

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CENTRALISED MATERIALS, PD ADMINISTRITIVE BUILDING
UDYOGAMANDAL, COCHIN, KERALA – 683 501
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Website: <http://www.fact.co.in>

TRANSPORTATION OF FOOD BY COVERED VEHICLES AT FACT-UC
Enquiry No. MM/TS2/E18150 dated 21-06-2018

Online bids (TWO COVER SYSTEM) are invited from experienced Transport contractors for undertaking the works of transportation of food items to various plant areas in Udyogamandal Complex from FACT – UC Canteen in all the three shifts for a period upto 7-11-2019, through <https://eprocure.gov.in>, online e-Tendering portal.

EMD Rs.1,00,000/-.

Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bids is **07-07-2018 / 3.00 P.M.**

-Sd-

Asst. General Manager (Materials) T&S

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



Centralised Materials
Transports & ServicesFACT-PD Administration Building,
Udyogamandal – 683 501**NOTICE INVITING TENDER**
Enquiry No. MM/TS2/E18150 dated 21-06-2018

- 1.0 Online bids [two cover system] are invited from transport contractors who own / have control of minimum two covered vehicles such as Tempo Van - Metador Model / Tempo Traveller/ Tempo Van Standard /Tata 407 / TATA ACE / Mahendra Pickup / Piaggio Truck (Four wheeler) or Auto Rickshaw (three wheeler) for undertaking the work of transportation and distribution of food items from FACT – Udyogamandal Complex (UC) Canteen to the various destinations at Udyogamandal Complex in all the three shifts for a period as detailed in the special terms of works.



PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER
Visit <https://eprocure.gov.in> for online bid submission

2.0 General Information:

Enquiry No.	<u>MM/TS2/E18150 dated 21-06-2018</u>
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	07-07-2018 / 03.00 PM
Date & Time for opening of Part A of the Bid.	09-07-2018 / 03.00 PM (next working day of due date)
Contract Period	upto 7-11-2019 (tentative)
Name of Work/ Description	Transportation and distribution of food items to various locations in FACT – Udyogamandal Complex (UC) from FACT– Udyogamandal Complex Canteen
EMD	Rs. 1,00,000/- by NEFT/RTGS
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com 2) Mr. Julian Vijayakumar, Tel: +91 484 256 8629, 3) e-mail: julian@factltd.com

3.0 TENDER DOCUMENTS (e-TENDER)

Visit our website www.fact.co.in or Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bid submission shall be in electronic form through <https://eprocure.gov.in> only. See Annexure I 'Instructions to Bidders (e-Tender)'.

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4.0 GENERAL

- 4.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 4.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 4.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and binding on the bidders.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Asst. General Manager (Materials) T&S

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	6
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	4
4	Annexure IV	Check List for Commercial Terms	2
5	Annexure V	Scope of Work	4
6	Annexure VI	Special Terms & Conditions	5
7	Annexure VII	Standard Terms & Conditions	6
8	Annexure VIII	Compliance Statement	1
9	Annexure IX	Unpriced copy of Price bid format	1
10	Annexure X	Price bid format (BoQ)	1
11	Annexure XI	Proforma of Bank Guarantee for Security Deposit	2
12	Annexure XII	Proforma of Agreement	1

PRPD. BY :

CHKD. BY :

APPRD. BY :

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ANNEXURE - I**Instructions to Bidders**

- 1.0 Bidders shall study carefully the downloaded complete tender documents viz. NIT, Instructions to Bidders (ANNEXURE-I), Pre-Qualification Criteria (ANNEXURE-II), Special terms & Conditions (Annexure-VI) and Standard Terms & Conditions (ANNEXURE-VII), attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One scanned copy of the Instructions to Bidders, Special Terms & Conditions and Standard Terms and Conditions shall be signed on all pages by the bidders and shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form (Annexure III) and Check list (Annexure -IV) and Compliance Statement (Annexure VIII) duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at work places indicated in Scope of work. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate. Bidders may please refer to Annex.V for scope of work.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://e-procure.gov.in>, with valid digital signature certificate. **Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.**
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents which necessarily have to be submitted in originals as required in the enquiry, such as EMD Details (UTR No./Payment Receipt/Challan), Solvency Certificate etc., as applicable, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offers submitted online.
- 3.3 The cover(s) containing the documents in original to be submitted offline as required in the enquiry documents shall be duly super scribed with Enquiry No., Due date of enquiry, bidder's name, address and contact details. The documents shall be submitted to
The Asst. General Manager (Materials) T&S,
Centralized Materials, PD Administration Building,
FACT Ltd., Udyogamandal PO, Kochi – 683 501, Kerala
- 4.0. **Period of Contract:** The period of contract shall be upto 7-11-2019 from the date of commencement of work as per Letter of Intent / Work order. Contact can be extendable at FACT's option up to a period of three months with same rates, terms and conditions

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APPRD. BY :

DATE :

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5.0 **SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**

6.0 Bid documents shall consist of Part-A and Part B as detailed below:

6.0.1 **Part A (Pre-qualification-cum-Techno Commercial Bid) shall contain:**

1. Documentary proof of such as scanned copy of EMD details (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with testimonials.
2. Scanned copies of supporting documents for Pre-Qualification (see Annexure II).
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and Special & Standard Terms & Conditions (Annexure VI and VII).
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form' (Annexure III).
5. Signed and duly filled up Check List for Commercial Terms' (Annexure IV) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement' (Annexure VIII)
7. Signed "Un-priced bid (Annexure-IX)", shall be indicating "QUOTED" in the column. Rates shall not be indicated in Un-priced Bid.

6.0.2 **Part-B: shall comprise of the filled Price bid. The filled price bid ie. BoQ attached to the tender shall be uploaded after filling all relevant details such as name and address of the bidder, rates etc. as applicable.**

6.0.3 The priced BoQ (ANNEXURE-X) shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.

6.0.4 Fill-in all the relevant fields of the BoQ in value as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil(not Quoted). No claim or revisions shall be entertained in this regard.

6.0.5 Bidders shall quote prices in the BOQ only and not in elsewhere. No other documents shall be enclosed with Price Bid (BOQ).

6.0.6 Rates shall be quoted in the same unit of measure given in the BoQ and shall be considered accordingly.

6.0.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.

6.0.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

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CHKD. BY :

APPRD. BY :

DATE :



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7.0 BID OPENING:

- 7.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 7.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

8.0 EARNEST MONEY:

- 8.1 **Earnest Money Deposit (EMD) – Rs.100,000/-** shall be furnished only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India(Formerly SBT), Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt / UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 8.2 If any bidder retracts from or revises his bid during its validity period or fails to submit Security Deposit and execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

9.0 PURCHASE PREFERENCE:

Bidders registered with MSME are eligible for certain preferences/benefits as per directives of Ministry of Micro, Small and Medium Enterprises (MSME) issued from time to time. Proof of registration shall be scanned and signed by the Gazetted Officer and uploaded with Part A bid failing which bidders shall not be eligible for such benefits.

10.0 DEVIATIONS:

- 10.1 Deviations in the tender clauses shall not be accepted.
- 10.2 FACT reserves the right to reject the offers with deviations without further correspondence.
- 10.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.

11.0 CONFORMITY:

Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidders must certify in the form of compliance Statement that his bid complies with all Enquiry documents.

- 12.0 Bidders shall meet all expenses in connection with submission of his bid, meetings, clarifications etc.

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APPRD. BY :

DATE :

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13.0 Rates:

- 13.1** Bidder shall quote his lowest rate for the work strictly as per the BoQ (Price Bid format Annexure-X). Bidders shall quote for all items of work in the Price Bid format. Bids not complying with the above are liable to be rejected.
- 13.2** The Un-priced bid (Annexure-VIII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED" in the columns. Rates shall not be indicated in Un-priced Bid (Annexure-IX).
- 13.3** Bidder shall quote all-inclusive rate for the work, but **exclusive of GST**. GST, if applicable, will be payable extra by FACT as per statutory notification.
- 13.4** The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other rights to claim damages.
- 13.5** The rate quoted for each item of work shall be inclusive of all the costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers etc., but excluding GST as applicable. Bidder shall quote the rates for all the items of work as per the Price Bid Format (Annexure-X). Bids not complying with the above will not be considered.

14.0 Evaluation of Bids:

- 14.1** Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 14.2** Bidders shall quote rates for all the items of work, against Schedule of work in the Price Bid Format (BoQ) vide Annexure – X. Bids not complying with the above will not be considered.
- 14.3** Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all the items of Schedule of work, which will be arrived at based on the rates quoted by a bidder for each item for the corresponding quantities indicated, as given in the price bid format.
- 14.4** In case more than one bidder become L1, based on the evaluation method as above, contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.
- 14.5** Work Order shall be issued to the L1 bidder for all the items of work under schedule of work based on the rates offered by the L1 bidder.

15 SECURITY DEPOSIT:

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE :
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- 15.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value for 2 years**, by DD or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed (Annexure-X), within 10 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.
- 15.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements be made at the risk and cost of the Contractor.
- 16.0 Work order shall be issued by The Asst. General Manager [Materials]- TS. The contract will be administered by The Dy.Manager(Welfare) -UC. Any information on site familiarization/nature of work, if required by the bidders, can be had from The Deputy Manager, Welfare Department, FACT(UD) [i.e.Dy.M (Welfare)-UC] (Tel: 256 8353 / 7237). For any clarification on this enquiry, Asst.General. Manager (Materials) T&S / (Tel: 256 8260/ 2568629), Centralised Materials, FACT Ltd., PD-Administration Building, Udyogamandal, may be contacted. The bidders are advised to duly get themselves informed of all the details they require before submitting their bids.

17.0 PURCHASER'S RIGHT:

FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders. FACT reserves the right to negotiate with the lowest bidder.

18.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence on the date specified in the Letter of Intent/Work Order. The successful Bidder shall be required to execute an Agreement with FACT, within 15 days of the receipt by him of the Work order issued by FACT for carrying out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs.200/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.

19.0 GENERAL:

- 19.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online and also published in our website/ CPP portal. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 19.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in e-procurement portal and our website as a corrigendum. Bidders are requested to

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

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counter check with FACT website/portal before submitting their bids.

19.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.

19.4 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. All correspondences relating to above shall be made in English to THE DEPUTY GENERAL MANAGER (MATERIALS) PST, FACT LTD., CENTRALISED MATERIALS, UDYOGAMANDAL PO, KOCHI, KERALA-683 501, referring to the enquiry number and date.

The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

19.5 Work order shall be issued by Asst. General Manager (Materials) T&S. The contract will be administered and executed by the Dy.M (Welfare)-UC or any officer authorised by him.

20.0 TENDER UPDATES:

Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in>) regularly for any updates/corrigendum on the tender, including extension of due date, if any. No other mode of communication shall be made in this regard.

21.0 FRAUD PREVENTION POLICY:

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in.

Asst. General Manager (Materials) T&S

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

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Annexure II**PRE QUALIFICATION CRITERIA**

- 1.0 Pre-Qualification Criteria to be met by the Bidders:
- 1.1 Bidder should have experience in undertaking at least one similar job (transportation, catering etc.) for a minimum contract value of not less than Rs.2.00 lakhs for any organization during any one of the last 5 years as on date of opening of Part A Bids. Bidder shall enclose copies of the Work order with Performance and Experience certificate specifying the amount with reference to the work order issued by the contractee with Part A bid as documentary evidence. For this purpose, the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts., which do their work mainly through public contracts, shall be considered for acceptance.
- 1.2 Bidders must own/ have control of minimum two covered vehicles such as Tempo Van - Metador Model / Tempo Traveller/ Tempo Van Standard /Tata 407 / TATA ACE / Mahindra Pickup / Piaggio Truck (Four wheeler) or Auto Rickshaw (three wheeler) on the date of opening of bid and till the expiry of the contract period if contract awarded with sufficient proof either in partners name or firm's name. Documentary evidence in support of the above shall be submitted along with the bid. In case of lease, lease agreement in original (in Rs.200/- stamp paper) shall also be enclosed along with the bid.
- 1.3 Bidder must be of sound financial standing. The bidder shall enclose along with pre-qualification bid any of the following documents towards proof of financial soundness:
- Copy of latest Income Tax return.
 - Copies of audited balance sheet and Profit & loss Account for last 3 financial years.
 - Solvency certificate for a minimum of Rs. 1 lakh from a Nationalised/Scheduled Bank, issued not earlier than the date of enquiry
- 1.4 Must have a representative in Cochin / nearby areas with communication facility and sufficient authority to co-ordinate day-to-day activities with FACT at Udyogamandal.

Bidders not fulfilling 1.1 to 1.4 above will not be considered.

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :


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TRAVANCORE LIMITED**


Annexure III

VENDOR DATA /UPDATION FORM
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)
TRANSPORTATION OF FOOD BY COVERED VEHICLE/S AT FACT-UC
TENDER NO. MM/TS2/E18150 dated 21.06.2018

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give the full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification.

Sl. No.	Description	To be filled in by vendor
1	Name of the bidder/firm	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	
17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company/ Hindu Undivided Family/ Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors	
21	CATEGORY:	
a	Whether the entrepreneur comes under the given status (please tick and attach document)	Micro/ Small/ Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

22.0 Details of Covered vehicle proposed to be used for the subject work.

Sl. No.	Reg. No. of vehicle	Model	Approved carrying capacity of vehicle (MT)	Platform Length	Platform Width	Platform Height from Ground level

(Copy of relevant documents such as R.C. book, permit, fitness, insurance coverage for vehicle etc. to be enclosed. Originals to be submitted for verification, if required by FACT).

23.0 FINANCIAL WORTHINESS

Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings

Working Capital that can be mobilised for two months operation of the contract with supporting details

Rs..... lakhs

24.0 Details of credit / limits facilities enjoyed :

(Certificate from Bank regarding working capital mobilisation to be enclosed)

Sl. No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.	Amount of credit limit sanctioned Rs.

24.1 Details of Profit & Loss Account and balance sheet

(Please enclose copies for the preceding three financial years (duly audited))

25.0 Bidders experience in any of the previous five years as on the date of opening of Part-A Bid shall be furnished as per the format below (Attach Certificates from Organisation served):

Name of the Organisation	Description of work with Work Order No. & Date	2013	2014	2015	2016	2017

25.1 Credentials to be submitted for meeting Pre-qualification criteria.

(i) Work order with value

(ii) Experience certificate and Work completion certificate with value of work completed,

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

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TRAVANCORE LIMITED**



- issued by the Organisation.
- (iii) Copy of latest Income Tax return.
- (iv) Copies of audited balance sheet and Profit & loss Account for last 3 financial years.
- (v) Solvency certificate for a minimum of Rs. 1 lakh from a Nationalised/Scheduled Bank, issued not earlier than the date of enquiry

26. **Pan No:**

(Attach Photocopy of Pan Card)

27. **Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT.**

:..... Days.

28 OTHER DETAILS:

1	Have you ever been blacklisted by Government Department, Public Sector, Quasi Government, Undertaking		
29	Details of EMD:Rupees One Lakh(1 lakh)		
	Name of Bank/issuing Branch	UTR / Challan /Receipt No.	Date

30. Please furnish the following details along with your Banker's Authorisation letter:

1	Income Tax PAN No.	
2	GST Registration No.	
3	Name of the Bank with address	
4	Name of the Branch with address	
5	MICR Code	
6	IFSC Code	
7	Account Type	
8	Bank Account No.	
9	Account holder's Name	
10	Vendor email address	

31. Following documents shall be enclosed along with Part-A of Bid

1. Proof of constitution of firm.
2. Copies of the RC Book, Insurance & Fitness Certificate etc.
3. In case of leased vehicle, in addition to the above, lease agreement in Rs. 200 stamp paper also shall be enclosed.
4. Copy of "Permanent Account Number" (PAN) Card.
5. Copy of GST registration.
6. Copy of latest Income tax return / Audited Balance Sheet and P&L account for last 3 financial years/ Solvency certificate for a minimum of Rs. 1 lakh from a Nationalised / Scheduled Bank, issued not earlier than the date of enquiry
7. Copy of Registration certificate with Labour Dept./ PF / ESIC.
8. Experience Certificate/work order copies/performance Certificate from Clients.

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

DECLARATION

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render us liable for disqualification. I/We also declare that all statutory requirements and obligations required for employing labourers for the work as per this enquiry shall be met by me/us in case award of work. Necessary registration from Labour/PF/ESI Departments, as applicable, will be arranged prior to commencement of work.

Date:

Name of Bidder:

Place

Signature of Bidder:

(Seal)

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



ANNEXURE-IV**CHECK LIST FOR COMMERCIAL TERMS****[Please return this format duly filled along with Part A of the offer]**

Sl. No.	Terms	Bidder Confirmation
1	EMD (Rs.100,000/-): Submission (through RTGS/NEFT only) Mention UTR No. also.	
2	<u>Pre-Qualification Criteria:</u> Credentials to be submitted for meeting Pre-qualification criteria:	
i	a) Copy of work order or service contract issued in the name of the bidder by the organisation / client served. b) Performance / Experience certificate issued in the name of the bidder by the organisation / client served certifying successful execution of the service for at least one year	
ii	Details of Vehicles as required against PQ criteria 1.2	
iii	Copy of latest Income Tax return / Copies of audited balance sheet and Profit & loss Account./ Solvency certificate for a minimum of Rs. 1 lakh from a Nationalised / Scheduled Bank, issued not earlier than the date of enquiry	
iv	Office in Kochi / nearby areas	
3	MSME/NSIC Registration Certificate duly attested by a Gazetted Officer	
4	Proof of Constitution of Firm	
5	Copy of PAN Card	
6	Service Tax Registration Certificate	
7	Bidder's Registration details with Labour/PF/ESI Authorities	
8	VALIDITY OF OFFER: (Offer should be valid for 120 days from the date of opening of Part A Bids)	
9	<u>EVALUATION OF BIDS:</u> Evaluation of bids and determination of the L1 bidder shall be based on the lowest total value for each item separately as given in the price bid format. Work Order will be issued based on the L1 rate.	
10	<u>RATE:</u> The rates shall be FIRM and The rates quoted for the work shall be inclusive of all the costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers etc., but excluding service tax payable by FACT.	
11	<u>PAYMENT:</u> The bills for the work done shall be settled on fortnightly basis, based on certification by Deputy General Manager (HR) or his authorised representative.	
12	<u>SECURITY DEPOSIT</u> (interest free): Applicable @5% of total contract value and shall be submitted within 15 days of issue of the work order.	

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13	<u>AGREEMENT:</u> From the date of receipt of WOs/LOI, an agreement shall execute within 15 days, in stamp paper of requisite value as per FACT's proforma.	
14	<u>WORKING HOURS:</u> The contractor shall have to undertake the work round the clock on all days or as per direction from contract administrator.	
15	<u>JURISDICTION:</u> Any legal proceedings relating to the Order shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam	

Date:**Signature of the bidder:****Seal**

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Annexure-V**Scope of Work**

(a). Transportation of Tea, Tiffin Carriers, Snacks, Night Tiffin and Hot Water to locations as per annexure I in all the 3 shifts including Sundays and holidays.

(b). The contractor shall provide vehicles with drivers and workers to carry out the activities as per the schedule of work. The worker shall wear blue colour jacket for identification. The contractor shall produce a medical fitness certificate in respect of the workers engaged from a government medical practitioner once in a year.

(c). The workers engaged by the contractor will have to wash thermo flasks and kettles used for the distribution of Tea, Tiffin boxes with hot water in the canteen in each time of supply. The kettles used for the supply of hot water are to be washed thoroughly with hot water.

Schedule of Work

Shift	Time	Details of Work
12/8	2.00 AM	Supply of Tea & Tiffin at various locations of the plant as per annexure A and take back flasks/kettles after 30 minutes.
	5.00 AM	Supply of Tea as per annexure A and take back flasks/kettles after 30 minutes
	6.00 AM	Supply of hot water in kettles as per annexure B
8/4	8.30 AM	Supply of Tea at various locations of the plant and collection of empty tiffin carriers from the areas concerned as per annexure A and take back flasks/kettles after 30 minutes
	10.30 AM	Filling & distribution of filled tiffin carriers at various locations as per annexure A
	11.00 AM	Supply of hot water in kettles as per annexure B
	1.30 PM	Supply of tea at various locations as per annexure A and take back flasks/kettles after 30 minutes.
4/12	5.00 PM	Supply of Tea at various locations of the plant and collection of empty tiffin carriers from the areas as per annexure A and take back flasks/kettles after 30 minutes
	6.00 PM	Supply of hot water in kettles as per annexure B
	07.00 PM	Filling meals & distribution of filled tiffin carriers at various locations as per annexure A
	09.15 PM	Supply of tea at various locations as per annexure A and take back flasks/kettles after 30 minutes.

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Annexure A**BOOTH SERVICE AREAS****12/8 SHIFT**

SI.NO.	AREAS
1	WELDING, POLLUTION CONTROL ,INSTR.
2	ACID LAB. DCDA & SO2
3	NORTH GATE CISF & TRAFFIC OFFICE
4	MELTER , SULPHUR CHARGING/CRANE OPRS.
5	MAIN LAB, CISF CONTROL ROOM, SOUTH GATE, FILTER BED
6	11K V, OFFSITE, HEAVY
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB
8	TRAFFIC, BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER)
9	BOILER, IMPORT ACID, , PHOSPHATE MECH.& ELE(SHUT DOWN WORK TIME)
10	150 TPD PHOSPHATE – GROUND FLOOR - ISSUE CLERK , BAGGING OPERATOR
11	150 TPD PHOSPHATE – CONTROL ROOM & LAB , FIRE & SAFETY, 110 K V,

8/4 SHIFT

SI.NO.	AREAS
1	11 K V, OFFSITE, RUBBER LINING & WELDING, INSTR. MAIN OFFICE
2	ELE, INSTR, POLLUTION CONTROL, ACID OFFICE ,LAB., ACID MAINT., DCDA, SO2
3	MELTER , SULPHUR CHARGING/CRANE OPRS.
4	NORTH GATE CISF, TRAFFIC OFFICE
5	SOUTH GATE, ESTATE, TOWNSHIP CIVIL & ELE, FILTER BED
6	HEAVY, UTILITIES, MECH. OFFICE
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB , PM'S OFFICE
8	BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER), TRAFFIC
9	BOILER, IMPORT ACID, PHOSPHATE ELE, MECH.
10	150 TPD PHOSPHATE – MECH ., TRAFFIC, BAGGING OPERATOR
11	150 TPD PHOSPHATE - CONTROL ROOM & LAB, TRAFFIC, BAGGING OPR,
12	MAIN LAB, TIME OFFICE, FIRE & SAFETY, 110 K V,

4/12 SHIFT

SI.NO.	AREAS
1	WELDING, POLLUTION CONTROL ,INSTR.
2	ACID LAB. DCDA, SO2
3	NORTH GATE CISF&TRAFFIC OFFICE
4	MELTER , SULPHUR CHARGING/CRANE OPRS.
5	MAIN LAB, SOUTH GATE, FILTER BED
6	11K V, OFFSITE, HEAVY
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB
8	TRAFFIC, BAGGING AREA + INSTR + H2SO4 HANDLING(SUPER)
9	BOILER, IMPORT ACID, PHOSPHATE MECH.
10	150 TPD PHOSPHATE – GROUND FLOOR - ISSUE CLERK , BAGGING OPR-
11	150 TPD PHOSPHATE –CONTROL ROOM & LAB , FIRE & SAFETY, 110 K V,

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Annexure B**HOT WATER SUPPLY POINTS –FERT PLANTS**

SNO	AREA	NO. OF KETTLES		
		8/4 SHIFT	4/12 SHIFT	
1	POLLUTION CONTROL	1	1	
2	NORTH GATE TRAFFIC	SERVE	SERVE	
3	ACID PLANT-DCDA	2	2	
4	III STAGE – BAGGING	3	3	
5	III STAGE - CONTROL ROOM	2	2	
6	III STAGE TRAFFIC	SERVE	SERVE	
7	IV STAGE - CONTROL ROOM	1	1	
8	IV STAGE BAGGING & TRAFFIC	1	1	
9	INSTRUMENTATION MAIN OFFICE	1		
10	SCT BUILDING	3		8/4 ONLY
11	FIRE & SAFETY	1	1	
12	110 KV	1	1	
13	NEW SULPHATE - IST FLOOR	1	1	
14	NAS BAGGING & TRAFFIC	2	2	
15	STORES	2		8/4 ONLY
16	RAP CONTROL ROOM	2	2	
17	FRONT END	1		8/4 ONLY
18	RAP CPP	1	1	
19	RAP OFFCE AREA	1	1	
20	RAP NITROGEN AREA	1		8/4 ONLY
		1	1	
	TOTAL	28	20	

HOT WATER SUPPLY POINTS PETROCHEMICAL PLANTS

SNO	AREAS	NO. OF KETTLES		
		8/4 SHIFT	4/12 SHIFT	
1	WORKSHOP	2		
2	ELECTRICAL WORK SHOP	2		
3	FIRE&SAFETY	2	1	
4	CONTROL ROOM	2	1	
5	HEAVY	2		
6	DM WATER PUMP, CIVIL & MECH MAINT. OFFICE	1	1	
7	HYAM, ANONE PLANTS, HAYM MAINT., ANONE MAINT.	1	1 (At DM Plant only)	

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8	CYCLO HEXINE	2	1	
9	WASTE WATER TREATMENT PLANT	1	1	
10	LACTAM TECH. ROOM	1	1	
11	LACTAM MAINTENANCE	1		
12	STORES	1		8/4 ONLY
14	KHI BOILER	1		
15	CPP CONTROL ROOM	2	1	
16	LACTAM BAGGING & LOADING	3	3	
17	AMMONIA HANDLING	2	1	
18	TANK FARM & FIRE WATER PUMP HOUSE	1	1	
19	NITROGEN PLANT	1	1	
20	INSTR.(BEHIND ELECTRICAL)	1		8/4 ONLY
		29	14	

Note : The number of tea points / hot water points and distribution area may change from time to time based on requirement and contractor will have to supply the items as directed by the shift in charge (Cafeteria)

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Annexure VI**SPECIAL TERMS AND CONDITIONS**

1. The contactor shall transport and serve the items mentioned as per Annexure V using his own workers and vehicles from UC Cafeteria to identified locations / service points in the time prescribed for the purpose. The contractor shall engage suitable covered vehicles with one worker and one driver in both the vehicles provided by the contractor.
2. The contractor shall ensure timely supply of meals, tiffin carriers, tea, tiffin, hot water etc. at various service points as per the provisions of the contract. Tea is to be supplied in thermo flasks / kettles to the employees at designated locations / service points earmarked in each plant / department as existing and as may be decided by FACT from time to time.
3. The contractor is bound to supply extra items, if required as per the instruction of the shift in charge.
4. The distribution of food items should not be interrupted due to Hartal, Bandh, strike etc. and the contractor shall make necessary arrangement during such situations.
5. The Contractor should strictly observe all the rules and regulations, bye-laws and also directions issued from time to time by the Central and State Government, local and other authorities. The contractor shall arrange at his expense all necessary permits, certificates and licenses required as per the applicable laws, regulations and other rules in force at the place where the work is to be performed. The contractor shall further hold FACT immune from any liability or penalty, which might be imposed by reasons of any asserted or established violation of such laws, regulations or other rules.
6. The Contractor shall also be liable to pay any fees, taxes, etc., levied by the local or other authorities.
7. The Contractor's workmen will be provided meals, tea, snacks and tiffin, if required, on cost basis and the cost of the items supplied will be deducted from contractor's bill.
8. In the event of failure on the part of the contractor to supply the requirements in time, FACT shall make alternative arrangement and any expense incurred by FACT in this connection shall be recovered from the contractor without prejudice to FACT's other rights under the contract. In case of late supply by ten minutes a penalty of Rs.500/- per occasion will be imposed. For violation of any terms of contract, FACT Management shall have the powers to impose a penalty on the contractor up to Rs.5000/day at the discretion of the Management. This will however not limit the right of the Management to terminate the contract for non performance.
9. Tiffin is to be supplied to employees against coupons issued by the Welfare

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department of FACT UC. Coupons collected by the contractor are to be submitted to UC Cafeteria on a day-to-day basis.

10. The employees of the contractor on duty shall be healthy and shall always wear clean and neat uniform different from FACT employee's uniform. The driver of the vehicle should possess valid driving license.
11. Pre-employment medical examination should be done for workers employed by contractor in FACT. Periodical medical examination at least once in a year should be done for workers, which must include (a) routine blood examination (b) Rectum and bacteriological examination of faeces and urine and (c) other relevant tests like X-ray, chest etc., if considered necessary. The Contractor should arrange for the medical examination and production of certificate from any of the hospitals with whom FACT has an agreement. The Contractor shall not employ or permit to be employed or allow entry or the presence in the premises of any person suffering from any contagious disease or found medically unfit for employment in the canteen.
12. Fire fighting equipments facility will be available in the Company and it is the responsibility of the Contractor that his people will also be familiarized with the fire extinguisher. The Contractor should instruct his Workers to follow all safety rules and he shall ensure that all his workers attend the Safety training provided by the Company.
13. The contractor shall employ necessary workers and all of them shall be under the control of contractor and he shall discharge all obligations as employer in respect to the workers employed in the canteen. For all purposes, he/she is the employer of these canteen workers. He shall not engage any worker below the age of 18.
14. The Contractor shall furnish a list of employees shift wise to the Company. He should also obtain necessary entry pass for all his employees working in the Company premises with the permission of Deputy Manager(HR-W)-UC. The contractor should ensure that the workers engaged by him are not paid less than the notified minimum wages. The contractor shall produce police clearance certificate in respect of the workers engaged by him along with pass request application.
15. The Contractor shall maintain cordial relationship with FACT employees and others permitted to take meals in the canteen and should not give any room for complaints in the behaviour of his/her employees. The contractor shall ensure orderly /disciplined behaviour of workers employed by him.
16. The contractor shall abide by the requirements of all the relevant labour laws and shall discharge all obligations in respect of his workman as enumerated in labour enactments like Factories Act, Industrial Disputes Act, EPF Act, ESI Act, Payment of Bonus Act, Payment Of Wages Act, Contract Labour (Regulation and Abolition) Act, Employee Compensation Act Etc. and shall be solely responsible for compliance of all the provisions in such enactments. The persons engaged for work, shall have no lien or claim whatsoever on FACT. The Contractor shall be liable to FACT for loss caused

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DATE :


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to it as a result of any act or omission of those workers engaged for work. FACT shall not involve in any dispute or claims that may arise between the contractor and those engaged by him/her to work in the canteen.

17. The Contractor shall ensure that workers engaged / to be engaged by him do not suffer any legal disqualification for services by reason of his age or any law or statute in force from time to time or any other reason whatsoever.
18. The employee of the Contractor shall be liable to be searched by CISF and shall have to strictly observe the Company's direction relating to cleanliness, wearing of identification badges etc.
19. If the Company is not satisfied with the services or conduct of any of the workers of the Contractor for any reason whatsoever, the Contractor shall remove such workers from the Company's premises.
20. Contractor must obtain valid labour license as per rules issued by the Competent Authority and must produce it before the commencement of the work and it shall be renewed from time to time to maintain its validity.
21. The Contractor shall register his employees under the E.S.I Act and Employees Provident Fund and Miscellaneous Provisions Act and regulations framed their under and pay the contribution, charges and other amounts payable under the said enactments and also submit the returns, statements etc and maintain all registers and records required under such provisions of law. If the contractor commits any defaults as above and the company have to sustain any loss or damage by making payments due to the authorities mentioned above in discharge of the statutory liability on behalf of the contractor, the company shall have every right to deduct such amount from the bill amount payable to the contractor.
22. The Contractor should ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and his Supervision to ensure the safety at work site.
23. The Wage Roll, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the Contractor and shall be handed over to the Management at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said Contractor for the said period
24. It shall be Contractor's sole responsibility to protect his workers against accident from any cause and he shall indemnify and protect FACT against any claims for damage for bodily injury to person or property resulting from any such accidents.
25. All the utensils used for serving meals, tea and tiffin shall be washed with soap solution and rinsed with hot water in every shift. Since the Company is an ISO 14001 certified one, the contractor shall strictly follow the instructions of the Company in this

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regard.

26. The utensils like flask, kettles and glasses etc will be handed over to the contractor at the beginning of the contract. The contractor should return the items so collected without any damage, to the Company, at the end of the contract. Any loss / damage of equipment, building, utensils etc handed over to the contractor shall be either set right by the contractor or the actual cost shall be recovered from the contractor's bill. The Contractor shall replace/repair at his own cost any equipment / utensils damaged.
27. Contractor shall indemnify and hold FACT 'not liable' of any claims from third party and / or the workers of the contractor or of agencies engaged by the contractor consequent to any omission, commission, neglect, act, failure to act by the contractor or his workers or due to non-observance of statutory rules and regulations by any of them.
28. The Contractor shall be solely and exclusively responsible for engaging suitable persons for the execution of the work. All disputes or differences between the contractor and his workers shall be settled by him amicably without resulting in any interruption of work or service. The company will not have any liability whatsoever concerning the workers of the contractor. The contractor should maintain proper records / registers as required by the statutes and submit them to the Company as and when required.
29. All workers engaged by the contractor shall be on his payroll and shall be paid by him. Wages, statutory and non-statutory benefits etc to his workers shall be borne by the contractor and shall be paid within the stipulated time.
30. All statutory requirements / obligations should be met by the contractor in respect of the workers concerned. FACT shall not make any payment to the contractor other than the rates agreed in the contract.
31. The contractor shall adhere to and enforce all security, safety, fire protection and other rules of FACT during the performance of the work.
32. If the contractor fails to fulfil his obligations in execution of the contract to FACT's satisfaction, for whatsoever reason, FACT reserves the right to terminate the contract in whole or in part and employ any other agency. In such an eventuality, the contractor's security deposit will be forfeited without prejudice to FACT's further right to claim compensation from the contractor for any losses and /or damages suffered by FACT as a result of such arrangement. FACT shall not be liable to pay any compensation to the Contractor or any loss he may incur consequent to the above measures of FACT.
33. If any work entrusted with other parties or done departmentally is obstructed by, interfered with or caused to be interfered with, to the detriment of FACT's interest by the Contractor or his workers, the contract will be terminated without notice and the remaining work for the balance period of the contract will be arranged by alternative

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means at contractor's risk and cost. The decision whether the FACT's work has been interfered with or obstructed will be taken by FACT and it shall be final.

34. The contract can be terminated by Management by serving one months notice. The premises, all utensils, furniture and appliances entrusted to the Contractor shall be returned on the date of such termination of the Agreement intact and in good condition. The contractor shall be liable to make good any loss or damage to such property on the date of such termination or within such reasonable time as may be determined by the Management.
35. The contract shall be administered by Deputy Manager(HR-W)-UC or his authorized representative. Dy General Manager (HR) in charge of Welfare shall be the over-all authority for all the activities related to this contract and his/ her decision shall be final and binding
36. FACT shall not be responsible either directly or indirectly in any manner whatsoever for any omission or commission of the Contractor.
37. This order shall be subject to and shall in all respects governed by Indian Law. Any dispute or difference connected with or arising out of this order shall be referred to the General Manager (UC) of FACT and his decision will be binding on the parties. Any legal proceedings related to this order shall be limited to the courts of Law under the jurisdiction of the Hon'ble High Court of Kerala at Ernakulam.
38. The rates shall be firm for the period of contract and no rate revision will be given on any account including diesel price variations.
38. The contract shall be initially for a period upto 07-11-2019 and may be extended for a period of 3 months at FACT's option. However, the company reserves the right to terminate the contract partially or fully during the course of the contract by giving one month notice.
39. The contract if extended (for period not exceeding three months from the date of expiry), shall be at the same rates, terms and conditions and the contractor would be required to continue the work as per the work order terms and conditions .

OTHER TERMS AND CONDITIONS:All other terms and conditions shall be as per our "Standard Terms and Conditions of Contract - Annexure – VII. In case of any contradiction between Special Terms and Conditions – Annexure – VI and Standard Terms and Conditions of Contract – Annexure – VII, Annexure – VI "Special Terms and Conditions" will prevail.

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Annexure- VI**STANDARD TERMS AND CONDITIONS OF CONTRACT****00. CONTENTS :**

01. *GENERAL:*
02. *SECURITY DEPOSIT:*
03. *RATES:*
04. *PAYMENT:*
05. *QUANTITY:*
06. *CONTINUITY OF WORK:*
07. *RESPONSIBILITY FOR MATERIAL:*
08. *SECURITY & SAFETY REGULATIONS*
09. *STATUTORY OBLIGATIONS*
10. *CONTRACTOR'S WORKMEN*
11. *DEFAULT*
12. *TERMINATION:*
13. *FORCE MAJEURE:*
14. *ASSIGNMENT:*
15. *APPLICABLE LAW & SETTLEMENT OF DISPUTES*
16. *ENVIRONMENT MANAGEMENT SYSTEM:*
17. *ENTIRETY OF CONTRACT*

01. GENERAL:

"**FACT**" shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Ambalamedu.

"**Contractor**" shall mean the firm/company/individual, who has been awarded the work order (Contract) against their bid in response to the enquiry issued by FACT.

The Contractor shall return to FACT the duplicate copy of the work order with terms and conditions duly acknowledged and signed in confirmation of having accepted the order as per terms and conditions mentioned.

The Contractor shall execute within 15days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.

The contract once awarded will not imply that the Contractor has exclusive right for the particular job.

The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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FACT shall not in any way be responsible to the Contractor for payment of compensation for hold up of work, if any, due to any situation beyond the control of FACT.

02. SECURITY DEPOSIT :

The Contractor shall remit 5% of the total contract value as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

The EMD remitted by the Contractor can be adjusted towards security deposit, if so desired by him. EMD shall be returned only on remittance of requisite Security Deposit.

The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

The violation of any of the terms and conditions of Contract by the Contractor shall be liable to forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

03. RATES:

The rates shall be inclusive of all incidental and other charges which may have to be incurred by the Contractor in execution of the work as per this contract.

04. PAYMENT :

Payment shall be effected, on presentation of the bills to the Chief Manager(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05 QUANTITY :

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity to be transported. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity. The Contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.

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06. CONTINUITY OF WORK :

The contract shall not mean continuity of work for the Contractor. The Contractor shall contact the authorised representatives of FACT for obtaining instructions. The instructions given over telephone have also to be complied with.

07. RESPONSIBILITY FOR MATERIAL:

The Contractor shall be responsible for the material entrusted to him and shall compensate FACT for any shortage or damage while the goods are in his custody.

08. SECURITY & SAFETY REGULATIONS :

The Contractor shall strictly observe the Security and Safety Regulations of FACT. Any loss or damage incurred by FACT, on account of the neglect or failure of the Contractor or the Contractor's employees, representatives including the crew of the vehicles/tankers to observe the security and safety regulations shall be to the Contractor's account.

Smoking and carrying smoking material (including matches) inside FACT premises is prohibited due to safety reasons and the Contractor shall ensure that his employees, representatives and crew comply with this.

Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any other contractor/s due to the negligence of the Contractor, his employees, his representatives and crew shall be to the account of the Contractor and FACT shall be indemnified and compensated in all such respects by the Contractor.

All precautions in transporting and handling whether stipulated or not shall be adhered to by the Contractor. The Contractor shall exercise care, diligence and promptness in the work and adhere to transport Rules and regulations, statutory obligations and all other Rules and Laws that have a bearing on the work. Any damages/shortages/penalties or any action legal or otherwise arising out of the Contractor's delay or failure or negligence or breach of statutory obligations shall be to the Contractor's account. If any loss/expenditure arising from the breach thereof is not met satisfactorily by the Contractor, FACT reserves the right to withhold payment of bills/Security Deposit and discharge the obligations of the Contractor without prejudice to FACT claiming from the Contractor full value of damages/compensation. The account rendered by FACT in this connection shall be treated as final.

The vehicles/tankers, if any, employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.

Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule

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DATE :


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134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.

The vehicles shall be equipped with all the necessary safety appliances/equipment for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988 and rules thereto.

09. STATUTORY OBLIGATIONS

The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular Indian Factories Act, Workmen's Compensations Act, Contract Labour (regulations and abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract.

The Contractor shall obtain at his cost all permits, license and other authorisation, as required for his work, from Govt. authorities. The Contractor shall maintain proper records & registers as required by the concerned statutes and submit them to FACT as and when required.

Proper records of payment of wages to workers/labourers/crew etc. engaged in the work shall be maintained by the Contractor and produced for inspection when required by FACT.

The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.

In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer such expenditure/loss shall be realised from the Contractor.

10. CONTRACTOR'S WORKMEN:

FACT shall have no dealing with the Contractor's workmen or their Union. FACT reserves the right to debar any of the contractor's employees/workmen/crew from entering FACT premises for whatever reason FACT deems fit.

11. DEFAULT:

In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.

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12. TERMINATION:

If any work entrusted with other contractors by FACT is obstructed by, interfered with or caused to be interfered with by the Contractor, his employees, his representatives or crew, the contract shall be terminated without notice and the remaining work for the unexpired portion of the contract arranged by FACT through others at the Contractor's risk and cost.

The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract.

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

14. ASSIGNMENT :

The Contractor shall not assign, transfer or sub-let this work order without the prior written approval of FACT.

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

This contract shall be subject to and shall in all respects be governed by Indian law.



If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

16. ENVIRONMENT MANAGEMENT SYSTEM :

FACT is a company having Environmental Management System according to ISO 14001 standard. The Contractor shall ensure that none of their activities cause damage to the environment.

17.0 FRAUD PREVENTION POLICY OF FACT:

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FACT a Central Public Sector Underaking (PSU) follows Centralised Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website www.fact.co.in. Contractors shall make themselves aware and also ensure compliance of the same.

18. ENTIRETY OF CONTRACT :

All of the terms agreed to between the Contractor and FACT are included in the Work Order and no other communication, written, oral, or implied shall be considered to be included in the Work Order or form part of the Work Order, unless specifically agreed to in writing by FACT.

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ANNEXURE-VII**COMPLIANCE STATEMENT**

We state that our offer against Enquiry No. **MM/TS2/E18150 dated 21.06.2018** is in full compliance with the documents issued against the Enquiry No **MM/TS2/E18150 dated 21.06.2018** without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

(Seal)

Date:

PRPD. BY :

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DATE :

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ANNEXURE – VIII**UN-PRICED COPY OF PRICE BID**

Please do not fill in Rates in this Un-Priced copy of Price Bid format.
Kindly indicate "Quoted" in the column provided

From

To

ASST.GENERAL MANAGER [MATERIALS]-TS,
CENTRALISED MATERIALS DEPT, FACT LTD.,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL 683 501

Dear Sirs,

Sub: Enquiry No.MM/TS2/E18150 dated 21.06.2018 for undertaking the work of transportation of food items from FACT – Udyogamandal Complex (UC) Canteen by Covered Vehicle/s.

With reference to your above enquiry, we quote our lowest rates as below:

Sl. No	Description	Qty	All inclusive Rate (Rs.) (excluding Service Tax)	Total (Rs. in figures) (excluding Service Tax)	Total (Rs. in words) (excluding Service Tax)
1	All inclusive rate per day for the Transportation and Distribution of food items (Meals, Tea, Tiffin, Snacks, Carrier Meals, Hot Water etc.) in suitable Covered vehicle with one Driver and one worker in both the vehicles provided by the contractor from FACT – Udyogamandal Cafeteria to various locations/Plants in and around Udyogamandal Complex in all the Three shifts on all days including Sundays and Holidays, as per Scope of work and Schedule of work attached.	525 days			

Qty is approximate and rate quoted shall be valid upto 7-11-2019 and shall be extendable upto three more months at FACT's option



GST shall be extra as applicable based on statutory notifications.

We have read and understood the Enquiry Notice, Instructions to Bidders and the Terms and Conditions of this enquiry and hereby confirm our acceptance to the same.

Name of the Bidder
(in block letters)

Signature of the Bidder

Place:

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE :
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

ANNEXURE-IX**DO NOT WRITE THE RATES HERE****Item Rate BoQ**

Validate

Print

Help

Tender Inviting Authority: AGM [MATERIALS]-TS, CENTRALISED MATERIALS DEPT, FACT LTD

Name of Work: Transportation of food items from FACT – Udyogamandal Complex (UC) Canteen by Covered Vehicle/s.

Contract No: MM/TS2/E18150 dated 21.06.2018

Name of the
Bidder/ Bidding
Firm / Company :**PRICE SCHEDULE****(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	All inclusive Rate (Rs.) (excluding Service Tax)	Total (Rs. in figures) (excluding Service Tax)	Total (Rs. in words) (excluding Service Tax)
1	2	4	5	6	7	8
1	All inclusive rate per day for the Transportation and Distribution of food items (Meals, Tea, Tiffin, Snacks, Carrier Meals, Hot Water etc.) in suitable Covered vehicles with one Driver and one worker in both the vehicles provided by the contractor from FACT – Udyogamandal Cafeteria to various locations/Plants in and around Udyogamandal Complex in all the Three shifts on all days including Sundays and Holidays, as per Scope of work and Schedule of work attached	525	Days		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Qty is approximate and rate quoted shall be valid upto 7-11-2019 and shall be extendable upto three more months at FACT's option

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ANNEXURE-X**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP
PAPER WORTH Rs.200/-)**

The Fertilisers and Chemicals Travancore Ltd., Udyogamandal, Kochi - 683 501.

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Contractor) for the work ofand whereas it is one of the conditions of the said work order that the Contractor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due fulfillment of the said work order by the said Contractor.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above work order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rupees.....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said work order.

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the said Contractor shall have no claim against us for making such payment.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with

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reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.

We..... Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.



Dated thisday of Two Thousand and Eighteen

For (Name of Bank) :
Authorised Official :
Name :
Designation :

Place:

Full address of the Branch issuing this guarantee:

(Seal)

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		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

ANNEXURE-XI**AGREEMENT**

(Proforma of Agreement to be executed in Rs 200/- Non Judicial stamp paper)

ARTICLES OF AGREEMENT made this day the Between THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, a Company registered under the Travancore Companies ACT IV of 1114(Malayalam Era) and having its registered office at Eloor, Udyogamandal P O, Ernakulam District, Kerala State(hereinafter called the FACT) on the one part and M/s.... (hereinafter called the Contractor) which expression shall where the context so admits or applies be deemed to include their heirs, executors, administrators, successors interest and legal representatives as well) on the other part.

WHEREAS the Contractor has agreed with M/s FACT for the due performance of work as set forth in the Work Order No. dt... and accompaniments upon the terms and conditions therein mentioned as accepted vide their endorsements in the aforesaid work order.

NOW THESE PRESENT WITNESS THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Work Order no. dt. and accompaniments thereunto the Contractor shall duly perform the said works, fulfill and keep all conditions in the work order which will be deemed and taken to be part of this contracts as if the same had been fully set-out herein and FACT hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, FACT will pay to the Contractor at the time and in the manner set forth in the aforesaid work order and in the Annexure thereunto as accepted by Contractor vide his endorsement in the aforesaid work order, the amount or amounts calculated at the rate mentioned and as per terms stipulated therein as payment for the work. This agreement shall be in force up to ...

THE SAID CONDITIONS shall be read and construed as forming part of this Agreement and the parties thereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

UPON THE TERMS AND CONDITIONS of this Agreements being fulfilled and performed to the satisfaction of Officer of the Company empowered by the Company in this behalf, the Security Deposit remitted by the Contractor or such position thereof as he may be entitled to under the said condition shall be returned to the contractor.

IN WITNESS thereof the Contractor, M/s.... and The Manager Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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DATE :

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