

NOTICE INVITING TENDER

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

(A Government of India Enterprises)

REGD. OFFICE: ELOOR, UDYOGAMANDAL

ESTATE DEPARTMENT – FACT Township

Udyogamandal – 683501, Kochi, Kerala

E-mail: leslie@factltd.com ; estate@factltd.com ;Website: fact.co.in**NOTICE INVITING TENDER****FOR****SUPPLY OF VEHICLE FOR COLLECTION, TRANSPORTATION & DUMPING OF
DOMESTIC SOLID WASTE / HORTICULTURAL WASTE
IN FACT – UDYOGAMANDAL TOWNSHIP****TENDER NO.M/03/2018 dated 22.06.2018**

Bids are invited supply of vehicle for collection , transportation & dumping of domestic solid waste / horticultural waste In FACT – Udyogamandal Township, Udyogamandal, Kochi, Kerala, India. Interested parties may visit our website for details and further/updates, including extension of due date, if any.

- Cost of Tender Form : Rs 200/- (Rupees two hundred only) shall be remitted at A/c.No. 67286055955 at SBI, Udyogamandal Branch and Receipt to be produced at Estate Dept., FACT Ltd. Udl.
- Earnest Money Deposit (EMD) : Rs 5000/- (Rupees five thousand) as DD drawn In favour of FACT Ltd. Payable at Udyogamandal or Payinslip for Rs 5000/- remitted at SBI, UDL in FACT A/c No. 67286055955 is to be attached.
- Place of Receipt of Bids : Bids duly complete in all respects shall be submitted to the Officer (Admn) , Central Bid Regn. Cell, PD-Admn. Bldg., FACT Ltd., Udyogamandal-6830501, Kochi, Kerala.
- Last date of submission : 16.07.2018 at 2.00 pm
- Bid opening date : 16.07.2018 at 2.30 pm

Leslie Varghese
Sr. Manager(Estate)UC

TERMS AND CONDITIONS

Annexure-I

1.0 Scope of work:

- 1.1. Providing one truck (Tempo) having seating capacity 1+ 2, with open carrier platform having minimum carrier dimensions 9.5 ft (L) x 6.2 ft (W) x1.5 ft (H) and load carrying capacity to be not less than 3000 Kg on daily hire basis from 8.15 am to 1.30 pm (five days in a week) for the loading, transporting and unloading of Garbage / Salvage from FACT Udyogamandal Township as per schedule for a period of two years (520 service days) complete with driver, fuel ,oil and all vehicle documents such as registration , insurance, tax, pollution certificate, permits etc. Vehicle with Trailer / Trolley is not required. The model of the Truck shall not be less than 2011.
- 1.2 The place of operation is mainly inside the township of FACT, Udyogamandal.
- 1.3 The Contractor has to provide the Truck (Tempo) 5 Days in a Week. A day means 5.15 hrs, commencing from 08.15 A.M. ending at 01.30 P.M. Driver with vehicle should report at 8.15 A.M. at the office of Estate Department, FACT township, Udyogamandal and shall receive instructions before proceeding for the day's job. The vehicles will normally be required for a day of 5.15 hrs duration.
- 1.4. Contractors are required to place dedicated vehicles.

2.0 Period of Contract:

- 2.1 The Contract shall be for a period of 24 months (520 service days) from date of commencement of work as per LOI / Work order. However extension for 6 more months on the same rates, terms and conditions shall be considered based on the performance of the contract.
- 2.2 The contract shall normally be in force for 24 months (520 service days). This is only an approximate indication and the same is liable to vary either way (more or less than the estimated figures) depending on FACT's requirement. Service of vehicle is normally required only on working days. However, if required, the contractor has to make the vehicle available on Holidays / Sundays based on instruction from FACT. (If worked in these days will be counted as one service day.)

3.0 Rates:

- 3.1 Rates are to be quoted for 5.15 hrs i.e. from 08.15 AM to 01.30 PM. Additional rates shall be quoted for extra running kilometres beyond 1.30 PM per day and extra hours after 1.30 PM.(Price Bid Format enclosed as Annexure V)
- 3.2 Rate quoted shall be inclusive of the wages of driver, cost of fuel, lubricants, consumables etc. No expenses connected with vehicle upkeep/maintenance/driver shall be payable by FACT.

- 3.3. The rate quoted shall be excluding Goods and Services Tax.
- 3.4. The rates quoted shall remain firm for the entire period of contract.
- 3.5. The contractor shall be responsible to meet the incidental expenses such as Toll Charges, Parking fee, etc., if any, during the hire period and FACT shall reimburse the same against receipt of documentary proof from the Contractor, on a monthly basis. However penalties from MVD/other Departments shall be borne by the contractor.
- 4.0 **Capacity of Contractor:**
- 4.1 Contractor shall own/control adequate number of suitable Trucks (Tempo) / Utility vehicle to discharge the transport requirement specified in contract. Necessary details regarding the vehicles at his disposal shall be submitted as in Annexure-II. Contractor shall also depute experienced drivers with necessary license and permit for the job.
- 4.2 If vehicles are not owned by the Contractor, consent letter / legal agreement on Kerala Government Stamp paper worth Rs 200/- from the owner agreeing to provide the vehicle to the Contractor for transportation of Garbage/Salvage etc for the contract period along with proof of ownership, permits and other documents shall be furnished along with offer.
- 5.0 **Availability of vehicle:**
- 5.1 Contractor shall provide the vehicle as per instructions from Sr.Manager /Estate/UC, FACT or representatives authorised by this officer based on requirements informed over phone at any time during the previous day.
- 5.2 Contractor shall provide dedicated vehicles. If for any reason the regular vehicle on duty cannot be made available, the contractor has to arrange a similar vehicle immediately for duty after taking necessary entry pass and other required documents/permits. FACT reserves the right to reject any vehicle brought by the Contractor due to its unsound condition or being not road worthy or unsuitable for the operation contemplated. Also, FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor or his employees of the contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.
- 5.3. If the contractor fails to provide the service vehicle or driver and also is does not provide alternate vehicle or driver, alternate arrangements shall be made by FACT to meet the requirement and hire charges for the day shall not be paid and in addition, all expenditure incurred by FACT in this connection shall be recoverable from the Contractors' bills subject to a maximum of twice the daily rate quoted by the contractor. In case of frequent interruptions exceeding 2 days of service FACT reserves the right to engage alternate facility at the risk and cost of the contractor.
- 5.4 Vehicle shall be made ready in all respects with Driver with valid licence and badge,sufficient fuel / lubricants/consumables, First Aid Box, exhaust flame arrestor, permits, all documents etc. before reporting to us.

- 5.5 The reporting time of the vehicle before and after duty at the office of Estate Department, FACT Township, Udyogamandal shall be considered as the timings for calculating the duration of work. Reporting time shall be entered in trip sheet and countersigned by the officer in charge. Delays/breakdowns etc. affecting the availability of vehicle shall be considered for reduction in payment as per pro-rate calculation.
- 5.6 The break hours for workmen inside the company shall normally be applicable for the contractor's employees. However the vehicle and driver shall be available to meet any emergency requirement during break hours. The morning Tea break is 10 am to 10.15 am. There is no lunch break for contract workmen since work ends by 1.30 p.m.
- 5.7 The Contractor / his authorized person(s) should be easily accessible at specified contact numbers and any change in numbers shall be immediately made known to FACT.
- 5.8 The Contractor shall report to the concerned department officer/ authorized representative after completion of their duty to record the duty hours.
- 5.9 FACT shall have the right to object to any unsafe/unlawful practice by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.
- 5.10 In case the contractor fails to carry out the works satisfactorily as per contract, FACT may give 24 hours' notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. In default of compliance of said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means / others agencies and the loss or damage or extra expenditure incurred in this connection shall be debited to the contractor's account.
- 5.11 During the pendency of this work order, if the Contractor uses vehicles not owned by him, consent letters shall be produced from the owners permitting the use of their vehicles, without any liability to FACT for any damage, loss that may be incurred by the owner/contractor during operations connected with the order. Statutory obligations regarding these vehicles, personnel working in it etc. shall be complied by the contractor as if the vehicles were owned by him.
- 5.12. Insurance coverage of the Contractor's vehicles and crew shall be arranged by the contractor at his own cost. The Contractor shall be fully responsible for all damages to the contractors vehicles, his personnel and also for liabilities on account of 3rd party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract. The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- 5.13 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT.
- 5.14 General conditions of contract work inside the company are applicable(Annexure-IV)

- 5.15 FACT reserves the right to cancel the work partially or fully of the schedule without assigning any reason after award of contract.
- 5.16 The operation and maintenance of the contractor's vehicle shall be done by the contractor using his own personnel risk including spare parts and materials.
- 5.17. The contractor shall depute experienced drivers with necessary license and permit for the job. And he shall not have any type of disease and he shall be possessing good health to meet the job.
- 5.18 Any damages caused due to unsafe driving of vehicle / handling by the contractor or his workmen, the amount towards this shall be deducted from his/her bill /payable by the contractor at any source to M/s FACT after assessing the damages by our Engineers.
- 5.19. Vehicles more than 7 years of old will not be allowed

6.0 Payment Bill Submission / Payment:

- 6.1 Payment shall be effected on bills submitted on monthly basis with time sheets of actual duty days / hours/ distances travelled duly certified by the officer -in-charge/ Estate Maistry. Contractor shall maintain a trip book in which reporting time, distances travelled and time of closing of work on each day shall be recorded with signature of the concerned officer/Estate Maistry. Payment shall be made only for actual duty days and any extra duty hours / distances done as per agreed rates. Deductions shall be made as per clauses applicable for non-performance of duty, hours lost due to break-down or late reporting or limited duty etc and also for applicable taxes. Distance travelled is not a criterion, completion of each day's work is the main criterion for payment of work on each day.
- 6.2 In case the vehicle is required only for half day or less than half day, Payment will be made at half of the full day rate and if utilized more than half day, full day rate will be applicable (day =8.15 am to 1.30 pm).
- 6.3 The bills shall be verified and certified by the Sr.Manager(Estate) /Sr.Manager/Estate/UC forwarded to DGM/FIN
- 6.4 Payment against bills submitted shall be effected by the Dy.General Manager [Fin], as per clause 08 of General Conditions, based on certification by the above mentioned officers.

If there is any hold up in work due to reasons beyond the control of the Company (Harthal, strike), payment shall be made as per the actual hours worked. And the travel time / kilometre for payment will be calculated as per the time sheet attested by the officer in charge. In case of any breakdown of the vehicle/non availability/late reporting/limited duty hours of vehicle or driver during duty hours, charges will be deducted on pro rata basis. For pro-rate calculations, 5.15 hrs (8.15am-1.30 pm) will be considered as one day.

7.0 **Passes:**

7.1 The Contractor shall obtain passes for himself, his workers and vehicles for entry inside the premises of FACT and where unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Estate Department, when workers /representatives are changed or when the contract is completed/terminated, failing which, amount as fixed by FACT shall be payable for every pass thus not surrendered. If any change in driver shall be intimate well in advance by written request with id proof, copy of driving licence. If any change in vehicle is required, same shall be intimated in advance by written request with copy of RC book, permit, insurance, tax token, CF, pollution certificate, owner's lease agreement etc. as was done for the original vehicle.

8.0 . **Special Conditions to the Work:**

- 8.1. The Contractor shall provide vehicle with a capacity of 3 MT with Driver from 8.15 AM to 1.30 P.M. on 5 Working Days in a week. The contractor's vehicle has provision for covering Garbage /salvage loaded while transporting to dumping area
- 8.2. The contractor shall provide his vehicle for collecting the Garbage dumped in the bins / chutes, heaps etc. as per schedule of work in FACT Udyogamandal Township and transport the same to the dumping ground situated in the FACT Udyogamandal Township.
- 8.3. Garbage means all food waste items or any type of Kitchen / house hold waste items, Plastic wastes, used / damaged Plates, thrown out plantains, other wastes etc put in the Waste / Garbage bins, chutes etc in FACT Udyogamandal Township.
- 8.4. The Garbage should be transported to the dumping ground without causing any disturbance to Township Residents and Others. During Transportation of garbage, contractor should ensure that garbage shall not fall on the road for which the contractor should have taken necessary precaution in this regard. While transporting the Garbage / salvage to the dumping area , the garbage should be covered with tarpaulin.
- 8.5. Company will provide workers for collecting, loading and unloading for garbage /salvage removal.
- 8.6. The working days will be 5 days in a week. Sundays and Holidays are excluded. The days on which garbage is to be cleared shall be fixed by Estate Department. Payment will be made for the days on which truck is provided and carried out the work as per schedule. No compensation will be given for engagement of vehicle for less than 5 days in a week.
- 8.7. The contractor is bound to clear the various areas as per the schedule attached. However the area and days are subject to change as per the requirement of Estate Department. There is no guarantee in providing 5 days work in every week.

