

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
ADMINISTRATION DEPARTMENT

HEAD OFFICE, UDYOGAMANDAL, KOCHI- 683 501, KERALA

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NOTICE INVITING TENDER

TENDER No.05014/2018-2019/18097 DATED 11.06.2018 (Two Bid)

The Fertilisers And Chemicals Travancore Limited (FACT) invites sealed bids from experienced and financially sound contractors for undertaking the contract for operating 2 Mini Buses of 16-Seats capacity for the Central Industrial Security Force at FACT Udyogamandal and Cochin Division (Ambalamedu) Units and for 2 Buses of 50 Seats capacity for 5 trips in a year to Trichur from FACT Udyogamandal and Ambalamedu Units of CISF for a period of 2 (Two) years. The probable amount of contract is Rs.30 lakh for 2 years.

Tender documents contain the following:

1. Instructions to the Bidders –Annexure-I
2. Information about the Bidder-Annexure-II
3. Terms and Conditions of Contract-Annexure-III
4. Unpriced Copy of Price Bid for 16 Seats Buses - Annexure-IV
5. Unpriced Copy of Price Bid for 50 Seats Buses - Annexure-V
6. Price Bid Format for 16 Seats Buses – Annexure VI
7. Price Bid Format for 50 Seats Buses – Annexure VII

The bid shall be in two parts - **Part-A** shall comprise the Pre-qualification-cum- Commercial Bid and **Part- B** shall comprise Price Bid. Please refer the Instructions to Bidders (Annexure-I) for details regarding Bid Submission and Bid opening.

Cost of Tender Documents : Rs.300 + GST 12%

Earnest Money Deposit (EMD) of **Rs.37,500/-** shall be either submitted by Cash at FACT, Head Office or by way of Demand Draft from any Nationalised/Scheduled Bank drawn in favour of the FACT Ltd., payable at Udyogamandal/Ernakulam. The DD towards EMD shall be enclosed along with Part-A bid.

Bidders may please note that Bids without EMD or inadequate amount of EMD are liable to be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidders will be returned after the contract is finalised.

Non-transferable tender documents can be obtained on a written request on bidder's letter head between 10.00 AM and 03.30 PM on all working days (Saturday 10.00 am and 11.30 am) from the Administrative Office, Head Office, FACT Ltd., Udyogamandal, Cochin 683 501 on payment of a non-refundable tender fee of Rs.300/-+ 12% GST to be paid at our cash department towards cost of tender documents. Documents can also be downloaded from our Website in which case the cost of tender documents to be submitted by D/D along with the tender.

Bids shall be submitted on or before 2.00 P.M., on 26.06.2018. Part A of the bids shall be opened at **2.30 P.M. on the same day** in the presence of the bidders/authorised representatives present. Necessary authorization shall be produced to attend bid opening.

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 conclusive.

FACT may extend the due date or amend the terms and conditions which will be made available in the website www.fact.co.in only. Interested parties to visit the web site till the due date on a continuous basis.

Yours faithfully
For THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

Senior Manager(Public Relations &
Administration)

Enclosures:

- | | |
|--|------------------|
| 1. Instructions to Bidders | : Annexure - I |
| 2. Information about the Bidder | : Annexure - II |
| 3. Special Conditions of Contract | : Annexure - III |
| 4. Unpriced Copy of Price Bid for 16 Seats Buses | : Annexure - IV |
| 5. Unpriced Copy of Price Bid for 50 Seats Buses | : Annexure - V |
| 6. Price Bid Format for 16 Seats Buses | : Annexure - VI |
| 7. Price Bid Format for 50 Seats Buses | : Annexure - VII |

ANNEXURE-I**INSTRUCTIONS TO BIDDERS**

- 1.0 Bidders shall study carefully the tender documents which include Instructions to Bidders, Information about the Bidder, Terms and Conditions of Contract and Price Bid formats. All conditions set out therein shall be binding on the bidder unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance. One copy of the Terms and Conditions of Contract shall be signed on all pages by the bidder and shall accompany their tenders signifying their acceptance of the same.
- 1.1 The bidders shall clearly indicate the time required for commencement of work from the date of receipt of LOI or the Work Order.
- 1.2 Mere submission of all the documents will not necessarily mean that the Contractor is suitable. Worthiness assessed by the Company will be final and binding on the bidder.
- 2.0 Bid System - Bid documents shall consist of two parts, Part A and Part B as given below:
- 2.1 **Part A:** Pre-qualification-cum-Commercial Bid. This bid shall consist the following documents:
- Instructions to Bidders – Annexure - I
 - Information about the Bidder - Annexure-II
 - List of type of vehicles for which the rates have been quoted in their Price Bid.
 - Signed copy of Terms and Conditions of Tender - Annexure-III
 - EMD - Rs.37,500 (Rupees Thirty Seven Thousand Five Hundred only in the form of DD from any Nationalised/Scheduled Bank drawn in favour of the FACT Ltd., payable at Udyogamandal/ Ernakulam. (Tender without EMD will not be accepted.)
 - Statement of deviation, if any, may be submitted by the bidder along with Pre-qualification-cum-Commercial Bid (Part A), which will be subject to acceptance by FACT. However, condition or deviation submitted along with Price Bid (Part B) shall not be considered and the tender shall be liable to be rejected.
- 2.2 **Part B:** This bid shall consist of the Price Bid as per Annexure IV duly filled in with rates, signed and sealed. No other documents shall be attached with the Part B bid. Bids shall be neatly typed / written in Ink, with no overwriting etc.
- 3.0 Bids Submission/opening**
- Bid submission: Part A Bid consisting of all documents shall be duly filled wherever required, signed and affixed with seal in all pages along with Cash Receipt or Demand Draft for Rs.37,500 towards EMD shall be enclosed and sealed in an envelope superscribing “**Tender No. 05014/2018-2019/18097 dated 11.06.2018 – due on 26.06.2018 - Part A – Pre-qualification-cum- Commercial Bid**”.
- 3.1 Part B Bid consist of Price Bids (Annexure IV & V) which may be duly filled in with rates, signed and affixed with seal, enclosed and sealed in another envelope, superscribing “**Tender No. 05014/2018-2019/18097 dated 11.06.2018, Part B - Price Bid - Do Not Open**”. No other documents shall be enclosed with this Bid.
- 3.2 Bidders shall quote the rate only in the price bid formats enclosed. Price Bids which are submitted in any other format are liable to be rejected.
- 3.4 Both the above envelopes shall be enclosed in another outer envelope superscribing “**Tender No. 05014/2018-2019/18097 dated 11.06.2018- HIRING OF BUSES FOR CISF**” and addressed to the Officer (Administration), Central Bid Registration Cell (CBRC), PD Administration Bldg., Petrochemical Division, FACT Ltd., Udyogamandal- 683501. Name of the Bidder and address shall be clearly indicated on the sealed envelopes.
- 3.3 Bid document as above shall be received latest by **2.00 PM on 26.06.2018**.

4.0 Bid opening:

Part A Bids (i.e. Pre-qualification-cum- Commercial Bids) shall be opened at 2.30 PM on 26.06.2018 at Central Bid Registration Cell, PD Administrative Bldg., Petrochemical Division, FACT Ltd., Udyogamandal – 68350, Kochi, in the presence of Bidders or their authorized representatives present.

4.1. On the Specified Bid opening date, only the covers containing Part A will be opened. Part B (Price Bids) of Bidders whose Part A bids are found acceptable on evaluation only will be opened on a subsequent date. The Price Bid opening date / time will be intimated to the qualified bidders subsequently.

4.2. Delayed /late bids are liable to be rejected.

5.0 FACT reserves the right to extend the closing date of the bid. Such extension shall be intimated to those who have obtained the bid documents from our office and put on our website.

6.0 Submission of Bid implies that (a) all the terms and Conditions of tender have been carefully read and understood by the bidder and (b) all the clarifications required are obtained by the bidder from FACT. Counter conditions by the bidder may render his bid liable for rejection.

7.0 All the pages of the bid document shall be signed by the bidder/or his authorized signatory and stamped with the bidder's seal as token of acceptance of the contents therein for undertaking the work. Bids shall be neatly written in ink, with no overwriting, or typed, with consecutively numbered pages. Rates shall be given in figures and words. If there is any difference between the amounts given in figures and words, the rates quoted in words shall be considered.

8.0 **Pre-qualification Criteria:** The following documents should be submitted by the bidders along with their Pre-qualification-cum-Commercial Bid (Part A) towards their meeting the Pre-qualification Criteria:

- a. Proof of having of sufficient number of Vehicles as per requirements of this Tender of Model 2014 onwards in the name of Firm or Owner of Firm. As documentary evidence, self-attested copies of Registration Certificates of the Vehicles should be submitted and original to be furnished for verification.
- b. Permanent Account Number allotted by Income Tax Department. As documentary evidence, self-attested copy of PAN should be submitted.
- c. GST Registration Number. As documentary evidence, self-attested copy of GST Registration Certificate should be submitted.
- d. Business experience of minimum three years in the business of providing buses of 16-seater and 50- seats capacity buses on hire basis. Experience certificate/work order copies/performance certificate from Clients to be furnished.

The prospective bidders having any common partners / Directors / Managing Partners, etc. or having any other common criteria shall be considered as Sister / Group / Associates Company. In such cases, only one of them will be eligible for participating in the tender.

9.0 RATE

9.1 Bidders shall quote their lowest competitive rate for carrying out the work strictly as per the Price Bid format (Annexure-VI & VII). Offers without rate(s) for any type of vehicle shall be rejected without any further reference.

9.2 The rates quoted shall be **all inclusive but exclusive of GST.**

9.3 The quoted rates will remain firm without any escalation during the period of the contract.

9.4 Unpriced copy of Price Bid (Annexure-IV & V) shall be submitted along with Part-A bid duly signed by Bidder, indicating "QUOTED" in respective column as the case may be. **Rates shall not be indicated in Annexure-IV & V.**

9.5 The rates quoted shall be valid for acceptance for a period of 90 days from the date of opening of Part A bid.

10.0 EVALUATION OF BIDS

The contract shall be awarded to the bidder who quotes the lowest rate as per our Terms & Conditions. All rates contained in Annexure IV (Price Bid) are subject to negotiation, based on the prevailing market rates.

11. Bidders may ensure that tender documents / offer have been signed by appropriate / authorized representative of the firm/Company. Withdrawal of offer / non-acceptance of orders placed based on offers submitted by bidders on their letterhead, will not be allowed on the grounds that offer was not signed by authorized person.

11.0 FACT reserves the right to accept or reject any or all Tenders without assigning any reasons thereof.

ANNEXURE-III

SPECIAL CONDITIONS OF CONTRACT

01 The Contract is for:

- (1) Operating 2 Mini Buses of 16-Seater capacity – 1 each at **FACT Udyogamandal and Cochin Division, Ambalamedu Units of CISF**, to be operated in shift duties and to be available in the Units round the clock. The normal shift timings are: *Morning* 05.30 AM to 06.30 AM; *Afternoon* 12.30 PM to 01.30 PM and *Evening* 08.30 PM to 09.30 PM. The area of operation will be: *Udyogamandal* – CISF Barrack to FACT Kalamassery Godown and other Divisions/Offices in FACT Township, Udyogamandal. *Ambalamedu* – CISF Brahmapuram Quarters to FACT Cochin Division Township, Ambalamedu.
- (2) To provide 2 buses of 50 seats for 5 trips in a year to **Ramavarmapuram, Trichur**. Requirement of 2 buses of 50 seats will be normally twice in a year - One trip from Udyogamandal and one trip from Cochin Division. The trips will be intermittent and will be as per the requirement of CISF.

02 The validity of the Contract shall be **2 (Two) years** from the date of induction of the buses into the service of CISF.

03 The rates shall be inclusive of fuel, wages to drivers and all incidental and other charges which may have to be incurred by the Contractor in execution of the work as per this contract. The rates shall be firm for the period of contract. However, during this period, the Company may consider increase/decrease in the rates if the price of High Speed Diesel Oil is increased/decreased. The revision formula applicable will be at the following:

50 seater bus	: 25 paise per Km. for one rupee revision of price per litre of diesel.
16 seater bus	: 10 paise per Km. - do -

The increase/decrease in the contract rate shall be calculated in this proportion i.e., if the diesel price is increased/decreased by 50 paise per litre, the rates shall be increased/decreased by 12.5 paise per kilometer for 50 seater bus. The rate of the fuel on the tender opening date will be taken as the base rate.

04 Payment shall be effected on a monthly basis against presentation of the Bills duly certified by the authorized person of CISF/FACT.

05 Tender offers should be accompanied by an **EMD of Rs.37,500/-** by way of a Demand Draft drawn on any Nationalised Banks in favour of FACT Ltd., payable at Ernakulam.

EMD of unsuccessful tenderers will be refunded within 30 days after the due date of tender by Cheque.

06 The successful tenderer shall remit **10% of the 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 from the date 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 successful tenderer 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 entail forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.



- 07 Substitute bus with same seating capacity and in good running condition is to be provided by the contractor in case the contract bus is garaged for servicing/repair works. In the event contractor fails to provide substitute bus, FACT may make alternate arrangements at the risk and cost of the contractor and expenses incurred for the same shall be recovered from the Contractor.
- 08 The contractor shall provide uniform for the driver of the vehicle as specified in MV Act. It shall be the responsibility of the contractor to keep all documents and certificates valid and current in the vehicle. The Company shall not be responsible either directly or indirectly in any manner whatsoever for any omission on the part of the contractor in respect of statutory requirements as per MV Act or any other Statutes & Rules as applicable. The Contractor shall give the names and details of personnel engaged by them for operating the buses well in advance.
- 09 The bus provided shall be in very good running condition and proper upkeep of the vehicle is to be ensured by the contractor. ***The model of the Bus shall not be earlier than 5 years at any time during the tenure of the contract.*** Year and make of the bus should be duly specified. Bus with driver is to be stationed at Company CISF Barrack at Udyogamandal and Ambalamedu and operate as per instructions of designated CISF officials.
- 10 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 to observe the security and safety regulations shall be to the Contractor's account.
- 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.
- 11 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 Compensation Act, Contract Labour (Regulations and Abolition) Act 1970, Minimum Wages Act 1936, the Mines Act 1952, the Explosive Act and all other relevant Acts and Laws as amended from time to time insofar as they are or may be applicable to the execution of work.
- The Contractor shall obtain at his costs all permits, licenses and other authorizations, as required for his work from Government Authorities. The Contractor shall maintain proper records and 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.
12. 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 the 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 realized from the Contractor.
- FACT shall be indemnified against any eventualities arising out of accidents and punishments by legal/statutory authorities due to negligence on the part of the contractor/agency/ driver.
- 13 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 damages 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.
- 14 The bidders shall submit both Annexure – VI & VII or either Annexure VI or Annexure VII (Price Bids). In both the Annexures bidder has to offer the rates for both the vehicles.
- 15 The bidder shall quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid. In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of Service Tax against such offers.

In case the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:

- (a) FACT will have no liability to reimburse the difference in the duty/tax, if finally the assessed amount is on the higher side.
- (b) FACT will have the right to recover the difference in case the rates of duty/tax finally assessed is on the lower side.

The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer.

16 The Contract can be terminated by FACT with one month's notice at any time during the pendency of the contract. The decision of FACT in the matter will be final.

17 FACT shall not be responsible for any delay in receiving tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

18 The Validity of the quotation will be 90 days from the date of opening of the tender.

19 The contract may be extended to one more year subject to the mutual consent of both parties.

20 In case any terms & conditions specified in the Special Conditions of Contract stands contrary to that in the General Conditions of contract, the latter will prevail.

ANNEXURE – IV

UNPRICED COPY OF PRICE BID for 16 SEATS BUSES

(Price shall not be entered in this format)

Please indicate "QUOTED" in price column and sign the document. Do not enter price in this format)

1. Name of the Bidder :

2. Address with contact Telephone Numbers :

Vehicle-I

Vehicle-II

3. Registration No. of the vehicles :

4. Make of the vehicle :

5. Model of the vehicle :

6. Accessories fitted/available :

7. Permit valid upto :

8. Rate quoted for one day (24 hours) :
Including Sundays & Holidays subject
to 3000 Kms. per month.

9. Rate per Km over and above 3000 kms :

10. Details of EMD remittance :

11. Details of similar contract with other
Institutions such as Govt., PSU, Private
Organisations etc. (Attach copies of Work
Orders, etc.) :

I/ we hereby certify to adhere to the Fraud Prevention Policy of FACT and not indulge or allow anybody else working in my /our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to my/our notice.

Place :

Date :

Signature of the Bidder

(Seal)

ANNEXURE – V

UNPRICED COPY OF PRICE BID for 50 SEATS BUSES

(Price shall not be entered in this format)

Please indicate "QUOTED" in price column and sign the document. Do not enter price in this format)

1. Name of the Bidder :

2. Address with contact Telephone
Numbers :

Vehicle-I

Vehicle-II

3. Registration No. of the vehicles :

4. Make of the vehicle :

5. Model of the vehicle :

6. Accessories fitted/available :

7. Permit valid upto :

1. **Rate quoted for one trip to Ramavarma-
puram, Trichur from Udyogamandal and
back** :

2. **Rate quoted for one trip to Ramavarma-
puram, Trichur from Cochin Divison,
Ambalamedu and back** :

9. Details of EMD remittance :

10. Details of similar contract with other
Institutions Govt., PSU, Private
Organisations etc. (Attach copies of Work
Orders, etc.) :

I/ we hereby certify to adhere to the Fraud Prevention Policy of FACT and not indulge or allow anybody else working in my /our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to my/our notice

Place :

Signature of the Bidder

Date :

(Seal)



ANNEXURE – VI

PRICE BID – 16 SEATS BUSES

1. Name of the Bidder :

2. Address with contact Telephone Numbers :

Vehicle-I

Vehicle-II

3. Registration No. of the vehicles :

4. Make of the vehicle :

4. Model of the vehicle :

5. Accessories fitted/available :

6. Permit valid upto :

7. **Rate quoted for one day (24 hours) Including Sundays & Holidays subject to 3000 Kms. per month.** :

8. **Rate per Km over and above 3000 kms** :

9. Details of EMD remittance :

3. Details of similar contract with other Institutions such as Govt., PSU, Private Organisations etc. (Attach copies of Work Orders, etc.) :

I/ We hereby certify to adhere to the Fraud Prevention Policy of FACT and not indulge or allow anybody else working in my /our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to my/our notice

Place :

Date :

Signature of the Bidder

(Seal)

ANNEXURE – VII

PRICE BID – 50 SEATS BUSES

1. Name of the Bidder :
2. Address with contact Telephone Numbers :
3. Registration No. of the vehicles :
4. Make of the vehicle :
5. Model of the vehicle :
6. Accessories fitted/available :
7. Permit valid upto :
4. **Rate quoted for one trip to Ramavarma- :
puram, Trichur from Udyogamandal and
back.**
5. **Rate quoted for one trip to Ramavarma- :
puram, Trichur from Cochin Divison,
Ambalamedu and back**
9. Details of EMD remittance :
10. Details of similar contract with other :
Institutions Govt., PSU, Private
Organisations, etc. (Attach copies of Work
Orders, etc.)

Vehicle-I

Vehicle-II

I/ We hereby certify to adhere to the Fraud Prevention Policy of FACT and not indulge or allow anybody else working in my /our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to my/our notice

Place :
Date :

Signature of the Bidder

(Seal)