

TECHNICAL AMENDMENT

CORRIGENDUM NO: - RFCL /ST/Civil/ Plant/F&S Shed/2026/64/Amendment -01 Dated 26.10.2026

TENDER DOCUMENT NO: - RFCL /ST/Civil/Plant/F&S Shed/2026/64 dated 12.10.2026

The terms, conditions and specifications of Tender Document mentioned above, stand modified to the extent indicated under column "MODIFICATIONS/ADDITIONS/DELETIONS". All other terms, conditions, stipulations etc. of Tender Document shall remain unaltered.

S No.	Document Reference	MODIFICATIONS/ADDITIONS/DELETIONS
1.	Form of Contract (Annexure-XI)	The existing Form of Contract (Annexure-XI) stands replaced by the revised Contract Agreement proforma. The revised Contract Agreement proforma has been uploaded and shall be read as an integral part of the Tender Document in place of the existing Annexure-XI.

Other terms and conditions of the tender remains unchanged.

(SIGNATURE& STAMP OF BIDDER)

For and On Behalf of RFCL

Name:

Date:

Place:



B K Vittal Kumar

AGM(Civil) I/c

Email:- vittal.kumar@rfcl.co.in

B.K. VITTAL KUMAR
ASSISTANT GENERAL MANAGER (C)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam, Dist. Peddapalli-505210 (T.S)

CONTRACT AGREEMENT

(To be prepared on Non-Judicial Stamp paper (State of Telangana) of Rs.200/-)

THIS CONTRACT is made on this _____ day of _____ at Ramagundam

BETWEEN:

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, [CIN: U24100DL2015PLC276753], a Company incorporated under the Companies Act, 2013 having its registered office at Scope Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/Office at Fertilizer City, RFCL Plant, Ramagundam, Peddapalli Telangana – 505210 India [herein after referred as **“RFCL/Owner”**] represented by its Unit Head, RFCL Plant, Ramagundam which expression shall be deemed to include its successors and assigns) on the **First Part.**

AND

M/s _____ (carrying on business in sole-proprietor/partnership/ company etc.) having its office/ registered office at (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____ (Rs. _____ Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE-1

1.0 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents namely: -

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.

Ramagundam

h) Owner's Letter/email dated (If any).

i) Contractor's Letter/email dated (If any).

1.2 A copy each of the above documents (a) to (i) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE-2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to Ramagundam Fertilizers and Chemicals Limited within a period of _____ months/year w.e.f. _____ to _____. The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 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 Consultant 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 Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant 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.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

- 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, 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.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

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.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

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 agreement of any kind not included within the contract documents and all prior negotiations, representations contract and/or agreements and understanding are hereby cancelled.

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another 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 upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at _____

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of 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 or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 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, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

(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

- 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 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.

ARTICLE-12

12.0 JURISDICTION

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.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

For and on behalf of

Ramagundam Fertilizers and Chemicals Limited,

(RFCL/Owner)

(With Rubber Stamp)

Date:

Place: Ramagundam

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

SIGNED & DELIVERED

For and on behalf of contractor

(With Rubber Stamp)

Date:

Place:

In the Presence of:

Witness

1.

Signature _____

Name of Signatory _____

Address _____

2.

Signature_____

Name of Signatory_____

Address_____

2.

Signature_____

Name of Signatory_____

Address_____

Signature