

# **GLOBAL TENDER NOTICE**

**For**

**60 TPD HCL Synthesis Unit  
With  
Steam Co-generation**



**THE TRAVANCORE-COCHIN CHEMICALS LIMITED  
UDYOGAMANDAL.P.O.  
KOCHI – 683 501  
KERALA – INDIA**

DRAFT CONTRACT

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DRAFT AGREEMENT TO BE EXECUTED BY SUCCESSFUL TENDERER

THIS CONTRACT (hereinafter referred to as "CONTRACT") made and entered into this ..... day of ..... Two Thousand seventeen by and between:

THE TRAVANCORE-COCHIN CHEMICALS LIMITED a Company registered under the Indian Companies Act, 1913, having its Registered Office at Udyogamandal.P.O, Kochi – 683 501, Kerala, India, (hereinafter referred to as "TCC") on the one part

AND

..... a Company organized and existing under the laws of ..... and having its principal place of business at ..... (herein after referred as "CONTRACTOR") on the other part

WITNESSETH

WHEREAS, TCC desires to purchase and use 60 TPD Hydrochloric Acid Synthesis Unit with .....TPD saturated steam of 10 bar (g)  
AND WHEREAS, CONTRACTOR is willing to supply, erect and commission the said 60 TPD Hydrochloric Acid Synthesis Unit with ...TPD saturated steam of 10 bar (g) with specifications acceptable to TCC under the terms and conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto have agreed to as follows :

## **CHAPTER – 1 DEFINITIONS**

The words and terms set forth below, unless otherwise expressly stated herein, wherever used in this Contract, shall have the following meanings:

- 1.1 “CONTRACT EQUIPMENT” 60 TPD Hydrochloric Acid Synthesis Unit which is capable of generating .....TPD saturated steam of 10 bar (g) at TCC’s site at Udyogamandal, and more specifically defined in Exhibit-1 (see note 1 below).
- 1.2 “EFFECTIVE DATE” means the date upon which CONTRACT takes effect as provided for in Chapter 18.
- 1.3 “EQUIPMENT” means all of the proprietary and non-proprietary equipment, materials and others including spare parts to be supplied by CONTRACTOR for CONTRACT EQUIPMENT as specified in Chapter-2 hereof.
- 1.4 “CONTRACT PRICE” means the contract amount defined in Chapter-3.
- 1.5 “BATTERY LIMITS” means the limits up to which the Contractor’s supplies/services are envisaged, as provided in Chapter-9.
- 1.6 “PATENT” means any and all patents and/or patent applications in India and all other countries, including all patents to be matured on such patent applications relating to Caustic Soda Plant and CONTRACTOR agree to supply as per this CONTRACT.
- 1.7 “START UP DATE” means the date on which HCL is produced & Steam at requisite pressure is generated from the CONTRACT EQUIPEMENT and which shall be confirmed in writing by both parties.
- 1.8 “ACCEPTANCE” means the date on which the performance test of the unit is successfully completed and the written acceptance of the unit is given by TCC.

Note-1; The design conditions and technical data including product specifications, etc.(as included in the Tender).

## **CHAPTER – 2**

### **CONTRACTOR’S SCOPE OF SUPPLY**

- 2.1 The proposal involves establishing of “provide know-how, basic & detail engineering service.
- 2.2 Supply of contract equipment
- 2.3 Erection/assembly of unit and start-up, commissioning, guarantee test run of the contract unit .
- 2.4 Commissioning including guarantee test run
- 2.5 Training of TCC personnel.
- 2.6 Supply of imported items for the equipment.
- 2.7 Supply of any Indigenous items for the equipment.
- 2.8 Supply of commissioning spares for the unit.

Note-2 Details of documents included in basic engineering package (as included in the Tender).

## CHAPTER – 3

### CONTRACT PRICE

3.1 Amount of CONTRACT PRICE: CONTRACT PRICE to be paid by TCC to CONTRACTOR for the scope specified in Chapter-2 is as follows :-

3.1.1 For basic & detailed engineering .....

3.1.2 For supply of imported items:.....

3.1.3 For indigenous items:.....

3.1.4 Erection, commissioning including start-up, guarantee test run and training of TCC personnel.

Note: While making your offer the total cost may be given with split figures for invoicing purposes.

## CHAPTER – 4

### PAYMENT TERMS

- 4.1 License ,Basic Engineering and detail engineering
- (i) 20% of the bill amount will be paid as advance against contractor's invoice within 30 days of signing contract upon producing a bank guarantee (from any Nationalized Indian Bank for equal amount valid for 24 months.
  - (ii) Balance 60% pro-rata basis upon mutually agreed weight age / milestones.
  - (iii) Balance 20% upon completion and acceptance of the plant and on producing the Performance Bank Guarantee (from any Nationalized Indian Bank valid for 24months.
- 4.1.1 Any tax payable in India towards Import of Technology pursuant to this contract and to be with held by TCC at source and paid to the department shall be borne by the contractor. As evidence of such tax payment, TCC shall obtain certificate of such payment from competent tax authorities and transmit the same to the contractor in addition to tax deduction certificates.
- 4.2 For supply of equipments (3.1.2 & 3.1.3)
- i) For supply of equipments 20% advance against bank guarantee of equal amount valid for 24 months.
  - ii) Balance 60 % - pro-rata payment against producing invoice/shipping documents and balance.
  - iii) 20% on production of Bank Guarantee valid up to 24 months(from any Nationalized Indian Bank).
- 4.3 For erection, commissioning including start-up, guarantee test run and training of TCC personnel.



- i) Advance 20% of the price against producing bank guarantee of equal amount valid up to the mechanical completion.
- ii) 60% payment on pro-rata basis on progress of work based on mutually agreed weightages / milestones.
- iii) Balance 20% on completion of the training of TCC personnel and acceptance of the plant.

#### 4.4 Income Tax deductions:

Any income tax payable in respect of such payment will be to the account of contractor and TCC shall be entitled to deduct such tax at source and pay the same to the department.

- 4.4.1 As evidence of such tax payments, TCC shall obtain certificate of such payment from competent tax authorities and transmit the same to Contractor. Income tax to be paid in India by any Contractor pursuant to execution of contract and to be withheld by TCC at source, shall be borne by the Contractor.

The Contractor shall furnish all information for the purpose of determining the taxability in respect of such payments.

- 4.4.2 The contractor will have to abide by all the statutory requirements and pay for the engaging labour / service personnel. The ESI, PF and other statutory deductions shall be as specified in TCC's General Conditions of the Contract (Annexure-1).

## **CHAPTER – 5**

### **CHANGES**

- 5.1 TCC reserves the right, during the course of engineering meetings to make changes in and/or additions to the specifications of equipment. No change order shall become binding unless it is confirmed in writing by the parties hereto.
  
- 5.2 If such changes and/or additions cause an increase or decrease in obligations of CONTRACTOR under CONTRACT, or affect the delivery schedule of EQUIPMENT, an equitable and reasonable adjustment of CONTRACT PRICE and/or the delivery schedule shall be made on mutual agreement basis.

## **CHAPTER – 6**

### **SHIPPING TERMS**

#### **6.1 Imported Equipment**

6.1.1 Contractor shall deliver EQUIPMENT to TCC on CIF Cochin port basis as per INCOTERMS 2000. Marine or other transit insurance shall cover the equipment up to the warehouse in the premises of TCC in Udyogamandal, Kerala, India.

6.1.2 Packing of equipment shall be of manufacturer's standard, which shall be appropriate for seaworthy export transportation.

#### **6.1.3 Date of Delivery**

The date on board of Bill of Lading shall be deemed to be the date of delivery of equipment.

#### **6.1.4 Shipping Advice**

Contractor shall give TCC or its nominated agent the shipping advice in writing immediately after shipment.

#### **6.2 Indigenous equipment**

6.2.1 The contractor shall deliver the equipment on FOR TCC basis. Transit insurance shall cover the equipment up to warehouse in the premises of TCC in Udyogamandal, Kerala.

6.2.2 Packing of the equipment shall be of manufacturer's standard, which shall be appropriate for indigenous transportation.

6.2.3 The date on which the equipment reaches TCC go-down shall be deemed to the date of delivery of equipment in case of indigenous equipments.

## **CHAPTER – 7**

### **TEST & INSPECTION**

- 7.1 TCC may send its representative to Contractor's plant and/or vendor's plant at TCC's expense to inspect or witness the test of equipment. CONTRACTOR shall notify TCC the date and place at least two (2) weeks prior to the date on which test or inspection is to be made. Such inspection or witnessing of the test of equipment by the representatives of TCC shall not in any way affect the liabilities of Contractor.
- 7.2 TCC may arrange third party inspection at TCC's expense to inspect or witness the test of equipment or can waive the inspection
- 7.3 Records and/or certificates of test and/or inspection shall be submitted to TCC by Contractor regardless of whether TCC's representative attend or do not attend such test and/or inspection.

## **CHAPTER – 8**

### **DELIVERY SCHEDULE**

CONTRACTOR shall deliver EQUIPMENT to TCC within ..... months of effective date of contract (See Exhibit-4) and will commission the same within .....days from the date of completion of plant erection.

Note: Detailed Schedule to be provided in Exhibit-4 ( as included in the Tender).

## CHAPTER – 9

### TCC'S SCOPE OF SUPPLY AND BATTERY LIMITS

9.1 All equipment, materials and engineering works outside battery limits shall be supplied and made available by TCC.

9.2 Equipment and materials that forms part of the CONTRACT EQUIPMENT shall be supplied/provided by CONTRACTOR.

Note: Exhibit-3 to contain detailed list of equipments. Items supplied by Contractor .

### 9.3 BATTERY LIMITS

The following battery limits shall be applicable for this Tender.

#### 9.3.1 INCOMING (During Normal Operation)

- 1) Hydrogen : At the main isolation Valve in the existing Acid Plant with pressure of 1200mm water column at 40deg C
- 2) Chlorine : At the main isolation Valve in the existing Acid Plant with pressure of 1000mm water column at 40deg C

Cl <sub>2</sub>	:	85.0 %
O <sub>2</sub>	:	12.0 %
H <sub>2</sub>	:	1.0 %
H <sub>2</sub> O	:	0.8 %
CO <sub>2</sub>	:	1.0 %
inert	:	0.2 %

- 3) Absorption water : At the ground floor level with a pressure of 2.0Kg/cm<sup>2</sup>g and 32°C  
Flow rate : 10 Nm<sup>3</sup>/Hr  
Conductivity : > 10 μ Siemens/cm

- 4) Boiler Feed water: from the soft water tank at 2.0 M head located in our existing boiler house.

At the required Point with a pressure of 2000 mm of water column.

Temperature 32°C

pH 10-11

Approximate flow rate 6M<sup>3</sup>/Hr

Total Hardness (CaCO<sub>3</sub>) < 5mg/l

Total Alkalinity (CaCO<sub>3</sub>) 600mg/l

Total Chlorides (CaCO<sub>3</sub>) < 100mg/l

PO<sub>4</sub> 100mg/l

- 5) Cooling water : Cooling water at 2.0Kg/cm<sup>2</sup>g and 32°C will be made available at the ground floor level.
- 6) Power: Power at specified ratings (415V/230V) for all the prime movers/instruments etc. will be made available.
- 7) Compressed air and instrument air: Instrument air at 4 – 6 Kg/cm<sup>2</sup>g and at a dew point of -7°C will be made available at the required points
- 8) Nitrogen gas at 2.5 Kg/cm<sup>2</sup>g will be made available from Nitrogen Generation Unit at the required points
- 9) Emergency Power: will be arranged by TCC. The tenderer shall give the total requirement of emergency power.

### 9.3.2 OUT GOING

- 1) 32 % –Hydrochloric acid at and temp of  $\leq 45^{\circ}$  C at the inlet of HCL Storage vessel in the Acid plant.
- 2) Saturated Steam at a pressure of 10 bar (g) at the equipment steam outlet
- 3) Cooling water – at a return pressure of minimum 0.5 Kg/cm<sup>2</sup>g at 42°C maximum.

4) Effluent : All effluents to be directed and terminated at our Effluent streams.

Vent gas from the tail gas absorber shall be directed to our dilute caustic scrubber unit.

Vent gas specifications

Flow rate : 300 Nm<sup>3</sup>/Hr Max

Temperature : ≤ 40 °C

HCl content at TGA outlet : 15mg/Nm<sup>3</sup>

Cl<sub>2</sub> content at TGA out let : 5 mg/Nm<sup>3</sup>



## CHAPTER – 10

### MECHANICAL WARRANTY ON EQUIPMENT

#### 10.1 Mechanical Warranty

10.1.1 The CONTRACTOR shall give warranty that the materials and workmanship of EQUIPMENT shall be free from defects and be in conformity with the specifications supplied by the CONTRACTOR.

10.1.2 The period of mechanical warranty shall be TWENTY FOUR (24) months from the date of successful commissioning of the plant.

10.1.3 Such mechanical warranty shall not cover loss or damage arising from occurrence of any of the following unless mutually agreed otherwise between the parties hereto.

- a) Failure of TCC to modify the existing PLANT in accordance with the instructions provided by CONTRACTOR.
- b) Malfunction or deficiencies caused by defective or inappropriate machinery, materials, and/or equipment, which are not supplied by CONTRACTOR.
- c) Mishandling or negligence or inappropriate operation, maintenance, storage or use of equipment.
- d) Failure to adequately maintain CONTRACT EQUIPEMENT in accordance with the instructions of CONTRACTOR and in accordance with the operation and maintenance manual to be provided by contractor, under the operating conditions more severe than the design range of CONTRACT EQUIPEMENT.
- e) Modification or alteration to CONTRACT EQUIPEMENT without contractor's prior written consent.
- f)

## 10.2 Remedies

10.2.1 Should any defects in design, materials and workmanship, be found, TCC shall notify contractor of such defects and contractor shall remedy the same in accordance with one or more of the following methods to be agreed up on between the parties hereto:

- i) Contractor shall, immediately after receipt of TCC's notice of defect, deliver to TCC on CIF/FOR TCC basis the part or whole of the equipment to replace the defective part or the whole of the equipment. TCC shall return the defective part(s) or equipment as the case may be to contractor as soon as practicable after receipt of such replacement part or the whole of the equipment by TCC. The freight and insurance charges involved in this shall be borne by contractor including duty, if any.
- ii) Contractor shall, immediately on receipt of TCC's notification of the defects, depute engineer(s) to CONTRACT EQUIPEMENT at their expense to provide the supervisory services for repair or replacement of defective part or equipment, if such deputation is required.

10.2.2 The skilled workers required for replacement work referred to in clause 10.2.1 above shall be arranged by and paid for by the CONTRACTOR.

## CHAPTER – 11

### PERFORMANCE GUARANTEE

#### 11.1 Performance guarantee.

- 11.1.1. The performance of the CONTRACT EQUIPMENT is to be proved as per performance guarantee furnished by the CONTRACTOR for a continuous period of 72 hours with respect to Unit's capacity for the output of acid and steam , product quality, Vent gas specifications, operating parameters and consumption of utilities.
- 11.1.2. Guarantee test runs are to be conducted after the plant is operated continuously for 7 days at an average load of 80% or on achieving full rated capacity continuously for 2 days after START-UP, whichever is earlier. The guarantee test run should be completed within six months from the date of completion of erection of the plant. During guarantee test run no standby equipment shall be used in parallel for proving the guarantee.
- 11.1.3. Successful completion of guarantee test shall not relieve the tenderer of his obligations and responsibility in any manner with regard to modification/rectification/replacement to meet warranty.
- 11.1.4. During the guarantee test run, if the plant fails to meet the guarantee figures, the contractor shall modify the plant and systems at his risk and cost to achieve the guarantees within the agreed stipulated time. The liability of the contractor in such an event shall as per clause 11.2 below.
- 11.1.5. If the unit does not perform to the efficiency figures, the contractor should modify/rectify/replace the system or equipment to attain the guarantee figures and conduct guarantee test run again as per Clause 11.1.

## 11.2 Liquidated Damages

Contractor's liability for non-fulfillment of guarantee shall be as follows:

- 11.2.1. If any of the guaranteed figure of performance of CONTRACT EQUIPEMENT is not attained during the performance guarantee test run, the contractor shall at TCC's option compensate TCC by paying liquidated damages as provided hereunder within thirty (30) days after both the parties mutually confirm the non-fulfillment of the performance obligations.
- 11.2.2. a) **Production capacity** : In case of any shortfall in production capacity from the guaranteed figures for reasons solely attributable to the Contractor, the Contractor shall under exclusion of any further claims, pay Liquidated Damages at the rate of
- For Steam  
Rs. 15 lakhs for every full 0.5% shortfall in the capacity from the guaranteed value. Provided that the short fall does not exceed 5%
- For HCL Acid  
Rs. 2.5lakhs for every full 0.5% shortfall in the capacity from the guaranteed value. Provided that the short fall does not exceed 5%
- b) **Product Qualities** : If for any reasons solely attributable to the Contractor, the guaranteed product quality is not reached, then the Contractor shall be under exclusion of any further claims, at its own cost carryout necessary modifications in the plant so as to achieve the guaranteed production qualities

11.2.3. In case the variations in the guarantee parameter is within the limits for which the Liquidated Damage is payable the Contractor have the option to repair or replace the plant to the extent to pay the Liquidated Damages as above.

11.2.4. In case of a shortfall in production capacity below 95% of the guarantee figure as evidenced by the guarantee test run due to the reasons solely attributable to the Contractor, the Contractor shall at its own cost carryout necessary modifications in the plant so as to achieve at least 95% of the guaranteed production capacity.

11.2.5. **Delay in Time Schedule** : In case of any delay plant start-up beyond the guaranteed schedule for reasons solely attributable to the Contractor, the Contractor shall pay Liquidated Damages at the rate of Rs 7 lakhs for every completed week of delay subject to a maximum of Rs.70 lakhs.

11.3 Guarantee of trouble free life of major components.

11.3.1. **Life Guarantee**

Contractor shall guarantee 24 months trouble-free operation of the CONTRACT EQUIPEMENT provided if operated in accordance with the manuals and instructions to be submitted by Contractor.

11.3.2 Notwithstanding the provision in Chapter 11, Clause 11.3.1 above, the guarantee shall not apply in the case of the following :-

For the replacement of major components as a part of scheduled periodical replacement specifically mentioned in the maintenance manual/procedure.

### **11.3.3 Remedies**

If TCC certifies and contractor acknowledges that any of major components failed to fulfill the guaranteed life set forth in 11.3 hereof; and such failure is solely attributable to contractor, the following remedies shall be taken.

11.3.4 Contractor shall supply TCC with new components to restore the performances of the equipment the normal condition, on FOR basis, free of cost. TCC shall then return such damaged spare at TCC's expenses on FOB basis.

## CHAPTER – 12

### SECURITY OBLIGATION

Any proprietary information or drawings disclosed or submitted by contractor to TCC hereunder shall be kept in strict confidence by TCC, and any content thereof shall not be disclosed by TCC to any third party for ten (10) years from the date of each disclosure of any proprietary information, without prior written consent of contractor.

Any proprietary information or drawings disclosed or submitted by TCC to the contractor shall be kept in strict confidence by the CONTRACTOR , and any content thereof shall not be disclosed to any third party for ten (10) years from the date of each disclosure of any proprietary information, without prior written consent of TCC

Obligation in this Chapter -12 shall not be applied to the information that;

Is published or hereafter become published or otherwise generally available to the public without fault of the receiving party.

Was in possession of the receiving party prior to the disclosure by the disclosing party which the receiving party can demonstrate by documents.

Is received on a non-confidential basis from a third party who is not under confidentiality obligation with the disclosing party which the receiving party can demonstrate by documents, or

Is disclosed to employees and agents of TCC for the purpose of establishing and operating the CONTRACT EQUIPMENT provided that TCC in turn binds such employees or agents to secrecy as stated herein.

## **CHAPTER – 13**

### **TENDER NOTICE**

The Notice Inviting Tender shall be deemed to be part of this agreement and incorporated therein.



## **CHAPTER – 14**

### **PATENT INFRINGEMENT**

If the use of know-how/technology supplied by CONTRACTOR hereunder in production of products in CONTRACT EQUIPMENT is alleged to infringe a valid patent or patents in India or other countries, of any third party, upon TCC/s notice in writing within thirty (30) days of such allegation being made, contractor shall at their expenses defend or settle said claim or at its expense defend or settle said claim or replace such EQUIPMENT with equipment not infringing in any way the said patents of such third party, such new equipment utility wise and performance wise being at least equal to equipments replaced.

Contractor may request TCC reasonable assistance in doing so at contractor's expenses. In the event that contractor settles the said claim, it shall, as a part of such settlement obtain for TCC retrospective right, free of additional payment for contractor or any third party, to use know-how under such third party's relevant patent(s). In any event, if TCC is called upon to pay any damages or compensation to such third party, the same shall be reimbursed to TCC by contractor.

## **CHAPTER – 15**

### **FORCE MAJEURE**

Force majeure referred to herein means an occurrence beyond the reasonable control and without the fault or negligence of the party affected including, but not limited to, Act of God, flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic, quarantine restriction, perils of the sea, war or threat of the same, civil commotion, blockade, arrest or restraint of government, rulers or people, requisition of vessel or aircraft, strike, lockout, sabotage, other labour dispute, explosion, accident or breakdown in whole or in part of machinery, plant, transportation or loading facility, governmental order or regulation, or any other causes or circumstances whatsoever beyond the reasonable control of the party affected.

Any delay or failure in performing the obligations under CONTRACT by either party hereto shall not constitute default under contract, or give rise to any claim for damages or loss or anticipated profits if so, the extent of such delay or failure is caused by force majeure.

If either party hereto shall delay or envisage delay in performing obligations under contract by reasons of force majeure, and cannot avoid or prevent said delay by any reasonable effort, it shall promptly notify the other party hereto of the occurrence of force majeure.

Under the circumstances of force majeure, both parties shall discuss in good faith to find appropriate counter measures to be taken.

After cessation of the intervention by such causes or circumstances as referred in Chapter-15 hereof, work and service under contract, however, shall be resumed as soon as practicably possible and contractual time limits shall be extended to the extent as affected by such intervention by aforementioned reasons

## **CHAPTER – 16**

### **ARBITRATION AND GOVERNING LAW**

#### **Governing Law:**

This contract shall be governed by the laws applicable to India.

All disputes arising out of the performance of the obligations under the CONTRACT shall be settled through amicable negotiations between the parties hereto and in case no agreement can be reached, they should be settled by arbitration by sole arbitrator under the provisions of the arbitration and conciliation act, 1996. If the parties are not able to nominate a sole arbitrator within a period of two (2) months from the conclusion of the unsuccessful negotiations for the settlement, each of the parties shall nominate an arbitrator as provided in the Arbitration and Conciliation Act, 1996 and the nominated arbitrators shall appoint the third arbitrator, then the third arbitrator shall be appointed in terms of the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Cochin, Kerala State, India.

## **CHAPTER – 17**

### **TECHNOLOGY UPDATING**

Contractor shall provide any other services required for the establishment of system and for updating the technology during 10 years operation.

## **CHAPTER – 18**

### **EFFECTIVE DATE**

CONTRACT shall be in full force and effect from the date when all of the following conditions have been fulfilled.

Receipt by TCC of all the approvals by our Government.

Receipt by CONTRACTOR of all necessary approvals by the Government of Contractor's country.

On receipt of initial payment by the contractor as per terms of contract.

Both parties hereto shall exercise due diligence and their best efforts in obtaining all such approvals, and if all such approvals have not been granted within six (6) months after execution of CONTRACT, each of the parties shall have the right to terminate CONTRACT and shall thereafter be under no obligation whatsoever to other party by virtue of CONTRACT, unless further agreement is reached between TCC and CONTRACTOR.

## **CHAPTER – 19**

### **TERMINATION**

Upon default by either of the parties hereto in the performance of any obligation hereunder to be performed by such party, the other party may give notice in writing to such party in default specifying the thing or matter in default. If such default is not be cured within two months following the service of such notice, the party giving such notice is entitled to terminate the CONTRACT. Such termination shall not relieve either party from any obligations accrued up to the date of such termination or relieve the party in default from liability and damages to the other for breach of CONTRACT.

Either party shall have the right to terminate the CONTRACT forthwith by giving the other party ten (10) days notice to that effect upon the occurrence of any of the following events to the other party,

Liquidation, bankruptcy or insolvency;

Termination of its business;

The appointment of any trustee, receiver or liquidator for substantially all of the assets of the business which trustee, receiver or liquidator is not discharged within thirty (30) days from appointment;

The attachment, sequestration, execution or seizure of substantially all of the assets, which attachment, acquestration, execution or seizure is not vacated within thirty (30) days from the institution thereof;

Judicial expropriation, nationalization or any sale of substantially all of the assets.

Notwithstanding the termination of CONTRACT, neither party shall be relieved from liability to the other party for any breach of CONTRACT, and obligation to pay any or all amount due then to other party with respect to the CONTRACT occurring prior to such termination or from secrecy obligations of Chapter-12 hereof.

IN WITNESS WHEREOF the parties hereto have set their hands on the date first above written.

Signed.....  
On behalf of TCC

Signed.....  
on behalf of Contractor

..... (Name)

.....(Name)

..... (Designation)

.....(Designation)

Witness:

Witness:

1)

1)

2)

2)

Note: There can be two agreements.

1. Agreement for Licensing of know-how and Basic Engineering, Detailed Engineering, and Technical Services.
2. Agreement for supply & commissioning of equipment.

**THE TRAVANCORE-COCHIN CHEMICALS LIMITED  
UDYOGAMANDAL**

**General Conditions of Contract**

- (i) TCC's ESI/PF practices for contract work as well as safety provisions stipulated have to be followed. If any worker employed by you meets with any accident in the course of the work, you will be liable to pay compensation.
- (ii) You must give the list of workers to be engaged by you for this work to our Chief Security Officer.
- (iii) Attendance particulars of all employees working under you for the contract shall be furnished to our Finance Controller on the 5<sup>th</sup> and 20<sup>th</sup> of every month.
- (iv) The workers already covered by PF and ESI by the contractor may furnish a declaration in the specified format by providing details of ESI and PF of each worker along with copy of monthly return substantiating the claim. In the case of workmen not covered by the contractor, the ESI and PF contributions shall be deducted from the contractor's account.
- (v) In case of damage to any of the TCC's equipments on his account of fault, intentional or unintentional on the part of the contractor, TCC reserves the rights to recover the cost of such damage from the contractor's bill.
- (vi) An amount equivalent to 1% of bill amount after deducting cost of departmental material is liable to be deducted from your running/final bills towards the contribution to Kerala Construction Workers Welfare Fund.
- (vii) The Contractor shall be liable pay compensation in the event of any worker employed by you meets with an accident arising out of and in the course of the work.
- (viii) The contractor shall provide all necessary safety measures to protect the public as well as his own workmen from accident. And shall be bound to bear all expenses of defense of any person for injury sustained owing to neglect of safety precautions and to



pay any damages and cost of awarded in consequence as per rules in force.

- (ix) The workers engaged by the contractor shall take particular care not to cause any damage to the company property and in case of any damage is caused, you have to take good loss incurred by the company by such negligent action.
- (x) In respect of labour directly or indirectly employed in work for performance of contractor's part to this contract, contractor shall at his own expenses, arrange for all safety provisions and shall also observe and abide by all safety regulations of the company.
- (xi) The work shall be carried out as per the instructions and to the satisfaction of Assistant General Manager (Projects ).
- (xii) The contractor shall bring his own men with required skill and tools for the work. Please ensure that only trained workers are engaged for the work. It should also be ensured that only tested equipments are used and should be verified / validated by the Electrical Department, TCC.

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