



### **General Terms and Conditions of Contract**

- 1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in- charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 3.0 Suitable accommodation will be provided for the contractor or his authorized representative on chargeable basis, if available, may allot land for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.
- 4.0 The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in- charge.
- 5.0 Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will b e properly performed.  
Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub- contractor shall lie with Contractor. Sub- contracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- 6.0 **PAYMENT OF TAXES AND DUTIES**
- 6.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income  
Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt.





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of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

- 6.2 The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.
- 6.3 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to RFCL's account. Any subsequent change in the rate of GST shall be to RFCL's account during contractual period only.
- 6.4. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.
- a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RFCL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
- b) RFCL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
- c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which RFCL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
- d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to RFCL, then RFCL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.
- 6.5 Liability of RFCL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
- 6.6 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- 6.7 As per GST, the liability towards payment of GST lies with the service provider, so



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RFCL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (RFCL) shall comply with the same as the service receiver.

- 7.0 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document.
- 8.0 All Statutory Provision shall be followed and applicable even if occurred after placement of W.O. but did not exit at the time of Tender. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to RFCL account and shall be reimbursed on submission of proof of payment by the Contractor
- 9.0 The Tenderer should make a deposit of Earnest Money and Tender Fees as per Tender Documents by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizer and Chemicals Limited" payable at Ramagundam and details to be indicated in Tender document which is to be submitted in Envelop-I. The Earnest Money and Tender Fees shall not be accepted in any other form except as specified. Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender will not be opened and it will be considered as rejected. The EMD may be forfeited and appropriated by RFCL without prejudice to any other right or remedy to RFCL under the following conditions:
- a) If a Bidder withdraws his Bid during the validity or agreed extension of validity period duly agreed by the bidder.
  - b) If the bid is varied or modified in a manner not acceptable to the RFCL during the validity or agreed extension validity period duly agreed by t h e bidder.
  - c) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement.
  - d) In the case of a successful Bidder fails to furnish Security Deposit /Performance Guarantee.
  - e) If bidder is delisted/debarred or blacklisted by RFCL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

### 9.1 Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period





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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 E-mail. In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended. 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.

10.0 The following tenders will be liable to be rejected:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tender, which contain uncalled for remarks or any alternative additional conditions.
- d) Offer received after schedule date & time of submitting the offer would be out rightly rejected.

10.1 The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.

11.0 If the tenderer has relations whether by blood or otherwise with any of the employees of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately).

12.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of . If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, RFCL shall be entitled



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to claim, demand or compensation from the contractor in that event. RFCL

shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.

- 13.0 Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
- 14.0 The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.
- 15.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 16.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 17.0 QUANTUM OF JOB: Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. RFCL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
- 18.0 RISK AND COST: If the Contractor is unable to execute the work any loss incurred by the company in this respect, will be, to the Contractor's account. The company may also terminate the contract after giving a notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% + applicable GST to the Contractor.
- 19.0 VALIDITY OF THE CONTRACT: - The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.



- 20.0 **FORCE MAJEURE:** - The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.
- For delays arising out of Force Majeure neither RFCL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.
- 21.0 **LOSS TO PLANT DURING EXECUTION:** Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.
- 22.0 RFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.





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23. If the rate for the additional altered or substituted work are specified in the contract for the work. The Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.
- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost.
24. **SECURITY Deposit:** The contractor shall deposit SD towards faithful performance of the contract.  
The Security Deposit together with EMD/Initial Security Deposit shall be 5 % of the contract / Works order value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value excluding taxes which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5 % of the Contract/ Work Order Value excluding taxes. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.
- The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by RFCL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for Contract period plus defect liability period plus 3 months' claims period. The Bank guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through contractor.
- 25.0 **PERIOD OF LIABILITY:** Defect liability period of works shall be 12 months from the actual date of completion of work. The contractor shall at his own cost and initiative,



correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, RFCL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by RFCL shall be adjusted towards the said Security Deposit and / or any other due lying with RFCL.

## 26.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

### a) Measurement and Billing:

All measurement shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the Contractor's authorized agent. Such measurement will be got recorded in measurement book/sheet by the Engineer-in-charge or the authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1<sup>st</sup> week of the succeeding month.

### b) Running Account Payment:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done.

### c) Completion Certificate/Final Bill:

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up after applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by RFCL after Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

### d) Final Certificate:

Within fifteen days of the contractor's application made after the expiry of the period of



defect liability provided for in clause 24.0 here of and satisfaction of all liabilities of the contractor in respect there of the Engineer- in-charge that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by RFCL.

**27.0 TERMS OF PAYMENT:**

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by RFCL, complete in all respects.  
Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO, whichever is earlier.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable RFCL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through H O D .
- d) RFCL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- (e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan (along with ECR and payment confirmation receipt).
- (f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- (g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
  - 1. Payment of final bill will be made to the contractor after submission of certificate from RFCL Gate that all the gate passes issued to the labour of the contractor have been returned alternatively no objection certificate may be provided from RFCL.
  - 2. The Payment of final bill will not be made until the contractor has handed over the







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peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by RFCL.
4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and RFCL will stand indemnified against any such claim/demand made in future.
6. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:
  - a. Undertaking for compliance of the labour laws in the prescribed format
  - b. No claim certificate in the format approved by RFCL
  - c. No dues certificate from respective sections.
  - d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
  - e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.
  - f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format
  - g. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A, B, C&D.
  - h. Return of Gate passes issued by applicable authority from RFCL

**28.0 PRESERVATION OF FREE ISSUE MATERIAL:** All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate RFCL for the losses suffered at panel rates to be determined by the Engineer-in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

**29.0 SCRAP ALLOWANCE:** Contractor will plan the work in such a way that the wastage to be minimum Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the contractor on RFCL rate +25%

All Taxes will be charged extra.





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| Sl. No. | PARTICULARS | SALVAGEABLE |
|---------|-------------|-------------|
| 1       | STRUCTURE   | 2.5%        |
| 2       | PIPE        | 3.0%        |
| 3       | CEMENT      | 3.0%        |

30.0 **ISSUE OF MATERIAL FROM RFCL:** Any issue of materials from RFCL stores not covered in RFCL obligation will be issued and charged on RFCL issue rate +25% + All Taxes will be charged extra. The issue of such material will be at sole discretion of RFCL.

31.0 **ISSUE OF GAS CYLINDER:**

Contractor has to make his own arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components.

- Invoice price of gas.
- Rent for each Cylinder per day.
- Department charges.
- Cost of collection and return of empty Cylinder.

32.0 **MATERIAL TRANSPORTATION:** The contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, RFCL may indicate an area at its own discretion for putting up of a temporary hut/shed.

33.0 **Liquidated Damages (LD):** The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of work is not completed according to the time schedule, the contractor shall have to pay Liquidated Damages to the RFCL at the rates of 1 % of the total value of work excluding taxes for delay of every week or part thereof, subject to a ceiling of 10% of the total value excluding taxes of the work plus if applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with RFCL.

34.0 **ENGINEER-IN-CHARGE:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this



account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

### **35. JURISDICTION**

a. (for Ramagundam unit) Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

b. (for Delhi / Corporate office Noida) Subject to the Arbitration Clause contained herein, the parties agree that the Courts of New Delhi shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract. The parties acknowledge that RFCL has its registered office at New Delhi and therefore the Courts at New Delhi have jurisdiction

### **36. CONCILIATION & ARBITRATION:**

#### **a. FOR INDIAN PARTIES**

##### **i. Amicable Resolution**

- a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.
- b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in person or by video conferencing) at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute / difference. c. If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

##### **ii. Arbitration**



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- a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).
  - b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.
  - c. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or in any new act that may follow).
  - d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
  - e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
  - f. The language of the Arbitration shall be English.
  - g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR/ Base Rate applicable to RFCL on date of award of contract.
  - h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.
- b. Arbitration for Foreign Vendors /Parties:
- i. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.



- ii. The Seat and venue of Arbitration shall be at New Delhi, India. The language of the Arbitration shall be English.
- iii. This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

c. Arbitration for CPSEs and Government Department:

- i. 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 (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22- 05-2018.

**37.0 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in- charge.

**38.0 SAFETY REGULATION:**

The contractor shall observe and abide by all fire and Safety regulations of the RFCL. Before starting maintenance work, the Contractor shall consult RFCL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by RFCL, when requested. He shall be responsible for and must make good to the satisfaction of the RFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the RFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly.

This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by RFCL free of cost. For any default / accident / loss due to negligence of Contractor or its workers, the liability of Contractor shall be "Absolute liability".

**39.0 CONTRACTOR TO EXECUTE AGREEMENT:**

The contractor's responsibility under this contract will commence from date of issue of

the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and RFCL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed values with RFCL within 15 days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by RFCL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

**40.0 BIDDER TO ACQUAINT HIMSELF FULLY**

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

**41.0 PAYMENT FOR PREPARATION OF BID DOCUMENT: The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.**

**41.1 TERMINATION OF CONTRACT**

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of RFCL under the Contract or otherwise including right of RFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated after written notice if the Contractor:

- i) Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up





- or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- ii) Abandons the work
  - iii) Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
  - iv) Persistently fails to adhere to the agreed program of work.
  - v) Sublets the work in whole or in part thereof without Company's consent in writing.
  - vi) Performance is not satisfactory or work is abnormally delayed.
  - vii) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
  - viii) Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

#### 41.2 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no. 41.1 of General Terms and Conditions due to default of the contractor:

- i) RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the Expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.
- v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

#### 41.3 FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason