

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

To

The Fertilisers And Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683 501.

Whereas The Fertilisers And Chemicals Limited , Udyogamandal P.O., Kerala (hereinafter 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 fulfilment 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 notwithstanding 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 there under 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 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 this..... day of Two thousand and sixteen.

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

FACT RFQ/DGM-HR-ONLINE TEST/2018 dated 6.1.2018

Bank details for Electronic Payment:

I/We are agreeable to receive the payments pertaining to the above referred RFQ by direct credit / electronic transfer to our bank account mentioned below:

Vendor Name	
E-mail Id	
Vendor code No.assigned by FACT if any	
Phone No.	
Fax No.	
Particular of Bank Account:	
Name of the Bank.	
Branch code.	
Address:	
City Name	
Telephone No. of Bank Fax No. of Bank.	
9 digit code No. of Bank & Branch appearing on the MICR cheque issued by your Bank.	
Type of Account	
Account No(As appearing on cheque book).	
Income Tax PAN No.	

The following are attached in authentication of above bank details.

1. A blank cancelled cheque /photocopy of a cheque.
2. A copy of Bank Pass Book first page containing name and address of A/c holder.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold FACT responsible.

For and on behalf of
Signature.

COMPANY SEAL.

REQUEST FOR QUOTATION-STANDARD TERMS & CONDITIONS

In case of any contradiction between the terms and conditions under the other Sections/ Enclosures/Annexures of this RFQ, and the Standard Terms and Conditions hereunder, the former shall prevail.

Definition

The term 'CONTRACT' shall mean and include the Request for Quotation (RFQ) the Instructions to BIDDERS and Terms, the Bid, Letter of Intent accepting the bid in part of full, Standard Terms and Conditions, Directions, and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations if any, or any other authorized CONTRACT documents, and those general and special conditions that may be added subsequently or such other documents, drawings, specifications as may be prescribed.

1. General Conditions

The following General Terms and Conditions will be applicable:

- 1.1. Negotiations if required may also be carried out with L1 Bidder.
- 1.2. The estimated number of applications indicated in the RFQ is indicative only and the same is without any commitment from FACT.
- 1.3 FACT reserves the right to claim damages, of which FACT shall be the sole judge, in respect of delays directly or indirectly due to the failure/default on the part of Service Provider in carrying out the responsibilities/duties efficiently and promptly.
- 1.4 The rates given in the tender should be kept open for acceptance by FACT up to 120 days from the due date. In case processing / acceptance of tender takes more than 120 days, the Bidder, who wishes to withdraw its Price Offer, should write to FACT within a week of expiry of 120 days, withdrawing its Price Offer, else the rates will hold valid till the contract finalisation and complete execution of contract.
- 1.5 The submission of a tender by a Bidder implies that he has read the instructions and has made himself aware of the scope of work and the conditions of the contract and FACT will not therefore, pay any extra charges on any account in case the Service Provider finds later on to have misjudged the conditions.

2. Statutory Obligations

- 2.1 The Service Provider shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.
- 2.2 The Service Provider shall obtain at his cost all permits, license and other authorisation, as required for his work, from Govt. authorities.
- 2.3 In case the Contractor fails to discharge his statutory obligations leading to a situation where in FACT is to incur any expenditure/loss on that account, such expenditure/loss shall be to the account of the Service Provider .

3. Price

- 3.1. The Bidder shall include in its price all taxes and other costs while quoting for the tender, in "Section - 6 : Price Bid" to be kept in Envelope No. 2
- 3.2. The Bidder shall quote rate for providing services specified above after taking into account the approximate volumes as per bidder's professional market intelligence.
- 3.3. The agreed rates by the Service Provider shall be firm and binding for the entire

contract period and NO ESCALATION whatsoever shall either be claimed or considered.

- 3.4. The Bidder shall submit their tender in sealed covers as specified in RFQ.
- 3.5 The Bidders are requested to quote their most competitive bid. No revised bid shall be entertained. No conditional bids will be accepted.
- 3.6 The Bidders are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the bids are opened. Corrections if any made before submission of the tender forms should be initialed by the person signing the tender form, failing which rates for such items will not be considered.
- 3.7 Income Tax will be deducted at source from the bills as applicable. The Service Provider needs to furnish its PAN number.
- 3.8 The contract will be awarded to lowest bidder on the basis of rates quoted / negotiated provided all other requirements of FACT are fulfilled.
- 3.9 FACT shall have right to accept or reject any or all bids without assigning any reasons thereof.

4 Security System

This being online testing, the testing system needs to be certified compliant with ISO 27001 (Formerly known as BS-7799-2).

5 Termination of Contract

- 5.7 Evaluation of Service Provider's performance by the Company and decisions taken thereon shall be final and binding upon the Service Provider. FACT may terminate the Contract at any time after giving one week notice particularly in any of the following events:
 - i. Fraud committed by the Service Provider
 - ii. Serious default of the Contract terms committed by the Service Provider. iii Sub-contracting without authorization from FACT.
 - iv. Services are found to be un-satisfactory.
 - v. Any violation of terms and conditions
- 5.8 Any act on part of the Service Provider or his employees which will be prejudicial to the interest of the FACT shall be considered as grave breach of the condition of the contract and shall render the contract liable for immediate termination. Loss due to any act on part of the Service Provider will be entirely his responsibility.
- 5.9 In the event of the failure or delay to fulfill the obligations in the execution of work to the entire satisfaction of FACT, FACT reserves the right to terminate the contract as above and make alternate arrangements for carrying out the work at the Service Provider`s risk and cost, and forfeit the security deposit without prejudice to FACT's further right to claim compensation from the Service Provider for loss if any incurred by FACT as a result of his failure to fulfill the obligations.
- 5.10 Without terminating this contract, FACT will also have the option of engaging some other Service Provider(s) to carry out the work at the risk and cost of the contractor, in the event of failure to meet the Company's requirements and any additional expenditure incurred by the Company will be recovered from the security deposit, bills or any amount due or in any other manner.
- 5.11 FACT may direct the Service Provider to replace any of its staff whose services are not found satisfactory.
- 5.12 FACT reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:
 - 5.12.1 If the Service Provider is adjudicated insolvent by a Competent Court or files for insolvency or if the Service Provider being a company is ordered to be wound up by a Court of Competent Jurisdiction
 - 5.12.2 If any chargesheet is filed by a competent authority of the Government against the service provider or if the service provider is convicted by a

criminal court on grounds of moral turpitude.

5.12.3 The Service Provider is involved in wrongful billing. Wrongful billing is liable to result in the service provider being debarred from participating in any other tender of FACT.

5.12.4 The decision of FACT in terminating the contract will be final and binding on the Service Provider.

5.13 It is clearly understood by the Service Provider that if a charge sheet is filed by any competent authority of the Government against the Service Provider, the Service Provider is obliged to notify FACT within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for services provided after the date of the filing of the charge sheet, without prejudice to such other recourses as available as per law.

5.14 If there is a change in the name of the Service Provider's firm /company's etc. arising out of:

- a) merging with some other company or
- b) collaboration with some other company or
- c) for any other reason

or, if any changes take place in the constitution of the Service Provider, FACT should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and FACT may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be liable to be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein.

6 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit submitted with the bid shall stand forfeited in the event:-

- a. The bidder withdraws his offer any time before the tender is finally considered/ decided upon.
- b. The bidder increases the quoted prices during the validity of the quotations/extension granted on the validity.
- c. The Service Provider fails to accept the contract, if awarded.

7 DISQUALIFICATION

The quotation is liable to be disqualified if:

- (a) Not submitted in accordance with terms and conditions of the Tender Form.
- (b) Not accompanied by Earnest Money Deposit.
- (c) If the Bidder increases the quoted prices during validity of the quotation period or its extended period, if any.
- (d) The Bidder qualifies the Tender with his own conditions.
- (e) Received in incomplete form , without required documents etc. including rate schedule.
- (f) Received after due date and time.
- (g) Information submitted in Annexures is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (h) The Service Provider qualifies the letter of acceptance of the contract with his conditions.

- (i) Multiple tenders being submitted by one Bidder or if common interests are found in two or more Bidder, both the Bidders are liable to be disqualified.
- (j) While processing the tender documents, if it comes to the knowledge of FACT that some of the Bidders have formed a cartel resulting in delay/holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for further period.

8 Payment Terms:

The payment will be made in two components on completion of the following to the satisfaction of FACT.

- a) 50 % after completion of the Online test
- b) Balance 50% after final selection process i.e., GDs / interviews and handing over all relevant documents to FACT.

8.1 The Service Provider shall submit bills in duplicate, complete in all respects. The payment shall be made within 30 (Thirty) days from the date of receipt of bills complete in all respects subject to certification of satisfactory completion of work at each of the above stages.

8.2 The Service Provider shall note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

9 Essential Conditions of the Tender :

The essential conditions of the tender, failing which, the tender shall be disqualified are as follows :

- i) Submission of Earnest Money Deposit
- ii) Submission of Work Orders as per Technical Information Sheet and documents as mentioned in Annexure – C.
 - Copy of work order wherein you have developed qualifying online test modules
 - Copy of work order wherein you have administered online test modules at all-India levels including setting up of the exam centers at various locations
 - Copy of work order wherein you have furnished examination results as per requirement of the organization.

10 Exit Clause

FACT at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days notice to the Service Provider.

11 Security Deposit

11.1 Security Deposit for 5% of contract value has to be deposited by the successful bidder within 15 days of issue of Letter of Intent and before commencement of job, by DD or through a Bank Guarantee of any Nationalized Bank/Scheduled Bank acceptable to FACT, in the format prescribed by FACT. The Bank Guarantee should be valid till expiry of the contract, with a further claim period of 6 months. The demand draft should be drawn in favour of "The Fertilisers and Chemicals Travancore Ltd." payable at Udyogamandal.

11.2 In case of termination of the contract for any reason attributable to the Service Provider, the Security Deposit shall stand forfeited, either wholly or partly and the Service Provider shall have no claim whatsoever against FACT in consequence of such termination of the contract.

- 11.3 In the event the Service Provider gives up the work before expiry of the contract or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- 11.4 No interest shall be payable on the Security Deposit.
- 11.5 FACT shall also be entitled to make recoveries from the Service Provider's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement and penalties if imposed.
- 11.6 The Security Deposit paid by the Service Provider shall be subject to necessary deductions, if any, and will be returned after three months on successful completion of the contract.
12. In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of FACT shall be final and binding.
13. The Service Provider shall abide by and comply with all local, national as well as international laws in connection with services under the subject contract. FACT shall not be responsible for breach of law, if any, by the Service Provider.
14. 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.
15. 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.

16 Employment of Workers

- a. The workers employed by the Service Provider to perform the contract, shall be the employees of the Service Provider and the Service Provider alone shall be liable to pay the wages and all other payments as may be due to the workers and FACT shall in no way be liable for the same. The Service Provider shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the Service Provider shall also indemnify FACT for any claims whatsoever made by such workers against FACT in that behalf.
- b. The Service Provider shall engage adequate number of qualified and experienced persons / his own employees to carryout the assignment under contract successfully.
- c. The Service Provider shall be responsible for the payment of Wages/Salaries, P.F., ESIS, Bonus, Leave Salary, other Legal dues etc. as per the statutory Acts / Regulations to the staff employed by the Service Provider and also at various centers.
- d. FACT shall not be responsible for death, disablement, injury, accident to Service Provider's employees, which may arise out of and in the course of their duties with the Service Provider. FACT shall not be liable to pay any damages or compensation to the Service Provider's employees. The same are to be paid by the Service Provider as per the provisions of Law.

UNDERTAKING

(On Rs 200 stamp paper)

I _____ son / daughter of Mr. _____,

Proprietor / Director / Authorised signatory of the -----(name of firm Service Provider) is competent to sign this document. I hereby declare that I have read and fully understood the contents of the RFQ No. FACT RFQ/DGM-HR-ONLINE TEST/2018 dated 6.1.2018 with all its enclosures including the Scope of Work and the Terms and conditions stated therein, accept the same and hereby undertake to comply with the same.

I hereby give an undertaking that _____(name of the Service Provider) has the capability to undertake the prescribed job detailed in scope of work. The Information/documents furnished as part of this bid are true and authentic to the best of my knowledge and belief.

I am well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of the bid submitted by me, without prejudice to other recourses as per law.

Dated this _____ Day of -----

Signature :

Signatory Name: _____

Designation: _____

Seal:

Place: