

**FACT
CORPORATE
MATERIALS.**

**TRANSPORTATION,SUPPLY,DISTRIBUTION AND
SERVING OF FOOD ITEMS IN FACT-CD, CD
TOWNSHIP AND WI INSTALLATIONS**

**Enquiry No: MM/182/E23066
dated 02.03.2021**

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CORPORATE MATERIALS DEPARTMENT, PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL, COCHIN, KERALA – 683 501
Tel : (0484)- 2568 273/260,2545196
E-mail: julian@factltd.com; deepu.cn@factltd.com;
Website: <http://www.fact.co.in>

**e-Tender for TRANSPORTATION,SUPPLY,DISTRIBUTION AND SERVING OF FOOD
ITEMS IN FACT-CD, CD TOWNSHIP AND WI INSTALLATIONS**
[ENQUIRY No. MM/182/E23066 dtd 02.03.2021]

Online bids (two part) are invited for undertaking the work of Transportation, supply, distribution and serving of food items in FACT-CD, CD Township and WI Installations **for a period of two years**, through <https://eprocure.gov.in> portal. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.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: **17.03.2021/ 3.00 PM.**

Sd/-


Asst. General Manager (Materials)-T&S

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

Transportation &  services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



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FACT CORPORATE MATERIALS.	TRANSPORTATION,SUPPLY,DISTRIBUTION AND SERVING OF FOOD ITEMS IN FACT-CD, CD TOWNSHIP AND WI INSTALLATIONS	Enquiry No: MM/182/E23066 dated 02.03.2021
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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

(A Government of India Enterprise)

NOTICE INVITING e-TENDERS



Online bids (two-part) are invited for undertaking the work of **Transportation, supply, distribution and serving of food items in FACT-CD, CD Township and WI Installations for a period of two years** through <https://eprocure.gov.in> portal. The details of work are described in the Scope of Work in Annexure-V. The bidders may also refer the Instructions to Bidders (Annexure-I), Special Terms and Conditions (Annexure-V) and Standard Terms and Conditions (Annexure VI) applicable for the proposed contract.

PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER

Visit <https://eprocure.gov.in> for online bid submission

1.0 General Information

Enquiry No.	MM/182/E23066 dated 02.03.2021
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	17.03.2021 / 03.00 P.M.
Date & Time for opening of Part A of the Bid.	18.03.2021 / 03.30 P.M.
Name of Work/Description	Transportation, supply, distribution and serving of food items in FACT-CD, CD Township and WI Installations.
Earnest Money Deposit	Bid Security Declaration in lieu of EMD
Security Deposit	3% of the total contract value
Period of contract	2 years from date of commencement of work as per LOI/work order
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mr. Deepu C N, Tel: +91 484 2568273, e-mail: deepu.cn@factltd.com 3) Mr. Julian Vijay Kumar, Tel: +91 484 2568260/8629, 2545196 e-mail: julian@factltd.com

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2.0 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)' for details.

3.0 EVALUATION OF BIDS:

- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 Bidders shall quote rates for all the items of work, against Schedule of work in the Price Bid Format (BoQ) vide Annexure – VIII. Bids not complying with the above will not be considered.
- 3.3 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.
- 3.4 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.
- 3.5 A single 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.

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 organisation of any other party quoting against this tender (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 conclusive.
- 4.4 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. along with the bid as per Annexure-XII. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.
Mr. P.K. Vijayakumar, IRS (Retd),

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Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002
Mobile: 8547381122,E-mail address: vkmenon78@gmail.com

The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to The Assistant General Manager (T&S), Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

Note: In case bidders require any clarification pertaining to the tender please contact the officers at 4.5 & 4.6 below. Kindly note that the Independent External Monitor should not be contacted for clarifications regarding the tenders.



- 4.5 Any information on site familiarization/nature of work, if required by the bidders, can be had from The Officer-Welfare (CD) (Tel: 2723244) or any officer authorised by him. The bidders are advised to duly get themselves informed of all the details they require before submitting their bids.
- 4.5 For any clarification on this enquiry please contact Asst. General Manager (Materials)-T&S, [Phone- 0484- 2545196, 2568260] or Asst. Manager(D) (Materials)-T&S [Phone No.0484-256 8273], CENTRALISED MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers And Chemicals, Travancore Limited

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)	7
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	3
4	Annexure IV	Compliance Statement	1
5	Annexure V	Special Terms & Conditions of contract	26
6	Annexure VI	Standard Terms and Conditions	5
7	Annexure VII	Un-priced copy of Price bid format	2
8	Annexure VIII	Price bid format (BoQ)	Separate excel sheet
9	Annexure IX	Format for Bid-Security Declaration	1
10	Annexure X	Proforma of Bank Guarantee for Security Deposit	2

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11	Annexure XI	Proforma for Agreement	1
12	Annexure XII	Integrity pact	6



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ANNEXURE-I

Instructions to Bidders (OPEN e-Procurement)

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender 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 signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement 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 various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. 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.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.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, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :

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The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

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



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

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

1. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

5.2 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.

- 5.3 The priced BOQ 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.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage 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.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 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.
- 5.8 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

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documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 **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.

6.2 **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.

7.0 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:



7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyog Aadhar Memorandum number by the vendors on CPP Portal) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.

7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as

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per the order shall also be applicable.

In case of non divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

This tender is non divisible.

9.0 DEVIATIONS:

9.1 Deviations in the tender clauses shall not be accepted.

9.2 FACT reserves the right to reject the offers with deviations without further correspondence.

9.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.

10.0 CONFORMITY:

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

11.0 Rates:

11.1 Bidder shall quote his lowest rate for the work strictly as per the BoQ (Price Bid format) . Bids not complying with the above are liable to be rejected.



The Un-priced bid 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.

11.2 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.

11.3 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, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free

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Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 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. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

- 12.2 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 alternative arrangements made at the risk and cost of the Contractor.

13.0 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.



14.0 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.

15.0 The bidder shall furnish the following along with the offers.

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted

In case of unregistered contractor, a declaration to that effect with reason should be furnished.

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FACT's GST No. in the state of Kerala is **32AAACT6204C1Z2**. FACT's GST numbers in other southern states is as follows:

Tamilnadu: 33AAACT6204C1Z0
Karnataka: 29AAACT6204C1ZP
Andhra Pradesh: 37AAACT6204C1ZS
Telangana: 36AAACT6204C1ZU
Puducherry: 34AAACT6204C1ZY

The supplier/contractor shall do the following:

- Submit GST compliant tax invoice to FACT along with supply.
- Shall ensure uploading the above invoice as per statute &
- File monthly returns in time enabling FACT to claim the input tax credit.



GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.

16.0 **GENERAL:**

- 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. 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.
- FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 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.
- FACT may relax condition of prior turnover and prior experience (if specified in the tender) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the tender) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to

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meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568273/2545196; Email:julian@factltd.com
- 16.7 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. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



17.0 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.

18.0 FRAUD PREVENTION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-TS

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ANNEXURE-II

Pre-qualification criteria to be met by bidders.

- 1 Bidder should have experience in conducting Hotel / Restaurant / Industrial Canteen / Catering services/transportation of food items for a period of at least one year during the preceding five years ending on the date of tender.

Bidder shall enclose along with Part-A bid, any one of the following documents towards proof of experience.

- (a) Copy of work order or service contract, for a period of one year or more, issued in the name of the bidder by the organisation / client served.
- (b) Performance/ Completion certificate issued in the name of the bidder by the organisation / client served certifying successful execution of the contract for at least one year,
- (c) Certificate from Secretary/President/Chairman of the local Government bodies if the bidder is running Hotel/Restaurant/Industrial canteen/Catering services of his own for a period of one year or more.

- 2 Bidder should own or have under their control by means of lease, at least Three covered vehicles, out of which atleast Two vehicles shall be covered four wheeler goods carrier (like Tata Ace, Piaggio, Mahindra pickup, Force or vehicles with similar capacity) and the remaining vehicles if any, shall be covered three wheeler/Four wheeler.

Copies of the RC Book, Fitness Certificate, Insurance, etc. shall be enclosed in the bid. In case of leased vehicle, lease agreement in Rs.200/- stamp paper shall also be enclosed.

- 3 The bidder shall enclose along with pre-qualification bid, the following documents towards proof of financial soundness:

- (a) Copies of Income Tax returns for the three previous years ending as on 31.3.2019
(OR) Copies of audited Balance sheet / Profit & loss Account for last three previous years ending as on 31.3.2019



AND

- (b) Solvency certificate (original) for a minimum of Rs.6,00,000 from a Nationalised/ Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after the date of enquiry.

Bidders not fulfilling Pre-qualification criteria as above will not be considered

Note for Micro & Small Enterprises and Start-ups: Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Start-ups without any relaxation.

Note: The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders /documents submitted by them, directly with the clients or any other agency in this regard.

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Annexure-III

VENDOR DATA UPDATION (DECLARATION) FORM



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	
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	Name of the person authorized to sign the bid and related documents	
17	Date of Registration of Firm	
18	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership / Limited Company
19	Name and address of proprietor/ Partners/ Directors	

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20.	CATEGORY:			
a	Whether the entrepreneur comes under the following status (Micro/ Small/ Medium)			
	In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal ; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.			
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category			
21	Financial Worthiness :			
a.	Name , Address and Telephone Nos of Bank with which the bidder has financial dealings.			
22.	Details of Credit Limits/facilities enjoyed (Please submit certificate from Bank)			
.	Name of Bank	Type of credit (i.e C/C, O/D etc.)	Amount of Credit Limit sanctioned (Rs.)	
1				
2				
3				
4				
23.	As required in Clause 1 of Pre Qualification Criteria , bidders experience in conducting Hotel / Restaurant/ Industrial Canteen / Catering Services/transportation of food items for a period of at least one year during the preceding five years as on the date of tender shall be furnished as per the format below (Attach certificates from organisation served) .			
	Name of Organisation	Description of Work with W.O No &date	Turnover/Value of W.O(s)in Rs.	
			2016	2017
			2018	2019
			2020	or later
1				
2				
3				
24	Have you ever been blacklisted by any Government Department, Public Sector, Quasi Government Undertaking.			

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25	Time required for commencement of work from date of our work order/letter of Intent (LOI).days
26	Bid Security declaration enclosed/exempted	
	Name of the Bank/Issuing Branch	UTR/Challan Receipt No. & Date

27. Details of 4 wheelers and Petty Autos offered for the work as per clause 2 of PQ Criteria
Registration No. Four wheeler/Petty auto
- 1.
 - 2.
 - 3.
 - 4.
 - 5.

27. 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	

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.



Authorised Signatory,

Date: Name :

Place: Designation :

Signature :

(seal)

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ANNEXURE IV**COMPLIANCE STATEMENT**

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/182/E23066 dtd. 02.03.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and 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:


Date:

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CHKD. BY :



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ANNEXURE-V**SPECIAL TERMS AND CONDITIONS OF CONTRACT****ANNEXURE-V-1****SPECIAL TERMS AND CONDITIONS FOR FOOD SUPPLY AT CD PLANTS**

- A. 'FACT shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal and Ambalamedu and FACT Engineering Works, Palluruthi, Marketing offices spread across South India & FACT Engineering & Design Organisation, Udyogamandal (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).
- B. "Contractor" shall mean the individual / firm / company, who has been awarded the Work Order (Contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.
- 1. Scope of Work:** The work includes serving/distribution of Tea in 3 shifts, Tiffin in night shift, Preparation and distribution/serving of Evening snacks in evening shift and Special Snacks for loading helpers in Day and Evening Shift and transportation and serving of meals from Main Canteen to Executive Dining Hall, Phase-II Dining Hall, Plant area and vice versa.
- 1.1 Distribution and serving of meals, special items in Phase-1 and Phase-II dining hall as and when required in all shifts.
- 1.2 Collection, filling, transportation and distribution of meals carriers to plant area in day and evening shifts
- 1.3 Distribution of special sweets as and when required in plant area.
- 1.4 Distribution and serving of Tea 150 ml. each cup shall be to the employees at various distribution points listed in (Annexure-V-I.A) at FACT Cochin Division, Ambalamedu. Supply of tea shall be done in all three shifts.
- 1.5 Distribution and serving of Tiffin to the employees engaged in Night shift (12/8 shift) of FACT Cochin Division shall be in Tiffin Carriers at the points listed in Annexure-V-I.A.
- 1.6 Preparation,Distribution & serving of Evening Snacks as per Annexure V-I.B to the employees engaged in Evening shift (4/12shift) of FACT Cochin Division in sets consisting of 2 pieces supplied from Main Canteen at points listed in Annexure-V-I.A.
- 1.7 Preparation, Distribution and serving of Special Snacks to Loading helpers engaged for Head Load work in PH & D of FACT Cochin Division as per the instruction from Shift-in-charge on a day to day basis in the 8/4 and 4/12 shifts.

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1.8 The contractor shall distribute special sweet items as and when required at various locations (Annexure-V-I.A) by his own men and in his own vehicle.

1.9 Transportation of Meals from main Canteen to Executive Dining Hall during 8 AM to 4 PM shift and to the Phase-II Dinning Hall during 8 AM to 4 PM and 4 PM to 12 Midnight shifts at FACT Cochin Division, Ambalamedu. The goods vehicles to be used shall be of covered and closed type. In case of shortage of meals in any of the three dining halls, the contractor shall transport meals from the dining hall having excess quantity to make good the shortage.

1.10 The contractor shall provide one covered four wheeler goods carrier with driver for the transportation of meals in day and evening shifts from PH1 Canteen to PH II Canteen and for transportation of meals in day shift to Executive Mess from PH1 Canteen.

2. The contractor shall engage one supervisor for the supervision of the activities and he shall be available in the Office provided by FACT in all the three shifts for routine co-ordination with the authorized officer of CD Cafeteria for instructions regarding execution of work.

3. Quantity Required: The average daily requirements as per shift basis of Tiffin, Snacks and tea are given below.



Item	Night shift	Day shift	Evening shift
Tea	450*	1000*	450*
Night Tiffin	230	-	-
Evening snacks	-	-	150
Special Snacks	-	50	50

*Cumulative total

Supply shall be made as per the following timings on all days.

Item	Night shift	Day shift	Evening shift
Tiffin	2:00AM to 3:00AM	Not applicable	Not Applicable
Tea	2:00AM to 3:00AM & 6:00 AM to 6:45 AM	8:30 AM to 9:15 AM & 1:30 PM to 2:15PM	4:30 PM to 5:15PM &9:30PM to 10:15PM
Evening Snacks	Not applicable	Not applicable	4:30 PM to 5:15PM
Special Snacks	Not applicable	8.30AM to 9.00AM	4:30 PM to 5:00PM



4. Average daily requirement shown above is only indicative. The company reserves the right to regulate/modify the daily requirement as per need. The contractor shall liaison with the welfare department regarding day-to-day requirement. If there happens to be any substantial

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variation in daily quantity required, the same shall be informed to the contractor sufficiently in advance.



5. The contractor shall ensure timely supply of Tiffin/tea/snacks at various service points as per the provisions of the contract. Tea is to be supplied in thermo kettles/kettles to the employees at designated locations/ service points remarked in each plant/departments as existing and as may be decided by FACT from time to time. The contractor is expected to supply any other snacks also, along with the tea, if the company decides to provide it.
6. The contractor shall arrange at his expenses all necessary permits, certificates and licenses required as per applicable laws, regulations and other rules in force at the place where the work is to be performed.
7. 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 five minutes a penalty of Rs.500/- per occasion and for late supply by 6-10 minutes a penalty of Rs.1000/- 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/- at the discretion of the Management. This will however not limit the right of the Management to terminate the contract for non-performance.
8. Tiffin/Evening Snacks is to be supplied to employees against coupons issued by the Welfare department of Cochin Division. Coupons collected by the contractor are to be submitted to CD Welfare Department on a day-to-day basis.
9. 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.
10. The contractor shall ensure timely supply of meals, tea, Tiffin, and snacks at various service points as per the provisions of the contract. Tea is to be supplied in thermo kettles / 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. The workers engaged by the contractor shall wash the Vessels, Thermo flasks, Thermo kettles, Thermal urn, and other utensils etc. used for tea and tiffin preparation / transportation with soap solution and hot water in every shift. Soap and hot water shall be provided by FACT.
11. The contractor is expected to supply snacks also, along with tea, if the same is provided by the company. The contractor is bound to supply extra items, if required as per the instruction of the shift in charge.
12. Special Snacks –Special Snack to be supplied to the loading helpers engaged for Head Load work in PH & D based on the direction of the shift in charge in day and evening shift.
13. The contractor shall provide uniform and other safety equipment to workers engaged.
14. The employees of the contractor on duty shall be healthy and shall always wear clean and

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neat dress. Since the company is an ISO 14001 certified one, the contractor shall strictly follow the instructions of the company in this regard.



15. The contractor is liable for the upkeep of utensils and tea flasks issued for the purpose of supply. Deduction will be made for any willful neglect from the contractor or his employees.
16. Any loss/damage of equipment, building, 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 bills or claimed otherwise.
17. Rates: The rates as per the Order shall be firm during the contract period. The rates shall be inclusive of all taxes & duties, except GST. The company shall not entertain any other claim on any account during the currency of the contract. GST, if applicable as per statutory notification, shall be payable extra.
18. The rates indicated in the work order shall be firm throughout the period of contract. Request for price revision shall not be entertained.
19. Period of Contract: The contract period shall be for TWO YEARS from date of commencement of work as per Work Order/LOI. However, the company reserves the right to terminate the contract partially or fully during the course of the contract by giving two week notice.
20. 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 Letter of Intent 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 to be executed will 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.
21. The violation of any of the terms and conditions of contract by the contractor shall entail forfeiture of security deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.
22. Workers for the supply/distribution shall be engaged and remunerated for by the Contractor. The Employees engaged by the contractor should know the local language for easy communication. FACT shall have no liability to the employees or members of Contractor whatsoever. However, the prior permission of the Welfare Department shall be obtained by the Contractor for posting any person in-charge of or in employment at the canteen. The persons so employed should subjected to medical examination at the time of posting and thereafter periodically as fixed by FACT. The Contractor should produce Medical Certificate from Competent Authority in the prescribed format for the workers employed. The contractor shall produce Police clearance certificate in respect of the workers engaged by the contractor.
23. FACT will provide all the firefighting equipments and it is the responsibility of the Contractor that his people will also be familiarized with the fire extinguisher. The Contractor should

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instruct his Workers to follow all safety rules and he shall ensure that all his workers attend the Safety training provided by the Company.



24. Rest room of contract workers must be kept clean and tidy at all times.
25. 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.
26. The contractor must ensure that the workers engaged must be neatly dressed and must observe discipline and etiquette.
27. The workers engaged should be medically fit and contractor should produce medical certificate in every year as in the prescribed format issued by the company Medical Officer in respect of workers engaged and recruits.
28. 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 Welfare Officer/Deputy Manager (HR-W)-CD.
29. The Contractor should ensure that the workers engaged by him are not paid less than the notified minimum wages.
30. 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.
31. 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.
32. If the Company is not satisfied with the services or conduct of any of the employee of the Contractor for any reason whatsoever, the Contractor shall remove such employees from the Company's premises.
33. The Contractor shall register his employees under the E.S.I Act and Employees Provident Fund and Miscellaneous Provisions Act and regulations framed there 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.
34. 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

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Safety measures and his Supervision to ensure the safety at work site.

35. 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.
36. 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.
37. 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.
38. Payment: The bill for supplies effected for every 15 days, together with supporting documents, shall be submitted to the officer in charge of CD Canteen for scrutiny / processing. The payment shall be made after statutory deduction of income tax, ESI, Provident Fund etc. as applicable.
39. Payments as per terms & conditions of Purchase Order/Work Order will be credited to the bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorisation letter: (a) Bank Name, (b) Branch Name (c) MICR Code, (d) IFSC Code, (e) Account type (f) Account No.
40. GST: The rate quoted by the Bidder for all the works as per this tender shall be exclusive of GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence towards proof of remittance. If the same is to be paid by FACT, the above shall be done by FACT directly.
41. ESI & PF: The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The contractor shall ensure full compliance to the above Acts. The contractor shall be responsible for making all payments to his workmen, including PF & ESI benefits as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the contractor's bills as applicable and remitted to the concerned Departments by FACT, based on wage roll cum attendance roll to be furnished by the Contractor once a month, say, 5th of every month to the concerned payroll section/ PF section, so that the PF & ESI amount can be ascertained and recovered/payment obtained.
42. All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both workers and employer's contribution from the contractor's bill and remit the same to the fund.

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43. All disputes or differences between the contractor and his/their workers shall be settled by him/them. The company will have absolutely no liability whatsoever concerning the workers of the contractor. The contractor shall indemnify the Company against any losses or damages or liabilities arising out of his/their relations with him/their employees or in course of employing persons. The contractor should maintain proper records/registers as required by the concerned statutes and submit them to the Company as and when required.
44. All materials taken out shall be regulated through material passes issued by an authorised officer.
45. FACT reserves the right to terminate the contract at any time during the period of the contract without any obligation, if performance of the contractor is found unsatisfactory. Security Deposit will be forfeited if the contract is terminated due to the unsatisfactory performance of the Contractor.
46. The contractor shall be fully responsible for the successful execution of the contract as per conditions stipulated above. Any contravention of the above conditions may lead to termination of the contract and forfeiture of the security deposit. The contractor shall be responsible for all consequences arising out of such termination and the company will be free to seek other remedies in addition to forfeiture of security deposit. The company reserves the right to rearrange the work at the risk and cost of the contractor.
47. Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.
48. 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 authorization, 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.
49. If any work entrusted with other parties by the company is obstructed by interference with or caused to be interfered with, to the detriment of the company's interest by the contractor or his workers, the contract will be terminated without notice and the remaining work for the un-expired portion of this contract will be arranged by the company through other parties at the risk and cost of the Contractor. The decision whether the company's work has been interfered with or obstructed will be taken by the company and it will be final.
50. The contractor shall be responsible for any loss or damage to property and articles of the company by the workers of the contractor.

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51. The decision of the General Manager (CD), FACT will be final and binding on the contractor regarding the performance of the contract.
52. The Contractor shall obtain photo identity badges (Passes) approved and issued by CISF FACT Unit for himself, his labourers/workers and representatives for entry inside the premises of FACT. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which amount as fixed by the FACT shall be payable for every pass thus not surrendered.
53. Giving or requesting any type of illegal gratification to/from any person / agency inside or outside FACT premises will be viewed very seriously and FACT reserves the right to take suitable action against the Contractor indulging in such practices, including termination of contract without notice, and the remaining work in such cases will be arranged by FACT through other parties at the contractor's risk and cost.
54. 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.
55. Strike etc. by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.
56. Assignment/ Sub contracting is not allowed.
57. Termination: If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be, or if in the opinion of the company if the contractor fails to fulfil his obligations in the execution of the work to the company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements. Evaluation of the contractor's performance by FACT and decisions taken thereon shall be final and binding on the contractor.

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ANNEXURE V-1A

DISTRIBUTION POINTS

Supply of Tea/Tiffin/Evening Snacks (Booth Supply & Spot Supply)



A .Booth Supply of tea in Thermo Flasks through following booths–Day shift
(8AM to 4PM) only

1	Canteen
2	Bagging-I : Ground Floor & Loco Room
3	Bagging-II : 1 st floor – 2 Thermo flasks, one without sugar & Off site mechanical
4	Bagging Plant (Asiad Godown) – 2 Thermo flasks, one without sugar
5	Phase-II Electrical : 2 Thermo flask – one without sugar
6	PAP Ground floor
7	NPK (Mechanical)
8	Thermal Plant, A/C repair section (FEDO building)
9	Ph-I Electrical and Instrumentation Building full
10	Ammonia Mechanical
11	Fire
12	DCS
13	Work Shop : 2 Thermo flasks - one without sugar
14	Stores
15	Main Lab building, Civil maintenance, Mechanical Inspection, Pay roll, PF office, CISF main gate
16	Technical office (as and when required)
17	Transportation & CISF office

B. Spot Supply – Supply of Tea/Tiffin/Evening Snacks in various spots

8/4 shift – spot supply - Tea

1	SAP	Bulk, Ammonia Handling (if necessary, Boat yard & Speed boat), SA Plant (Melter, Field Control room, Instrumentation, Water treatment, Lab, DCS), Acid Terminal, Ph-II Heavy, SAP-Mechanical
2	PAP	PAP, Raw Materials, SMRM office, Pollution Control, Elec. Workshop, Civil, Instrumentation Lab, Acid office
3	NPK	NPK Plant, NPK Lab, Gypsum Disposal, Phase II gate, Weigh Bridge-II

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4/12 shift - spot supply- Supply of Tea/Snacks