- 8.8. The contractor/Driver of the vehicle has to get signature from occupants/offices in the daily work schedule sheet issued by Estate regarding clearance of garbage. The same has to be produced at Estate department daily for verification.
- 8.9. Payment will be effected on a monthly basis on production of bill. This payment covers vehicle hire charges, Driver's wages, fuel, oil charges, repair and all repair /maintenance charges etc occurred to the vehicle during the work of Garbage /Salvage removal. Company will not pay any extra amount for the vehicle.
- 8.10. The payment will be made within 30 days after the submission of the bill.
- 8.11. If any Sunday / Holiday company require vehicle, the contractor has to provide the vehicle for the purpose for which company will pay the contract amount as per the work order. However company will inform the requirement one day advance.
- 8.12. Payment will not be made for the days not worked
- 8.13. For any damage caused to the property of the company while transporting garbage /salvage by the contractor for which the contractor shall be liable to compensate the same. The cost of damages will be recovered from the bill payable to the contractor.
- 8.14. The contractor has to execute an agreement for complying the terms and conditions of this contract in a stamp paper worth Rs.200/-.
- 8.15. The contractor has to unload the entire garbage at the waste dumping area only. The contractor has to unload the plastic waste to the pit/area earmarked for plastic waste. If he fails to do so the cost for removing the same and unload the garbage at the dumping area/plastic dumping area will be recovered from the bill amount.
- 8.16. The work shall be done as per the directive from Estate Department.
- 8.17. The contractor has to get a pass from the Estate Dept. for entry of vehicle in the township.
- 8.18. The company will not be responsible for payment of any compensation for any hold up of works due to strike or any such situation beyond the control of the company.
- 8.19. Deduction for non/partial removal of garbage/salvage from any area directed by Estate Department- full deduction for the day from the contract amount shall be made for any disruption of work or for partial removal of garbage /domestic wastes/ plastic wastes /used/damaged plates/thrown out plantains etc. from any unattended area as per the schedule of work due to non-availability of vehicle. If any partial removal / disruption in the clearing of garbage in the area as per schedule, full amount payable on that day will be deducted.
In addition to the above deduction, contractor liable to compensate the loss caused to company by deducting additional amount incurred by us for getting done the work done through some other agency due to non-placement of vehicle by the contractor.

All other terms and conditions shall be as per our "General Conditions - Annexure - IV. In case of any contradiction between Special Terms and Conditions - Annexure -and General conditions IV , Special Terms and conditions will prevail. Information about the bidder as in Annexure-II shall be submitted along with quotation

Annexure -II

Information about the bidder and vehicle

Enquiry No.

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

1.0 Name and Address of bidder with Telephone / Fax No.

1.1. Name of authorized representative for coordinating Activities with FACT with Mobile Phone / Fax No.

2.0 Details of vehicles offered:

I) Type and model of vehicle:

II) Registration Number:

III) Model/Make:

IV) Seating Capacity:

V) Tax Paid up to:

VI) One Time cess Paid or not:

VII) C.F valid up to:

VIII) Road Permit issued by RTA or not:

IX) Insurance valid up to:

X) Emission test certificate validity:

XI) Model(year) of vehicle:

2.1 Details of the drivers to be employed by contractor

Names of drivers, License no. and validity

1.

2.

3.

3.0 Time required for mobilization of vehicle:

4.0 Accepted terms and conditions of the enquiry: YES/ NO. If "NO", specify deviations.

5.0 Copy of the following documents to be enclosed.

1. R C book
2. Tax token
3. Cess paid token
4. Insurance
5. Road permit
6. Certificate of Fitness
7. Emission test certificate
8. Licence of Driver.
9. PAN card of contractor

6. Lease Agreement in Rs.200/- worth Stamp Paper from the owner's of the vehicles as specified in special conditions of tender in case bidder is not the owner.

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.

Signature of the bidder:

Date:

Name of the bidder:

(Seal)

PQ Criteria

1. Bidders shall have previous experience in carrying out, "*Providing TRUCK/Tempo with 3 MT capacity for transportation services*" in any Public sector Enterprises/Private Limited Companies having a work order amount given below during last **seven years** and completed before the date of enquiry.

The vendor shall have completed at least

- i) One completed work order of value not less than Rs.2,00,000/- in the last 7 years ending 31/05/2018

OR

- ii) Two completed work orders, each having a value not less than Rs.1,00,000/- in the last 3 years ending 31/05/2018

OR

- iii) Three completed work orders each having a value not less than Rs.80,000/- in the last 2 years ending 31/05/2018

Bidders shall submit scanned copies of original work orders and completion certificates, duly signed by the authorized office of the institution/s with official seal for PQ verification. All documents shall be submitted online and shall be completed in all respects, failing which the offer is liable to be rejected. The originals of the documents should be produced at the time of evaluation, if required.

2. The bidder having previous experience as mentioned above, in any of the Divisions of FACT shall furnish only the details of work with work order numbers/s and completed value of work for PQ verification. However bidders who are registered in A/B/C/D/E categories of Mechanical works in FERT-UC NEED NOT SUBMIT any documents for PQ and are exempted from remitting TENDER DOCUMENT FEE.
3. No clarification will be sought from the vendor after the opening the Price bid.

Annexure - III

SUPPLY OF VEHICLE FOR SCHEDULE OF WORK OF COLLECTION, TRANSPORTATION & DUMPING OF DOMESTIC SOLID WASTE / HORTICULTURAL WASTE, PLASTIC WASTE IN FACT-UC TOWNSHIP - SECTOR WISE

SECTOR	QUARTER NOS	AREA / BOUNDARY
CLUB SECTOR 1 ST DAY	S-1, S-2, S-3, S-20, S-24 CORPORATE OFFICE S-6 TO S-12, S-15 TO S-19, S-21 TO 34, SA-19, SA-23, A-2 TO A-4, A-7 TO A-18, A-20 TO A-39, AB1, B-1 TO B-18, B-22 TO B-47, BI-1 TO B1-18, D-181 TO D-184, JDC 14 TO 16, NO.3 DORMITORY, FACT MARKET <u>OTHER AREAS</u> MKK NAIR HALL, FACT HOUSE, GUEST HOUSE	EAST - ELANJICKAL SHIVA TEMPLE WEST - ROAD IN FRONT OF JDC SOUTH- ICTT ROAD COMPOUND WALL NORTH- ELOOR- KALAMASSERY ROAD
FILTER BED - 2 ND DAY	CF-1 TO CF-60, BF-1 TO BF-42, EDF-1 TO EDF-48, XF-1 TO XF-36, X-41 & 42, SHUTTLE COURT, BF-1 TO BF-16 <u>OTHER AREAS</u> S-1, S-2, S-3, CORPORATE OFFICE, MKK NAIR HALL, FACT HOUSE, GUEST HOUSE	EAST - ROAD IN FRONT OF UDYOGAMANDAL SCHOOL WEST - PADDY FIELD BEHIND FACT HIGH SCHOOL NORTH- ICTT ROAD COMPOUND WALL SOUTH- RIVER
FILTER BED - 3 RD DAY	B1-25 TO 70, QF-1 TO 6, PF-1 TO 132, PFN 1 TO 24, X-48, X-49, X-52, X-53, X-54, X-73, X-74, EDF RECREATION CLUB <u>OTHER AREAS</u> S-1, S-2, S-3, CORPORATE	EAST - ROAD IN FRONT OF UDYOGAMANDAL SCHOOL WEST - PADDY FIELD BEHIND FACT HIGH SCHOOL NORTH- ICTT ROAD

	OFFICE ,MKK NAIR HALL ,FACT HOUSE ,GUEST HOUSE	COMPOUND WALL SOUTH-RIVER
SECTOR	QUARTER NOS	AREA / BOUNDARY
QFLAT SECTOR 4 TH DAY	QF-7 TO QF-156, X-36,X-38,X-39 (A & B). OLD JNM AF-1 TO AF-4,OLD LADIES HOSTEL <u>OTHER AREAS</u> S-1,S-2,S-3,CORPORATE OFFICE,MKK NAIR HALL,FACT HOUSE,GUEST HOUSE	EAST - KOCHI METRO CASTING YARD WEST - ROAD IN FRONT OF UDYOGAMANDAL SCHOOL NORTH- ICTT ROAD COMPOUND WALL SOUTH- RIVER
POLICE STATION SECTOR - 5 TH DAY	C-3 TO C-76,D-153 TO D-180,OD-1 TO OD-112,X-66,X-67,DAYCARE CENTRE, S-13,S-14,R-1, JDC-1TOJDC-3 NO. I&II, DORMITORIES (JDC) , B-19,B-20, B-21,MKTG HO, SOUTH KERALA REGIONAL OFFICE,PUBLIC RELATION OFFICE <u>OTHER AREAS</u> S-1,S-2,S-3,CORPORATE OFFICE,MKK NAIR HALL,FACT HOUSE,GUEST HOUSE	EAST - ROAD INFRONT OF JDC WEST - MANJUMMEL ROAD NORTH- ELOOR- KALAMASSERY ROAD SOUTH- CPR AVENUE

UDYOGAMANDAL DIVISION

GENERAL CONDITIONS OF CONTRACT

TENDER NO. M/03/2018 DT.22.06.2018.

NAME OF WORK : SUPPLY OF VEHICLE FOR COLLECTION, TRANSPORTATION AND DUMPING OF DOMESTIC SOLID WASTE AT FACT-UC TOWNSHIP

1. SCOPE OF WORK

The Scope of work under this tender / contract consists of...(Pl. see the Work Order attached).....
.....etc., as per the attachments herewith.

2.0 CONTRACTOR TO INFORM HIMSELF

The Contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage. Additional information may be collected from the Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, Schedules, drawings, Special Conditions and all other attachments.

2.1 PAN No.....

3.0 RATES

3.1 The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required.

3.2 The rates shall be firm till the completion of the work including extended period, If any and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

4.0 ISSUE OF MATERIALS BY OWNER/COMPANY

4.1 The following materials for the work will be issued by OWNER/COMPANY free of cost at its General or other Stores.

i) NIL.

4.2 Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Engineer-in-Charge.

4.3 Contractor shall return to Owners/Company Store all balance materials, cut pieces scrap etc and obtain receipt.

4.4 The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, such amount will be recovered from Contractor's bill as per book value or market rate which ever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.

5.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT AND

MAINTENANCE PERIOD

5.1 The Earnest money for the work shall be as per the NIT and shall be deposited in cash in the Finance Department of the Division and the cash receipt attached with the tender. On the successful tenderer remitting the Security Deposit, EMD of all bidders will be released. Bids submitted without EMD are liable to be rejected.

5.2 The Security Deposit for the work shall be 10% of the Work Order value and the Contractor shall remit it to the Finance Department in cash or furnish a Demand Draft for the amount, payable at Udyogamandal / Ambalamdu / Kochi, within 10 days of issue of the Work Order.

5.3 The completed work shall be maintained by the Contractor for a period of months from the date of its taking over by OWNER/COMPANY. Defects noted in the work during this period due to poor quality materials supplied by Contractor or workmanship shall be rectified by the Contractor at his cost. The S.D. will be released only on completion of the maintenance period specified above provided the Contractor has cleared all dues and rectified defects if any.

6.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

6.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant which ever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Engineer-in-Charge. Urgent works shall be completed within period fixed by the Engineer-in-Charge. The entire work shall be carried out to a mutually agreed programme with the Engineer-in-Charge.

6.2 Neither CONTRACTOR nor OWNER/COMPANY shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, In any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: **I)** War or hostilities, **II)** riot or civil commotion **III)** earthquake, flood, tempest, lighting or other natural calamities **IV)** accident, fire or explosion on SITE not caused by willful negligence of CONTRACTOR, and / or **V)** Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR.

6.3 If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor at the rate of 1/2 (Half percent) of the Contract Value per..... (shift / day / week / month) of delay, subject to a maximum of 7.5% of the Contract Value.

7. If in the opinion of the Engineer-in-Charge, the works are unduly delayed, OWNER /COMPANY shall have the right to get such delayed items of work executed through any other Agency of its choice at the risk and cost of the Contractor

8.0 PAYMENTS:

8.1 Interim, on account payment will be made monthly depending on progress of work against running bills at 95% of value or part of work executed after deducting Income Tax and any other amount due to OWNER/COMPANY.

8.2 Final Contract Price will be paid after completion of work in all respects and taking over by OWNER/COMPANY, clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, Income Tax, any other amount due to OWNER/COMPANY etc.

9. EXTRA ITEMS:

If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Engineer-in-Charge. The rates for such items will be worked out in the following manner:

i) Derived from similar items in the Contract.

ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or

iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus 10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Engineer-in-Charge as and when such expenditure occurred.

10. **SAFETY AND SECURITY:**

The Contractor shall strictly observe all safety precautions and Security regulations of OWNER/COMPANY and shall comply with the instructions of the Engineer-in-Charge or his deputies in this regard. The contractor shall strictly follow all safety regulations laid by Safety Department. Precautions regarding use of electrical equipments, chemicals etc, shall be strictly followed during execution of the work.

11. **TERMS OF ENGAGING LABOUR**

The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to OWNER/COMPANY on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law.

12. **TECHNICAL SUPERVISOR**

The Contractor shall appoint a full time Technical Supervisor as required and approved by the Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorised person of the Contractor shall be considered as instruction given to the Contractor. The Technical Supervisor or an authorised agency shall be available at Site during all working hour throughout the contract period to receive instructions from the Engineer-in-Charge.

13. Material Specifications of works, measurements and any other condition not mentioned herein shall be as per relevant Indian Standard Specifications, Codes, Regulations, Laws, etc. or as directed by Engineer-in-Charge. Tests if required before taking over of the work by OWNER/COMPANY shall be done by Contractor at his cost.

14. Single Phase Electricity and water if required for the work will be given free or cost at one point. The Contractor shall make his own arrangements for taking connection from that point.

15. **SALES TAX**

Rates quoted / accepted shall include all royalties, taxes, duties, levies etc. that CONTRACTOR may have to incur for WORK. Prices shall also include Sales Tax on Works Contracts. If required, Contractor shall produce a clearance certificate issued by Sales Tax assessing authority showing that Sales Tax on Works Contract due has been paid up to previous bill. Failure to produce certificate may entail withholding of Tax due by OWNER/COMPANY from subsequent bills and remitting the same to respective assessing authorities under the KGST Act.

16. **DISPUTES**

If any dispute (s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated herewith or derived there from the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rule 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.

17. In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Engineer-in-Charge and no extra payment will be payable for such work carried out.
- 18.0 The Contractor shall take care to see that none of the existing structures, fittings, other contractors properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times.
- 18.1 All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Engineer-in-charge.
- 18.2 All scrap materials shall be transported to Material Conservation yard after weighing.
19. The Contractor shall sign all the pages of documents and the tender shall be submitted to the authority who has issued the NIT.
20. The Contractor shall produce Income Tax clearance certificate and Sales Tax clearance certificates if asked for.
- 21.0 OWNER/COMPANY reserves the right to accept or reject any offer in whole or part without assigning any reasons. Incomplete, unsolicited or late bids are liable to be rejected.
- 21.1 During execution of work OWNER/COMPANY reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.
22. Bidder shall furnish, if required, details of status of bidder, experience, current commitments, equipments available etc.
23. Contractor shall use only calibrated test equipment / instruments for the works and valid calibration / test certificates shall be available for all such Instruments.
24. We are 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. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.
25. **AGREEMENT**
For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per proforma on a stamped paper worth Rs.50/- before starting the work.
26. The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company.
27. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Engineer-in-Charge.
28. Welding sets, Cutting sets, Tools and Consumables will be given by the OWNER /COMPANY free of cost.
29. The quotations must be valid for a period of 3 months from the date of opening of the quotation.
30. The Contractor shall use only lifting tools & tackles with valid Test Certificates.
31. The Contractor should quote for each item separately. Total lowest alone will be considered for awarding the contract.
32. All corrections and alterations in the entries of tender papers will be signed in full by the tenderer with date. No erasures or overwriting are permissible. If any discrepancies are found between the values given in words and figures of the rates quoted between the rate and amount shown in the tender, the following procedure shall be followed;

a) When there is a difference between the values of rate quoted in figures and words, the value which corresponds to the amount worked out by the tenderer shall be taken as correct.

b) When the values of rate quoted by the tenderer in figures and words tally, but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate as prescribed above, the rate in words shall be deemed correct.

Signature

Name

Designation

Signature of Contractor:

Name:

Address:

