

## SPECIAL TERMS & CONDITIONS OF CONTRACT

1. **THE GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT (GDCC) (for Civil Contract) WHICH WILL FORM PART OF THE CONTRACT AGREEMENT MAY BE STUDIED BY THE CONTRACTORS BEFORE SUBMISSION OF THEIR TENDERS, IN THE ABSENCE OF WHICH IT WILL BE PRESUMED THAT THE CONTRACTOR HAS SEEN, STUDIED AND ACCEPTED THE GDCC. THESE CONDITIONS OF CONTRACT AS STIPULATED IN THIS DOCUMENT ARE IN CONTINUATION OF GDCC & GTC AND SHALL ALSO FORM PART OF THE CONTRACT.**
- 1.1.0 In case of a discrepancy between the Special Conditions, General Terms & Condition and General Direction & Condition of Contract the following order of preference shall be applicable:
1. Special Terms & Conditions of Contract
  2. General Terms & Conditions
  3. General Directions and Conditions of Contract
- 1.1.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer In charge shall be final and binding on the contractor.
- 1.1.2 The parties, who have got issued / purchased the tender documents, should either quote or send a regret letter with reasons for not participating in the tender. Intimation regarding non-participation is essential otherwise they may not be considered for issue of tenders in future
- 1.2.0 If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenders. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers.
- 1.3.0 In case the tenderer withdraws his offer during the period of its validity period of offer, the Earnest Money Deposit submitted by him for the Tender shall be forfeited.
- 1.4.0 The Tenderer should submit **EMD of ₹50000/-** as Earnest Money and **₹750/-** as Tender Fee through NEFT/RTGS/Online Fund Transfer in NFL Panipat Account or by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favor of "National Fertilizers Limited, Panipat" payable at PANIPAT. **The tender fee shall not be accepted in any form other than specified above. EMD and Tender Fee should accompany the tender in separate envelope, without EMD and Tender Fee, tender will not be opened and it will be considered as rejected. However tenderer must submit the proof of EMD and Tender Fees submission latest by last date of bid submission ( UTR Number / Transaction ID / NEFT Details if EMD and Tender Fees submitted through online fund transfer or original Demand Draft if EMD and Tender Fees submitted by Demand Draft) (envelop No.1).**

### **National Fertilizers Limited, Panipat Bank Details:**

Name	National Fertilizer Ltd
Account Number	10565845486
Name of Bank	State Bank of India
IFSC Code	SBIN0001620
Branch	Main Branch, GT Road, Panipat

**The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSME Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved, so it means that MSME Certificate will not be accepted for this tender.**

**1.5.0 VALIDITY OF CONTRACT:**

The contract shall remain valid for a period of **12 (Twelve) Months** reckoned from the date of its award. Keeping in view the nature of job, Validity of Contract may be extended for **03 (Three) months** on the same rates, terms & conditions depending upon discretion of NFL Management. The job can therefore, be got done any time during the tenure of the contract. Normally a notice period of 07 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

**1.6.0 COMPLETION PERIOD:**

Time is essence for execution of this work and entire job is to be completed within **03 (Three) Months** from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing. Work can be executed in phased manner depending upon availability of site as per plant requirement. Hence total period of work can be considered as per actual execution working days.

**1.7.0 DEFECT LIABILITY PERIOD:**

Defect liability period of works unless otherwise specified shall be **12 (Twelve) Months** from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

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, NFL reserves the right to get the same repaired **at the risk & cost** of the contractor PLUS 25 % (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

**1.8.0 APPLICABILITY OF TAXES :**

- a) GST shall be paid extra, Clause with regard to GST given in the NIT / GTC shall be applicable. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials/services to be used in execution of contract as the same shall be set off in the form of input tax credit against GST paid by NFL on their billed amount.
- b) TDS @ 2 % (1% CGST and 1% SGST or 2% IGST) shall be deducted as per provisions under GST Act in case taxable contract value of services/goods or both is more than Rs.2.50 lac.
- c) Clause 1.6.0 of GTC shall also applicable.

**1.8.1 Applicability of Building & Other Construction Workers Welfare Cess Act, 1996:**

NFL shall deduct Income Tax / Commercial Tax / Cess including BOCW Cess at source from all payment 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.

**Note: Minimum rate for recovery of BOCW Cess is 1% of the Contract Value.**

### 1.9.0 **PENALTY :**

If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the owner shall (without prejudice to any other right of owner in this behalf) be entitled to recover liquidated damages for the delay at **1% (one percent) of the total contract value for each week or part thereof** that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at the job site, **subject to a maximum of 10% (ten percent)** of the total contract value of work. These Liquidated Damages shall be recovered from the R.A. / 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 NFL. The total contract value means the total value of work executed on completion.

## 2.0 **SPECIFICATIONS:**

### 2.1.0 **GENERAL SPECIFICATIONS**

- 2.1.1 The specification for workmanship shall be as described in the Central Public Works Department latest "specifications" including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
- 2.1.2 The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS/IRC specifications shall be referred.
- 2.1.3 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

## 3.0 **TECHNICAL SPECIFICATIONS**

For this work IRC specifications and CPWD specifications shall be followed.

- 3.1 Marking of Road Surface at desired locations with specified shade / color using hot thermoplastic material by fully / semi-automatic thermoplastic paint applicator machine fitted with all allied items.
- 3.2 Premix bitumen carpeting and application of proper seal coat on road surface along with repair of pot holes developed on road.
- 3.3 The Contractor shall use hot mix plant for mixing of bitumen and aggregate (For Item No. 1, 2 & 4 of SOQ) and mechanically operated paver - finisher etc. for laying premix carpeting of road work as per Item No. 1 of SOQ. However the filling / repair of patches / Pot holes (Item Non. 2 of SOQ) may be done manually. For all these three items i.e. Item No. 1, 2 & 4 of SOQ, the rolling / consolidation of repair of patches / pot holes, premix carpeting and seal coat shall be done with power roller of 6 to 9 Tonne capacity.
- 3.4 Seal coat (Item No.4 of SOQ) shall be applied to the road surface **immediately** after laying and rolling of the premix/bitumen carpeting when the carpet is still tacky. If there is **any delay** in laying the seal coat, additional tack coat is applied to road surface for proper sticking of seal coat with the premix carpet surface as per the direction of engineer in charge, that additional tack coat shall **not be measured** for payment. The contractor will ensure that no traffic is allowed on the road till the seal coat has been placed and rolled.
- 3.5 Premix carpet shall not be laid during rainy weather or when the base course is damp or wet or when the atmospheric temperature falls below 10° C or when the wind speed at any temperature

exceeds 40 Km/Hour at 2 Meter height unless specifically approved by Engineer- in- Charge. {As per Indian Road Congress (IRC) 501.5.1 Page 141 and 503.3 Page 158}.

- 3.6 After laying the premix carpet, the edges of road must be protected with seal coat and then the edges should be cover (in Taper) with a layer of good earth to avoid penetration of water from sides.

3.7 **PREPARATION OF BASE:**

The road surface on which the bituminous work is to be applied shall be cleaned off deposits of dust / Ash / Earth / uprooting and removal of Rank vegetation / cement concrete/bituminous concrete lumps, wherever existing and / or any other foreign material(s) before the application of the binder, by using Wire/Nariyal Brushes, other proper tools, compressed air or by any other mechanical means / broom or any other required tool / equipment to make the areas neat & clean and fit to receive the tack coat / bituminous concrete / premix carpet. Some area in Plant are Urea Bound, contractor must have to pay more attention during cleaning of these roads.

Before filling, pot holes should be cut in proper shape (square or rectangular shape) and cleaned with help of Metallic Wire/ Nariyal brush to remove all the earth/ash/dust or any unwanted material. All the dust/unwanted material should be collected and dump at suitable place as desired by Engineer-in-charge.

**The quoted rates of contractor / agreed by NFL as per work order shall be include all the above operations of preparation of base.**

3.7 **APPLICATION OF BINDER / TACK COAT :**

Binder (Item No. 3 of SOQ) shall be heated to the temperature appropriate to the grade of bitumen used and approved by the Engineer-in-charge and spread on the base **immediately** just before the laying of premix carpet at the rate specified as under.

Rate of application of Tack Coat: **(As per DSR-2016 or latest DSR)** on Normal bituminous surface shall not be less than 0.50 Kg/m<sup>2</sup> or agreed by Engineer-in-charge.

The binder shall be applied uniformly with the aid of either self-propelled or towed bitumen pressure sprayer with self-heating arrangement and spraying nozzles arrangement capable of spraying bitumen at specified rates and temperature, or by manual spreading so as to provide a uniformly unbroken spread of bitumen. The tack coat shall be applied just ahead of the laying of bituminous carpet/concrete.

3.8 **PREPARATION AND TRANSPORTATION OF MIX:**

Bituminous macadam mix for pot hole repairs / Bituminous concrete for carpeting, shall be prepared in a hot mix plant of adequate capacity and capable to yield a mix of proper and uniform quality with thoroughly coated aggregates.

The Hot Mix Plant of 20-30 Tonne/Hour capacity or 30-40 Tonne/Hour capacity , in conjunction with adequate no of tipper trucks matching with the plant output, and paver finisher shall be used for preparation, transportation and laying/spreading of premix bituminous concrete / Macadam at the required/specified temperatures of 115°C (**IRC Table 500-5 Page 162**). The temperature of binder at the time of mixing shall be in the range of 140°C to 160°C and that of the aggregate in the range of 140°C to 165°C and the temperature of mixed material shall be 155°C Maximum (**IRC Table No. 500-5 Page 162**) provided the difference in temperature between the binder and aggregate at no time exceeds 14°C **IRC 501.3 Page 140**)

Mixing shall be thorough to ensure that a homogenous mixture is obtained in which all particles of the aggregates are coated uniformly, and the discharge temperature of mix shall be between 130°C to 160°C. **(IRC 511.1.3.4 Page194)**

The mixture shall be transported from mixing plant to the point of use in suitable tipper vehicles. The vehicle employed for transport shall be clean and be covered over in transit if so directed by Engineer-in-charge.

### **3.9 SPREADING AND COMPACTION :**

The mix transferred from the tipper at site to the paver shall be spreaded immediately. The temperature of mix at the time of laying shall be **less than 115°C** in any circumstances. (IRC Table 500-5 Page 162). The spreading shall be done by means of self-propelled mechanical paver with suitable screeds capable of spreading, temping and finishing the mix true to the specified lines, grades and cross sections.

Compaction of bituminous materials shall commence as soon as possible and compaction shall be completed before the temperature falls below the minimum rolling temperature i.e. **80 °C Minimum** (IRC Table 500-3 Page 162). The rolling shall be carried out with 8-10 Tonne / 6-9 Tonne dead weight smooth wheeled roller at a speed of 5 Km/Hour and should continue till all roller marks have been removed from the surface.**(IRC 501.6 Page 143).**

The contractor shall have the responsibility for ensuring proper proportioning of materials and producing a uniform mix. A variation in binder content +/- 0.3% by weight of total mixture, when individual specimen are taken for quality control test, shall however be permissible. **(IRC 504.2.5 Page 161)**

The table showing the temperature of Bitumen, aggregate, mixed materials laying and rolling shall be maintained as per IRC Table 500-5:

**(IRC Table 500-5 Page 162)**

Bitumen Penetration	Bitumen Mixing Temp. (°C)	Aggregate Mixing Temp. (°C)	Mixed Materials Temp. (°C)	Rolling Temp.(°C)	Laying Temp.(°C)
35	160 – 170	160 – 175	170 Max.	100 Min.	130 Min.
65	150 – 165	150 – 170	165 Max.	90 Min.	125 Min.
90	140 - 160	140 – 165	155 Max.	80 Min.	115 Min.

The penetration grades of Bitumen referred to above as single figure designation are in accordance with IS: 73. Thus Bitumen of penetration 90 refers to bitumen in the penetration range of 80 to 100. Thus bitumen of single grade 90 referred to above corresponds to bitumen of softening point of 80 and penetration of 100 i.e. 80/100 **(IRC 501.2.1 Page 139)**

### **3.10 SEAL COAT:**

This work shall consist of application of Seal Coat for sealing the voids in the bituminous surface laid to the specified levels grade and camber, comprising of a thin application of fine aggregates premixed with bitumen binder. The fine aggregate shall be sand or grit and shall consist of clean, hard, durable, uncoated dry particles and shall be free from dust ,soft and flaky/elongated , organic matters. The aggregate shall pass 2.36 mm sieve and be retained on 180 micro sieve. The aggregate shall be suitably heated to a temperature of 150°C – 165°C The mixing of binder with aggregate to the specified proportions shall be carried out in the Hot Mix Plant till the aggregate is thoroughly coated with binder. The mix shall be immediately transported from Plant to site of work and spread uniformly on the bituminous surface to be sealed, and rolled with Road roller of 8-10 Tonne smooth wheeled roller. Rolling shall continue until the premixed materials

completely seals the voids in the bituminous course and a smooth uniform surface is obtained.  
**(IRC 513.1 Page 201, 513.2.3 Page202 & 513.3.4 Page 203)**

- 3.11 The contractor shall at all-time carry out work on the roads in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same.
- 3.12 The contractor shall take all necessary measures for the **safety** of traffic during the execution of the work and provide/erect and maintain such barricades, including sign boards, markings, flags, lights and flagmen as may be required by the Engineer-in-charge for the information and protection of the traffic approaching or passing through the section of the road under improvement.
- 3.13 The expenditure for any test required as decided by the Engineer-in-Charge will be borne by the contractor which includes Collection of sample, Transportation cost of sample, Lab Testing Charges etc. **All test should be done according to IS / IRC specification.**
- 3.14 If any material(s) shall be supplied from NFL Main Stores situated in Factory area, the contractor has to transport the material from Main Stores to the site of work including loading and unloading of the same within their quoted rates. The supply of above materials shall be governed by Contract Clause No. 3.1.1.0 of GDCC.

#### 4.0 **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 NFL, 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 10 % 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 NFL 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 HOD.
- d) NFL 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.
- (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 CISF Gate that all the gate passes issued to the laborers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
2. The Payment of final bill will not be made until the contractor has handed over the 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 NFL.
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 NFL will stand indemnified against any such claim/demand made in future.

#### **4.1 PAYMENT TO MSMED PARTIES**

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The Detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No. : 8090051171

E-mail id : [prajay.shukla@rxil.in](mailto:prajay.shukla@rxil.in)

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinished invoice/s of MSME bidders seeking payments from NFL directly shall be processed as per the Standard payment terms agreed in PO/contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

#### **4.2 SECURITY DEPOSIT:**

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value (Excluding Taxes). Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value 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 @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

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 Garmin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of **24 (Twenty Four) Months** (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

## **5.0 SUPPLY OF WATER & ELECTRIC POWER :**

NFL has no arrangement for Water and Electricity at site of work and the Contractor shall have to arrange the same for executing the work at his own cost.

- 6.0 Contractor/Party has to deploy their Qualified Civil Engineer at work site during construction with all necessary equipment's at site i.e. **Scientific Thermometer, Gauge, Weighing Machine, Measuring Tape, Level/Survey Instruments** etc.**

## **7.0 Specifications:**

The specifications for all construction Materials and workmanship shall be as described in the CPWD/IRC latest specifications including amendments, unless otherwise specified. These CPWD/IRC Specifications shall be deemed to form part of this contract.

- 8.0 Successful party should be required to submit the Agreement required as per tender document on the Non-judicial Stamp Paper (NJSP) of appropriate value which will be applicable at the time of its execution in the state of Haryana.**

## **9.0 GST :**

- (a) GST shall be paid as per the provision of GST Act. Clause No. 1.6.0 a, b & c of GTC shall be applicable.**



- (b) TDS @ 2 % (1 % CGST and 1 % SGST or 2 % IGST) shall be deducted as per provisions under GST act in case taxable contract value of services/goods or both is more than ₹ 2.50 Lac.**

#### **10.0 CONCILIATION & ARBITRATION: (i) FOR INDIAN PARTIES**

Any dispute or difference 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 shall 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. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

Where the claim including determination of interest, if any, being claimed upto 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.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, 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.

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 there under.

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 NFL on date of award of contract.

The Seat and venue of Arbitration shall be at Delhi/Place of respective Unit/Place of Zonal Office.

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.