneys herein mentioned.

8. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank: _____

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF BANK GUARANTEE FOR EMD	RCF/Proj/UF/2023/01/Annx-1.15	0	
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Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

Note :

In case of Foreign Bidders, Bank Guarantee forwarded by other Foreign Banks shall be confirmed/counter guaranteed by State Bank of India , Commercial Branch, NGN Vaidya Marg, Fort , Mumbai-400023.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BANK GUARANTEE FOR CONTRACT PERFORMANCE / SECURITY DEPOSIT	RCF/Proj/UF/2023/01/Annx- 1.16	0	
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**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND
PERFORMANCE GUARANTEE
(To be submitted on Rs. 500/- non judicial stamp paper)**

Bank Guarantee No. _____ **dated** _____

M/s Rashtriya Chemicals and Fertilizers Ltd,
"Priyadarshni", Eastern Express Highway, Sion, MUMBAI – 400 022

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as 'RCF', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs. _____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. _____ as required under the terms and conditions of Contract / Work Order / Purchase Order no. _____ dated _____ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier / contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. _____ [Rupees _____] on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].
2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.
3. We _____ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.16	0	
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BANK GUARANTEE FOR CONTRACT PERFORMANCE / SECURITY DEPOSIT				

4. We _____ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.
8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **RCF**.
9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager (Corporate Finance) Rashtriya Chemicals & Fertilizers Limited, Priyadarshini, Eastern Express Highway, Sion, MUMBAI - 400 022. INDIA.
10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (bank)

Signature of Authorised Official of bank _____

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BANK GUARANTEE FOR CONTRACT PERFORMANCE / SECURITY DEPOSIT	RCF/Proj/UF/2023/01/Annx-1.16	0	
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Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

Note :

In case of Foreign Bidders, Bank Guarantee forwarded by other Foreign Banks shall be confirmed/counter guaranteed by State Bank of India , Commercial Branch, NGN Vaidya Marg, Fort , Mumbai-400023.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx-1.17	0	
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BANK GUARANTEE FOR ADVANCE/ PROGRESS PAYMENT				

TO BE FURNISHED BY SUCCESSFUL BIDDER
PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENTS
(To be submitted on Rs. 500/- non judicial stamp paper)

Bank Guarantee No..... dated.

M/s Rashtriya Chemicals and Fertilizers Ltd,
 "Priyadarshni", Eastern Express Highway, Sion, MUMBAI – 400 022

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited a Company incorporated under Companies Act, 1956 and having its registered office at "Priyadarshini", Eastern Express Highway, Sion Trombay Road, Mumbai - 400 022 [hereinafter referred to as 'RCF', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to make an advance payment of Rs. _____ [Rupees _____] in one or more installments to M/s _____ a company incorporated under _____ Act and having its registered office at _____

[hereinafter referred to as "CONTRACTOR" which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], provided the CONTRACTOR furnishes a bank guarantee for the said sum of Rs. _____ [Rupees _____] as required under the terms and conditions of CONTRACT / Work Order / Purchase Order No _____ dated _____ [hereinafter referred to as "the Order"] placed by RCF on the said CONTRACTOR, we _____, a banking company incorporated under the Banking Regulations Act, having our registered office at _____ [hereinafter referred to as "the BANK" which expression shall include its successors and assigns] do hereby undertake to pay RCF an amount not exceeding Rs. _____ [Rupees _____] on demand made by RCF on us due to default in repayment of the advance and/or applicable interest thereon by the said CONTRACTOR.

1. We _____, the bank, hereby undertake to pay the amount under the guarantee without demur merely on a demand received in writing from RCF stating that there is a default in repayment of advance and/or interest by the CONTRACTOR or that, by the reasons of the CONTRACTOR's failure to comply with the terms and conditions as stipulated in the Order or amendments(s) thereto, RCF is of the opinion that the CONTRACTOR would not repay the said advance and/or interest thereon. The demand made on the BANK shall be conclusive as to the default and also as to the amount due and payable by the BANK under this guarantee, notwithstanding any dispute or disputes raised by the said CONTRACTOR regarding the validity of such default and we agree to pay the amount so demanded by RCF without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].
2. We, _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the recovery of the said advance along with interest thereon and that it shall continue to be enforceable till all the dues of RCF under or by virtue of the said Order have been fully paid and its claim satisfied or discharged.
3. We _____, the bank, undertake to pay to RCF any money so demanded notwithstanding any dispute or disputes raised by the said CONTRACTOR in any suit or proceedings pending before any court or tribunal relating thereto, as our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said CONTRACTOR shall have no claim against us for making such payment.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BANK GUARANTEE FOR ADVANCE/ PROGRESS PAYMENT	RCF/Proj/UF/2023/01/Annx-1.17	0	
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4. We _____, further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the Order or to extend time for completion of the contractual obligation by the said CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by RCF against the said CONTRACTOR and to forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR or for any forbearance, act or omission on the part of RCF or any indulgence by RCF to the CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.
8. This guarantee will not be discharged due to change in the constitution of the BANK or of the said CONTRACTOR or the provision of the contract between Supplier / Contractor and RCF.
9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to Chief Finance Manager (Corporate Finance) Rashtriya Chemicals & Fertilizers Limited, Priyadarshini, Eastern Express Highway, Sion, MUMBAI - 400 022. INDIA.
10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
11. We, _____, the bank, lastly undertake not to revoke this guarantee during its currency, without the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL BANK GUARANTEE FOR ADVANCE/ PROGRESS PAYMENT	RCF/Proj/UF/2023/01/Annx-1.17	0	
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Name of Bank:
Branch:
Address of Branch:
Telephone / Mobile No :
Fax No:
Email Id:

Note :

In case of Foreign Bidders, Bank Guarantee forwarded by other Foreign Banks shall be confirmed/counter guaranteed by State Bank of India , Commercial Branch, NGN Vaidya Marg, Fort , Mumbai-400023.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PROFORMA OF CERTIFICATE OF NON- INVOLVEMENT OF AGENT	RCF/Proj/UF/2023/01/Annx - 1.18	0	
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SUBJECT: INSTALLATION OF ULTRAFILTRATION UNIT ALONG WITH ASSOCIATED UTILITIES/OFF SITES FACILITIES ON A LUMP-SUM TURN KEY (LSTK) BASIS ON SINGLE POINT RESPONSIBILITY AT RCF, THAL

Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on its letterhead.

This is to certify that we have not engaged/involved any Indian agent/representative/consultant/retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/Retainer's/ representative's/consultant's/associate's commission is payable in India or abroad against or in connection with any resultant Contract.

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.19	0	
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	FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS		Page 1 of 1	

(ON COMPANY'S LETTERHEAD)

SUBJECT: INSTALLATION OF ULTRA FILTRATION UNIT along with associated utilities/off sites facilities AT RCF, THAL

(NIT NO : RCF/Proj/UF/2023/01)

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 / Clarifications issued by OWNER.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final 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/Clarifications.

For and on behalf of**

Stamp & Signature*** :

Name :

Designation :

Date :

** Here fill in the name of bidder.

*** The Letter of Waiver must be signed by the person (s) authorised to sign.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.20	0	
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LIST OF APPROVED BANKS				

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES --

A) Nationalised Banks 13 Nos.	
1	Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank)
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank (includes erstwhile Syndicate Bank)
5	Central Bank of India
6	Indian Bank include erstwhile Allahabad Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank (include erstwhile Oriental Bank of Commerce & Union Bank of India)
10	State Bank of India
11	UCO Bank
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)
13	United Bank of India
B) Other Private Banks 17 Nos.	
1	Axis Bank Ltd.
2	Catholic Syrian Bank Ltd.
3	City Union Bank Ltd.
4	Federal Bank Ltd.
5	HDFC Bank Ltd.
6	ICICI Bank Ltd.
7	IDBI Bank Ltd.
8	IDFC Bank
9	Indusind Bank Ltd
10	Jammu & Kashmir Bank Ltd.
11	Karnataka Bank Ltd.
12	Karur Vysya Bank Ltd.
13	Kotak Mahindra Bank Ltd.
14	Page 9 of 22
15	RBL Bank Ltd
16	South Indian Bank Ltd.
17	Tamilnad Merchantile Bank Ltd.
18	YES Bank
C) Foreign Banks 15 Nos.	
1	American Express Bank Ltd.
2	Bank of America
3	Bank of America National Trust & Saving Association
4	Bank of Tokyo - Mitsubishi UFJ Ltd.
5	Barclays Bank PLC
6	BNP Paribas
7	Calyon Bank
8	Citibank N.A.

	<p align="center">1200 MTPD (DAP BASIS) NPK PROJECT RCF, THAL LIST OF APPROVED BANKS</p>	RCF/Proj/UF/2023/01/Annx-1.20	0	
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9	Deutsche Bank
10	Development Bank of Singapore (DBS)
11	Emirates Bank NBD
12	Hongkong & Shanghai Banking corporation Ltd.
13	JP Morgan Chase Bank
14	Royal Bank of Scotland
15	Standard Chartered Bank

NOTE:- In case of foreign vendors Bank Guarantees forwarded by the other foreign Bank should be counter-guaranteed by State Bank of India, N.G.N Vaidya Marg, Bank Street, Fort, Mumbai 400 023 or by any other bank from RCF approved list through its branch located in Mumbai.

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CONTENTS OF BID AND CHECK LIST				

Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

Please tick the box and ensure compliance:

Pre-Qualification Bid:

i)	Letter of submission and synopsis of the proposal	<input type="checkbox"/>
ii)	Organization Profile	<input type="checkbox"/>
iii)	Article of Association of the Company or Board Resolution	<input type="checkbox"/>
iv)	MOU between the Detailed Engineering Consultant (in case the Bidder themselves are not the detailed designer) and Bidder	<input type="checkbox"/>
v)	Declaration of NON blacklisted	<input type="checkbox"/>
vi)	Exhibit-1 for Technology Criteria and Work Experience Criteria	<input type="checkbox"/>
vii)	Exhibit-2 for Financial criteria	<input type="checkbox"/>
viii)	Solvency Certificate	<input type="checkbox"/>
ix)	A Notarial Authenticated Declaration to the effect that All the members of the Consortium shall be liable jointly and severally for the performance of the contract and discharge of the contractor's obligations and liabilities under the Contract	<input type="checkbox"/>
x)	Undertaking by the leader of consortium, signed by all the consortium members, to carry single point responsibility of the submitted bid and implementation of the project.	<input type="checkbox"/>

Technical and Unpriced Commercial Bid:

i)	Tender Fee	<input type="checkbox"/>
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	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.21	0	
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CONTENTS OF BID AND CHECK LIST				

ii)	Earnest Money Deposit	<input type="checkbox"/>
iii)	Declaration for Local Content	<input type="checkbox"/>
iv)	Integrity Pact, as per given proforma	<input type="checkbox"/>
v)	A declaration to the effect that Bidder/none of the Consortium members submitting their Bid shall be under liquidation, court receivership or similar proceedings.(As per Annexure-1.29)	<input type="checkbox"/>
vi)	Bid Form as per Annexure-1.1	<input type="checkbox"/>
vii)	Commercial Questionnaire as per Annexure-1.3	<input type="checkbox"/>
viii)	Details of past experience, as per Annexure-1.5	<input type="checkbox"/>
ix)	Details of concurrent commitments as per Annexure1.6	<input type="checkbox"/>
x)	Information of Bidder as per Annexure-1.7.	<input type="checkbox"/>
xi)	Power of Attorney of Bid Signatory from the competent authority	<input type="checkbox"/>
xii)	Consortium Agreement as per Annexure-1.14 and appendix thereto.	<input type="checkbox"/>
xiii)	Detailed execution philosophy of work as per Annexure-1.8, 1.8A,1.8B,1.8C,1.8D	<input type="checkbox"/>
xiv)	Declaration for Fraud prevention Policy	<input type="checkbox"/>

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.21	0	
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CONTENTS OF BID AND CHECK LIST				

xv)	Acceptance to GST related Clauses as per given Annexure	<input type="checkbox"/>
xvi)	Description of the Performance Guarantees as per Annexure-1.11	<input type="checkbox"/>
xvii)	Bidder's Proposed Schedule as per Annexure-1.12	<input type="checkbox"/>
xviii)	Declaration by the Bidder Regarding Bidding Document as per Annexure-1.13	<input type="checkbox"/>
xix)	Format of Letter of Waiver of Conditions/Deviations as per Annexure-1.19	<input type="checkbox"/>
xx)	Unpriced copy of BoQ indicating "Quoted/Not Applicable" against each head and duly stamped & signed on each page, strictly as per as per Excel BoQ provided in Cover-II in the Portal, failing which bid may be rejected.	<input type="checkbox"/>
xxi)	Technical Details/ documents specified under "Technical Information Required along with Bid".	<input type="checkbox"/>
xxii)	Schedule of Deviations (if any) to the commercial and Technical bid documents, as per Annexure-1.4. Also, Technical deviations must be given separately for each discipline. Note: A soft copy of Annexure-1.4, in editable form, shall also be submitted by the Bidder to the tender inviting Authority for ease in replying.	<input type="checkbox"/>
xxiii)	Bidder shall furnish complete manpower requirement with break up for operation of plant during commissioning, trial runs and guarantee tests. Bidder shall also furnish a complete break up of manpower requirement for the normal operation of the plant as per best operation practice.	<input type="checkbox"/>
xxiv)	Any other information required in the Bidding Documents or considered relevant by the Bidder.	<input type="checkbox"/>
xxv)	This Contents of Bid and Check List as per Annexure-1.21.	<input type="checkbox"/>
xxvi)	Declaration/certificate regarding restrictions under rule 144 (xi) of GFR for bidders which shares a land border with India as per Annex-1.25.	<input type="checkbox"/>
xxvii)	A declaration for not submitted indirect bid in terms of clause 17 of instructions to bidders as per Annex-1.30	<input type="checkbox"/>

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.21	0	
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CONTENTS OF BID AND CHECK LIST				

xxviii)	Duly signed and stamped copy of Master Index of Bidding Documents (Part I, Commercial and Part II Technical) along with subsequent addendums if any, to Bidding documents as issued through CPP Portal, as a token of its acceptance.	<input type="checkbox"/>
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Note: Bidder to ensure completeness of Bid in all respects. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial Unpriced Bid.

For and on behalf of
Stamp & Signature :
Name :
Designation :Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL ACKNOWLEDGEMENT CUM CONSENT LETTER	RCF/Proj/UF/2023/01/Annx - 1.22	0	
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Ref. No.

Date :

Rashtriya Chemicals and Fertilizers Limited,

Kind Attention:

Mr. Sagar Samant, DGM

Copy to:

M/s. Projects & Development India Limited

Kind Attention :

Mr. P R Sahu, Addl. General Manager (MM)

SUBJECT: INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL ALONG WITH ASSOCIATED UTILITIES/OFF SITES FACILITIES AT RCF, THAL

(NIT NO : RCF/Proj/UF/2023/01)

Dear Sir,

We hereby acknowledge that we have downloaded the complete set of Bidding Document Part I-**Commercial** and Part II-Technical along with BOQ sheet, as placed at CPP Portal, for subject works for our use in preparing the Bid.

We undertake that the contents of the above Tender Document are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject works and furnish the following details with respect to our quoting office

i. Postal Address

ii. Telephone Number

iii. Telefax Number

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL ACKNOWLEDGEMENT CUM CONSENT LETTER	RCF/Proj/UF/2023/01/Annx - 1.22	0	
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iv. Contact Person

v. Designation of Contact Person

vi. Mobile no.

vii. E-mail Address

B) Contact Person, preferably at Delhi and/or Mumbai for Indian Bidders & anywhere in India for Foreign Bidders, if any :

i. Postal Address

ii. Telephone Number

iii. Telefax Number

iv. Contact Person

v. Designation of Contact Person

vi. Mobile no.

vii. E-mail Address

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL ACKNOWLEDGEMENT CUM CONSENT LETTER	RCF/Proj/UF/2023/01/Annx - 1.22	0	
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Company's Name : _____

Name of the authorized signatory : _____

Signature : _____

Designation : _____

Date : _____

Note: Bidder is requested to furnish the details mentioned at (A) and (B) immediately after download of Bidding Document.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.23	0	
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FORMAT FOR CONSTRUCTION SUB-CONTRACTORS APPROVAL				

(APPROVAL OF CONSTRUCTION SUB-CONTRACTOR)

1)	NAME OF MAIN CONTRACTOR	: _____
2)	NAME OF WORK, LOCATION	: _____
3)	NAME OF PROPOSED SUB-CONTRACTOR	:
4)	SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF)	:
5)	ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR)	:
6)	QUALIFYING CRITERIA FOR SUB-CONTRACTOR	
i)	Similar Work experience Fertilizers or Chemicals or Petroleum Refineries or Petrochemicals (sectors). : 1 Contract of 60% of estimated value of proposed work to be sub-contracted.	
ii)	Annual Turnover : Not less than 125% of estimated value of proposed work to be sub-contracted	
7)	EXPERIENCE AND FINANACIAL DETAILS OF PROPOSED SUB-CONTRACTOR :	
i)	Contract Value of similar work executed (as evidenced by work Order & Completion Certificate) During the last 7 years.	
ii)	Maximum Annual Turnover during last 3 (three) years (as evidenced by Balance Sheets)	
iii)	Concurrent Commitments (including the works proposed to be sub-contracted)	
8)	CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR	
i)	Sl.No. 7(i) > 6 (i)	YES / NO
ii)	Sl.No. 7(ii) > 6 (ii)	YES / NO
iii)	Sl.No. 7(iii) > 2 x Sl.no.7(ii)	YES / NO
9)	Based on above information, we M/s. _____ (Name of Main Contractor) propose M/s. _____ for mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the work as per the terms and conditions of the Contract.	

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL FORMAT FOR CONSTRUCTION SUB-CONTRACTORS APPROVAL	RCF/Proj/UF/2023/01/Annx - 1.23	0	
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NOTE	Bidders to fill all the details in the above proforma. Further, Bidder shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be sub-contracted.
10)	QUALIFICATION STATUS (TO BE STAMPED BY OWNER) :

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.24	0	
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FORM OF CONTRACT				

NOT APPLICABLE

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

THIS CONTRACT made at Mumbai this day of 20__ BETWEEN Rashtriya Chemicals & Fertilizers Ltd (RCF) registered in India under the Indian Companies Act-1956, having its registered Office at "Priyadarshini" Eastern Express Highway, Sion, Mumbai- 400022. (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____, a Company registered in India under the Indian Companies Act 1913/1956 having its registered office at _____ (hereinafter referred to as the "CONTRACTOR") of the other part:

WHEREAS the OWNER issued Tender No. _____ for selection of LSTK Contractor establishment of **ULTRAFILTRATION UNIT AT RCF, THAL** along with associated facilities at RCF, Thal on a Lump-Sum Turnkey Basis on single point responsibility.

AND WHEREAS the Contract with respect to the said Tender has been awarded to the CONTRACTOR, pursuant whereto, the CONTRACTOR has to make supplies of materials and to execute works and to undertake services with the use of the said material as more specifically mentioned and described in the Contract Documents as hereinafter defined.

AND WHEREAS it is desirable to have a formal Document setting out the documents which comprise the Contract and determining certain other aspects as hereinafter appearing.

NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:

ARTICLE 1

CONTRACT DOCUMENTS

1.1 The Contract Document shall comprise the following:

- a) Contract Agreement and its Appendices
- b) Letter of Intent (LOI)
- c) Special Conditions of Contract and amended/ clarification, if any.
- d) General Conditions of Contract and amended/ clarification, if any.
- e) Part II, Technical, of the NIT documents and amended/ clarification, if any.
- f) Technical Specifications and Drawings and amended/ clarification, if any.
- g) The Bid and Schedule of Prices including Supplementary Price, if any.
- h) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor
- i) Instruction to Bidders

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked **Annexure 'A'** while a copy of the Detailed Letter of Acceptance of Tender alongwith Annexures thereto and a copy of Notification of Acceptance of Bid dated.....are annexed hereto & said copies have been collectively marked as **Annexure-'B'**.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.24	0	
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FORM OF CONTRACT				

- 1.3 Where the CONTRACTOR is a Consortium of one or more entities, all members of the Consortium shall be jointly and severally liable for the performance of the Contract and of all obligations of the CONTRACTOR arising under the Contract and for the discharge of all the CONTRACTOR's liabilities to the OWNER under or in respect of the Contract and any claim of the OWNER without any limitation of liability as between the OWNER and the members aforesaid, notwithstanding the existence of any agreement between the said members inter se limiting the liability of any member for or in the performance of any duties or obligations under the Contract.

ARTICLE 2

SERVICES, SUPPLIES AND WORK

- 2.1 The CONTRACTOR shall make the Supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.
- 2.2 The CONTRACTOR shall undertake the works and perform the services specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract documents.

ARTICLE 3

PRICE AND COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR, the price for the said supplies and Compensation for the said works and services as specified in respect to each in the Contract Documents upon the satisfactory completion of the said supplies and satisfactory performance of the services and/or otherwise as may be specified in this behalf in the Contract Documents.

ARTICLE 4

JURISDICTION & GOVERNING LAW

- 4.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract or any award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 4.2 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.24	0	
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FORM OF CONTRACT				

ARTICLE 5

ENTIRE CONTRACT

- 5.1 The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.

ARTICLE 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Courier to the Project Manager as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the CONTRACTOR at _____ or other address for service subsequently notified by CONTRACTOR to the OWNER in this behalf in writing.

ARTICLE 7

WAIVER

- 7.0 Unless stipulated to the contrary in the CONTRACT, no failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 8

NON-ASSIGNABILITY

- 8.0 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL	RCF/Proj/UF/2023/01/Annx - 1.24	0	
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FORM OF CONTRACT				

ARTICLE 9

LANGUAGE OF CONTRACT AND COMMUNICATION

- 9.0 The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

ARTICLE 10

GOVERNMENT OF INDIA NOT LIABLE

- 10.0 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER 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 thereunder. It is expressly understood and agreed that the OWNER is an independent enter into contracts, solely in its behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising out of or under this Contract.

ARTICLE 11

NO LIABILITY ON DIRECTOR AND EMPLOYEE

- 11.0 No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, or omitted to be done.

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FORM OF CONTRACT				

IN WITNESS WHEREOF THE PARTIES hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

FOR & ON BEHALF OF

Rashtriya Chemicals & Fertilizers Ltd (RCF),

BY _____

SIGNED & DELIVERED

FOR AND ON BEHALF OF

(CONTRACTOR)

BY _____

(THIS DAY OF _____ 20...____)

IN THE PRESENCE OF:

1. (Name & Signature)

2. (Name & Signature)

IN THE PRESENCE OF:

1. (Name & Signature)

2. (Name & Signature)

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL DECLARATION/CERTIFICATE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF GFRS	RCF/Proj/UF/2023/01/An nx -1.25	0	
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**CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH
SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to **Annexure I of Order (Public Procurement No. 1) dated 23.07.2020**.

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

3. "**Bidder**" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- 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:

- 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.

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL DECLARATION/CERTIFICATE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF GFRS	RCF/Proj/UF/2023/01/An nx -1.25	0	
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Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v) In case of a trust the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as **Form-I / 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.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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

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

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FORM - I

UNDERTAKING ON BIDDER'S LETTERHEAD

To,
M/s RCF LTD.

SUB:.....

NIT NO:.....

Dear Sir,

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

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

(Bidder is to tick appropriate option (✓ or X) 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]
Name:

Date: Designation:
Seal:

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FORM - II

UNDERTAKING ON BIDDER'S LETTERHEAD

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF
SUB-CONTRACTING**

To,
M/s RCF LTD

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]
Name:

Date: _____ Designation:
Seal:

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL GENERAL GUIDELINES FOR GST	RCF/Proj/UF/2023/01/ Annx -1.26	0	
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Tax compliance clauses related to GST

To be obtained on the letter head of the Tenderer

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GST Act provisions.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.

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12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.

	<p style="text-align: center;">INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL</p> <p style="text-align: center;">GENERAL GUIDELINES FOR GST</p>	RCF/Proj/UF/2023/01/ Annx -1.26	0	
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21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract..

Signature and Seal of the Tenderer

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL PUBLIC PROCUREMENT ORDER (Preference to Make in India)	RCF-PC-00284/Annx -1.27	0	
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No. DPE-7(4)/2017-Fin- (Part-I)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprise Bhawan
Block No. 14, CGO Complex
Lodhi Road, New Delhi- 110003

Date: September, 2020

OFFICE MEMORANDUM

Sub: Public Procurement (Preference to Make in India), Order 2017 - Revision- regarding.

The undersigned is directed to forward a copy of revised Public Procurement (Preference to make in India) Order 2017 dated 16th September, 2020 issued by Department for Promotion of Industry & Internal Trade (DPIIT) succeeding the Orders dated 15.6.2017, 28.5.2018, 29.5.2019 and 04.06.2020 for information and compliance.

2. All Administrative Ministries/Departments are requested to ensure compliance of the above mentioned order by the CPSEs functioning under their administrative control.
3. This issues with the approval of competent authority.


(Amit Rastogi)
Director
Tel.24362061

Encl.: As above

To

- i) The Secretaries to the Administrative Ministries/Departments of CPSEs
- ii) Chief Executives of CPSEs

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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

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

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

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

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

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

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

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

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - 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
 - 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
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


 (Rajesh Gupta)
 Director
 Tel: 23063211
rajesh.gupta66@gov.in

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(DECLARATION BY BIDDER REGARDING LOCAL CONTENT)

To be submitted in Bidders' LETTER HEAD

FORM-A

**To,
M/s RCF Ltd.**

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (**Name of Bidder**) furnishing below the information for claiming our eligibility for Purchase Preference to be accorded by the Owner in term of Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of GOI, issued by DIPP of Ministry of Commerce and Industry, as revised from time to time:

- (A) We confirm/certify that the item/s offered under this tender contains '**Local Content**' not less than____%.
- (B) The **details of the location** at which the local value addition is made as follows:

Sl.	Item Description	Detailed address of the Location(s) where the local value addition is made
1		
2		
3		

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

Note:

- In case the total quoted price (excluding GST) **is less than Rs 10 Crore**, the bidder is required to provide self-certification regarding their above certification.
- In case the total quoted price (excluding GST) **is more than Rs 10 Crore**, the bidder is 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 bidder other than companies) regarding their above certification.
- Salient Points of Public Procurement (Preference to Make in India) Policy.

Sr. No.	Description	Parameter
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Whether tender is divisible or not divisible	Not Divisible

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((Affidavit On Non Judicial Stamp For Meeting the PQC mentioned at Clause 8.0 of Instruction to Bidder (ITB))

**(To Be Stamped In Accordance With The Stamp Act
To Be Notarized By A Notary Public)**

Affidavit of Shri _____ S/o _____ Aged about _____ R/o _____

I, the above named deponent, do hereby solemnly affirm and declare in terms of requirement of clause 8.0 of Instruction to Bidder as under: -

1. That I am working as _____ (Designation) in _____ (Name and address of the bidder) since _____ .
2. That I am duly authorized by _____ (name of the bidder) to submit this affidavit on its behalf.
3. That Bidder is submitting a bid vide our Proposal No.....dated.....in response to RCF's/PDIL's NIT Ref. No._____ dt._____ for(name of work)
4. That Bidder has not been blacklisted / debarred/ by Indian Government / Indian Government **Board / Indian Government Corporation / Indian Government Company / Indian Statutory Body / Indian PSU company** at the time of submitting bid.
5. That the documents furnished by the Bidder are true including the contents thereof.
6. That if at any point of time the declaration given above are found to be incorrect, RCF shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.
7. **DEPONENT** Verification:

Verified at _____ on _____ day of _____ 20____ that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed therefrom.

DEPONENT
(Bidder)

	<p style="text-align: center;">INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL</p> <p style="text-align: center;">A DECLARATION FOR NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS.</p>	RCF-PC-00284/Annx -1.29	0	
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To,
RCF LTD.

Bidder's Offer Ref.:against NIT No.: For **INSTALLATION OF ULTRAFILTRATION UNIT** WITH ALL ASSOCIATED FACILITIES AT- RCF, THAL

Sub: DECLARATION TO THE EFFECT THAT BIDDER/ CONSORTIUM MEMBERS SUBMITTING THEIR BID ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS.

Dear Sir,

We.....(name of Bidder/member of Consortium) hereby declare that we are not under liquidation, court receivership or similar proceedings.

Your's faithfully,

(Name, Designation/Signature of Authorized signatory as per Power of Attorney)

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To,
RCF LTD.

**Bidder's Offer Ref.:against NIT No.: for INSTALLATION OF
ULTRAFILTRATION UNIT ALONG WITH ALL ASSOCIATED FACILITIES AT RCF, THAL**

**Sub: DECLARATION FOR NOT SUBMITTED INDIRECT BID IN TERMS OF CLAUSE 17 OF
INSTRUCTIONS TO BIDDERS.**

Dear Sir,

We(name of Bidder/member of Consortium) have read the provisions
under clause 17 of instructions to bidders. and hereby declare that we have not submitted any indirect
Bid in terms of clause 17 of instructions to bidders.

Your's faithfully,

(Name, Designation/Signature of Authorized signatory as per Power of Attorney)

RCF has accepted and agreed to the terms and conditions of the Integrity Pact.

The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact and submit the same with NIT documents.

Signing the Integrity Pact is a prerequisite for prequalification and Integrity Pact and NIT conditions will form part of the contract

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued NIT of Tender No. _____ dated _____ inviting bids from Bidders for _____

The BIDDER M/s. _____ is willing to participate in the said Tender and understands that this Integrity Pact has to be executed between the parties as a prequalification for the Bidder to participate in the bidding process.

Bidder understands that Signing of the Integrity pact does not in any way guarantee awarding of the contract to the bidder signing the Integrity pact.

Both RCF and Bidder understand that Integrity Pact is deemed to be a part of the Contract (to be executed later with the successful Bidder).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling RCF to undertake the Project/Work at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RCF will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, RCF has appointed Independent External Monitors (IEMs), on the recommendations of the Central Vigilance Commission (CVC), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Officer wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

- 2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

2.2

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contractor any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors
- 3.5 In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an

employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term `relative' for this purpose would be as defined in Companies Act, 1956 or any modification thereof.

3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF

4. Previous Transgression:

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with RCF, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government departments/Organizations, etc that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, or action can be taken as per the procedure mentioned in Guidelines on Banning of Business dealings and relevant government of India guidelines in this respect and if already awarded, the Contract can be terminated for such reason.

5. Sanctions for violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
- iii. If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT
- iv. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor
- v. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- vi. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- vii. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- viii. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- ix. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF

- x. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- xi. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- xii. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xiii. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings for maximum five years with RCF

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption

5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF

6. Independent Monitor:

6.1 RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri Jojneswar Sharma, IDES (Retd.) Ex-Director General, Defence Estates
Address: House No.27, Dr Zakir Hussain Path, SARUMOTORIA (Hengerabari), District Kamrup (Metro), Guwahati 781036 (Assam)
Mobile: 8806777701
Email: sharmajoj@gmail.com
2. Shri N Shankar Reddy
Ex DGP and Road Safety Commissioner/CEO, Kerela Road Safety Authority HNo.6-5-232-1; Brindavanam 80 Feet Road, Venkat Rao Nagar, Ran Nagar (PO), Anantapur Andhra Pradesh-515004
Mob: 9447503998
Email: shankerreddyips@gmail.com

(Note: IEMs should be contacted only for Integrity Pact related issues. For any other grievances/complaints/clarifications related to the tender, concerned RCF officials as mentioned on the cover page of this NIT should be contacted.)

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. 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

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remain unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder

Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter

- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

- 7.1 In case of any allegation of violation of any provisions of these terms or payment of commission, etc RCF shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction at Mumbai

9. Other Legal Actions:

The Actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:

- 10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Note: If any prospective Bidder has any objection to sign the Integrity Pact, RCFL will refer the matter to the IEMs for their opinion and advice.

X-X-X-X-X-X-X-X

	INSTALLATION OF ULTRAFILTRATION UNIT AT RCF, THAL Compliance to Fraud prevention Policy of Owner	RCF-PC-00284/Annx -1.32	0	
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Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.

Debarment of firms from Bidding (Holiday/De-listing/Black-listing)

1. Debarment is classified under following two types:

- i. In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.
- ii. Where it is proposed to extend the debarment beyond the jurisdiction to RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or "bidder" has the same meaning for the purpose of these Guidelines. Which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade of business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/suspended firm 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 firms will also be considered as allied firms.

4. The terms "Banning of firm", 'suspension'. 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by RCF. Limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

- (a) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- (b) Firms Will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) Prohibition of

- (a) Making offer, solicitation or acceptance of bribe, reward of gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process of for personal gain.
- (e) Any financial or business transactions between the bidder any any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly
- (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) Obstruction of any investigation or auditing of a procurement process.
- (h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) Disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgression made in respect of the provision of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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- c. A Bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
- d. It shall not be circulated to other Ministries (State as well as Centre)/ Departments/ Central Public Sector Undertaking (CPSUs)/ State Public Undertaking. It will only be applicable to all the attached/ subordinate offices of RCF.
- e. Before issuing the debarment order against a firm, it must be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing. If requested by firm).
- f. Approval of CMD is required to debar the firms.
- g. CMD can issue an order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.
- h. List of debarred firms will be maintained, which will also be displayed of RCF's website for all units of RCF.
- i. Debarment is an executive function and should not be allocated to Vigilance Department.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM Portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

Debarment across All Ministries/ Department/ Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings

7. Where RCFs is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by RCF, then after obtaining the approval of the CMD, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases. Rule 151 of GFRs. 2017 is given below-

- i. *A Bidder shall be debarred if he has been convicted of an offence—(a) under the Prevention of Corruption Act, 1998; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public Procurement contract.*
- ii. *(A Bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also displayed on the website of DGS&D as well as Central Public Procurement Portal.*
- iii. *A Procuring process entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their debarment.*
- iv. *The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*

8. The firm will remain in suspension mode (i.e. debarred) during the intern period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, it must be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (Including personal hearing, if requested by firm). If DoE is of the opinion that sufficient opportunity has not been given to the firm to represent against the debarment such debarment requests received from RCF may be rejected by DoE.

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

11. No contract of any kind whatsoever shall be placed on the debarred firms, which will be displayed on Central Public Procurement Portal.

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Revocation of Orders

13. An order for debarment passed shall be 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.

14. A debarment order may be revoked before the expiry of the order, by the competent authority of DoE, if it is of the opinion that disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provision (common to both types of debarment)

15. No Contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/ two stage bidding nor debarred on the date of contract. Even in the cases of risk purchase. No contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ Consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entitles.

20. The period of debarment will start from the date of issue of debarment order.

21. The Order of Debarment will indicate the reason(s) in brief that lead to debarment of the firm.

22. Ordinarily, the period of debarment should not be less than six months.

23. In case of shortage of suppliers in a particular group, such debarment may also hurt the interest of procuring entitles. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve

24. The information of each debarment case will be forwarded to DoF through Corporate technical department.

Signature and Seal of the tenderer

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Format for Letter of support for AMC

(On OEM letter head duly stamped & signed)

Ref.:

Date :

To,

Rashtriya Chemicals and Fertilizers Ltd. (RCF)

.....

.....

.....

Dear Sir,

Subject: Comprehensive Annual Maintenance Contract (AMC) for_____ (name of equipment)

Ref : Tender no. for

M/s. (Name of Bidder) having Registered office at intend to participate in above referred tender of Rashtriya Chemicals and Fertilizers Ltd. (RCF) having its registered office at Priyadarshini, Eastern Express Highway, Sion, Mumbai-400022, INDIA.

The tender conditions stipulate that the BIDDER shall submit letter of support in subject context duly verified and certified by Original Equipment Manufacturer (OEM).

In this regard, this is to certify that we shall undertake Comprehensive AMC as per the rates quoted by bidder i.e. M/s. (Name of Bidder) and the terms and conditions indicated in the above tender documents.

(Signature of a person duly authorized to Sign on behalf of the OEM)
(Seal of the Company)

Name:

Contact No.....

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

To,

M/s Rashtriya Chemicals & Fertilizers Limited

SUB:

TENDERNO:

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

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



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

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इस्पात मंत्रालय

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]

रमिका 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 में 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 (एम 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 अध्यक्षीन 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 मूची 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 हैं 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 अधिमूचित 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/उमसे 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) 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 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 धरेलू 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 धरेलू स्तर पर निर्माण निर्धारित धरेलू मूल्यवर्धन के संबंध में किया गया है। स्व-प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न **प्रपत्र 1** में प्रस्तुत किया जाएगा।

- 8.2 धरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का धरेलू स्तर पर उम उत्पाद के लिए निर्धारित धरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह धरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर धरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये धरेलू 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 धरेलू 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 धरेलू 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 धरेलू 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 धरेलू 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 धरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि धरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार धरेलू 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 धरेलू 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 अध्वर्धन) 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 मानीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एम 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 एंसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एम पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

परिशिष्ट क - धरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम धरेलू 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 का 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 षेड 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 बर्क नहीं किया हुआ, हॉट रोल, 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, 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 ढ़ूव, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ढ़ूव पाइप और होलो प्रोफाइल, मीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ढ़ूव 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 ढ़ूव, 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 ढ़ूव अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्वो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ँंठा 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 ँंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शनस; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	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 सेक्शनस	7301	15%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड 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, बैट 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 त्रिच्युतीय 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 फ्लेट 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, ग्रेपनेल्म 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 स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक वायुलनों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय धरेलू 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 ऐयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फैन अथवा ब्लोअर जो मोटर से चलती हो और उनके हिस्से को शामिल करते हुए	7322	15%
43	लौह अथवा इस्पात का टेबल और समान धरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पार्ट्स	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 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।

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 वियेरिंग, हाइड्रोलिक डिवस ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हार्ड एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन ऐयर 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 - घना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग वियेरिंग, ट्रिपलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), वाइब्रेथन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनडिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%

3	कॉक अवेन	कॉक ओवन मिलिका रिफेक्टरी, एन्क्रेज मिस्टम, ब्रंश नरडन के साथ वेस्ट गैस वाल, फनेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल बॉक्स, ए पी लिड, चार्जिंग और इंसपेक्शन होल लिड एंड फ्रेम रिबर्सिंग मेकेनिजम, केंद्रीकृत लुब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर मिस्टम, स्किप होइस्ट, डोर लॉवरिंग रैक, आइसोलेशन/रिबर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टैटिक तार प्रेमिपिटेटर, H ₂ S, NH ₃ और नप्यलिन स्कूब्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिबर पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट वायलर, डिक्लेर्स	50%
5	मिटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट एंसेम्बली कब्ड रेल, स्लाइड रेल, हॉट सिटर ब्रेकर और गिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेल्स एंसेम्बली, मिन्टर मशीन का ड्राइव एंसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट एंसेम्बली कब्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेल्स एंसेम्बली, इनडूरेटिंग मशीन का ड्राइव एंसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लेडर वाल 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 किललिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिकवरी टूबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइन्डिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एंसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एन्व ब्रंडन प्रोन्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्चार्ज, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, चर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO ₂ रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/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, क्लर्पिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोबिंग/बोटम स्टीरिंग के लिए वाल 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, हॉट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोड, स्लग पोड 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 वाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी इस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टेड, स्टेड कूलिंग स्टेक इंसपेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशेन सिस्टम, स्क्रबिंग टोवर सेल - वेट गैस क्लीनिंग सिस्टम, डॉंग हाउस लेडल ड्रायर, लेडल	50%

		ग्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, इस्ट मिलो, वेग ब्रिज, स्लग रिटैनिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फ्रनेस लोवर मेल, अपर मेल और रूफ, टिलटिंग प्लेटफार्म, फ्रनेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगुलेशन प्रणाली, हाइड्रोलिक मिस्टम, रिफेक्ट्री, लेवल I एंड II आटोमेशन मिस्टम के पार्ट्स। एल एफ - वाटर कूलड लेडल रूफ, इलेक्ट्रोल मास्ट एंड आमर्स, इलेक्ट्रोल रेगुलैटिंग मिस्टम, वायर फिडिंग मिस्टम, बोटम इनडरट गैस स्टिरिंग बाल मिस्टम पोरुस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस क्रेजेज मिस्टम, स्वचालित तापक्रम, सेम्पलिंग और बाथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस क्रेजेज मिस्टम, हाइड्रोलिक मिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेमेल, वेमेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिक मिस्टम, मल्टी फंक्शन वांस, वाल्व रेक्स/स्टेशन, इलेक्ट्रोल क्लेप यूनिट, इलेक्ट्रोल आमर्स का कंडक्टर, वाटर कूलड 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, इलेक्ट्रोल निपिलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टैंड, ई एस पी, डिडिक्टिंग 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 क्लिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेघटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेब्रर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेड गन्डे सेगमेंट, टनडिश, लाइले कवर, रोलर टेबल एंड आक्सीलिरिज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट मिल प्रोडक्ट	लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स ब्रक्स रोल, बेकअप रोल, इंड स्पिडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टैनशन 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 मोटर	50%
13	लॉग मिल प्रोडक्ट	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्ल्स; रोलर टेबल, कॉयलर /टेशन रिल /अनकॉयलर, शेयर्स, विल्डट 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/पूंजीगत 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 विक्री 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 conforming 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, tippers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tippers, 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 ₂ S, NH ₃ & 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 ₂ 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 arc furnace	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 ₂ 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

सी.जी.-डी.एल.-अ.-04012021-224171
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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
NEW DELHI, FRIDAY, JANUARY 1, 2021/PAUSHA 11, 1942

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 अधिवाचन 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>खंड 1.3:</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>खंड 1.3:</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>खंड 2.13:</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 अनुरूपहोगी 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 घरेलूमूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p>खंड 2.13:</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>

3	<p>खंड 5.1.5</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>खंड 5.1.5</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>
4	<p>खंड 5.1.6</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>खंड 5.1.6</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>
5	<p>खंड 7.2</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) 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>खंड 7.2</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>
6	<p>खंड 7.3</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>खंड 7.3</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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II 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>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</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>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</p> <p>6.9.1 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>6.9.2 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>6.9.3 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>6.9.4 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>6.9.5 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' (एन्टीटी) 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>खंड 6.10: 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 रोलड, 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 रोलड (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 कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऍंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	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 रोलड, 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 रोलड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोलड 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 प्रीफेब्रिकेटिड 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 फ्लेट 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 लीन्स	7320	20%
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स 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 उसकेपार्टस	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 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 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 31st 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	<p>Clause 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.</p>	<p>Clause 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. <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.</p>
2	<p>Clause 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.</p>	<p>Clause 2.13: 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.</p>

3	<p>Clause 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.</p>	<p>Clause 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. <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>Clause 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.</p>	<p>Clause 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&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>Clause 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.</p>	<p>Clause 7.2: 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>Clause 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.</p> <p>For iron and steel products</p> <p>% domestic value addition</p> $\frac{\text{Net selling price of final product} - \text{landed cost of imported iron or steel at the plant}}{\text{Net selling price of final product}} \times 100 \%$ <p>For capital goods</p> <p>% domestic value addition</p> $\frac{\text{Net selling price of final product} - \text{landed cost of imported iron or steel at the plant}}{\text{Net selling price of final product}} \times 100 \%$	<p>Clause 7.3: 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>For iron and steel products & capital goods</p> <p>% domestic value addition</p> $\frac{\text{Total value of the item to be procured / sold (excluding net domestic indirect taxes)} - \text{the value of imported content in the item (including all customs duties)}}{\text{Total value of the item to be procured / sold}} \times 100 \%$

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>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&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>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 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>6.9.2 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>6.9.3 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>6.9.4 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>6.9.5 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>Clause 6.10: 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&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.