1	Ammonia Handling (if necessary, Boat yard & Speed boat), PH II Heavy, SA Plant (Melter, Field Control room, Water treatment, Lab, DCS), Acid Terminal, Raw Materials, Pollution Control
2	NPK plant, Phase-II Electrical & Instrumentation, Phase-II gate, Gypsum Disposal, Weigh Bridge-II, PA Plant
3	Canteen, Transportation, CISF office, PH-I gate, Main Lab, DCS, Workshop, Dispensary, Fire, Water treatment plant, Thermal Plant
4	Phase-II bagging, Bulk, Ammonia Handling (if necessary, Boat yard, Speed boat & Ph-II Heavy)

12/8 Shift – Spot supply- Supply of Tea/Tiffin

1	SA Plant (Melter, Field Control room, Water treatment, Lab, DCS), Raw Materials, Pollution Control, Acid Terminal, Instrumentation-II, Ph-II Heavy, Ammonia Handling (if necessary, Boat yard & Speed boat)
2	Thermal, NPK Plant, Lab, Shift Electrical & Instrumentation, Weigh bridge, Phase-II gate, Gypsum Disposal
3	Canteen, PH I gate, NH3 DCS, Workshop, Water treatment, Fire, Plant Dispensary, PAP plant.
4	Phase II bagging area

8/4 Shift & 4/12 Shift – Spot supply(Special Snacks)

1	Product Handling – To Loading Helpers engaged for Head Load work in PH&D
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ANNEXURE V-I.B



EVENING SNACKS –MENU

Set I

1	Kozhikotta	60gms
2	Ada	100 gms

Set II

1	Sughiyan	60 gms
2	Bonda	60 gms
3	Samosa	45 gms
4	Pazhampori	60 gms
5	Uzhunuvada	30 gms
6	Parippuvada	35 gms
7	Pathiri	40 gms
8	Neyyappam	60 gms

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9	Savalavada	40 gms
10	Undanpori	50 gms

Supply of Evening snacks – Snacks of two pieces – one item each from the above two sets (I & II) of items instead of one set containing 2 pieces of any combination of items

The items shall be of good quality, fried in coconut oil and hygienically supplied using SS utensils.

The supply of snacks shall be in evening shifts [4 PM-12 PM], as specified in the Menu and as per the Terms and Conditions. The distribution of snacks shall be to the Main Canteen at 3.00 PM on day to day basis.

The contractor shall prepare and supply these items as per the Menu to the Main Canteen.

Quantity required : 150 packets per day.

Average daily requirement shown above is only indicative. The company reserves the right to regulate/modify the daily requirement as per need. The contractor shall liaison with the welfare department regarding day-to-day requirement. If there happens to be any substantial variation in daily quantity required, the same shall be informed to the contractor sufficiently in advance.

All the items shall be prepared with pure and quality material, maintaining hygienic standards. Coconut oil shall be used for preparation. In case any item is found sub-standard or of inferior quality or unhygienic, FACT shall have the right to reject supply of such items. And on such occasions, it will be assumed that contractor has not made any supply.

In the event of short supply, rejection or failure on the part of the contractor to supply the requirements on time, FACT shall make alternative arrangement and any loss incurred by FACT in this connection shall be recovered from the contractor without prejudice to FACT's other rights under the contract.

Rate shall be quoted for 1 set of Evening Snacks as per the Menu. The rate shall be all-inclusive for Preparation and supply to Main Canteen of FACT Cochin Division, Ambalamedu.

FACT shall not provide any facility for the preparation of special snacks.

ANNEXURE V-I.C



SPECIAL SNACKS -MENU

1	Chappathi	2 Nos with curry
2	Porotta	2 Nos with curry

Special Snack sets - Two Porotta + vegetable curry or two chappathi + vegetable curry
The curry shall be packed in separate food grade silver foil.

Supply of Special Snacks to Main Canteen of FACT Cochin Division – One set of cooked food Chappathi (2 Nos.) with curry/Porotta (2 Nos) with curry.

Sufficient number of snack sets, as informed by the shift-in-charge on a day –to-day basis shall be brought and supplied at Main Canteen between 7.30 AM to 8.00 AM and 4.00 PM to 4.30 PM in the 8/4 and 4/12 shifts respectively and as per the Terms and Conditions.

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The contractor shall prepare and supply these items as per the Menu at Main Canteen.
FACT shall not provide any facility for the preparation of special snacks.

Quantity Required: 50 packets per shift.

Average daily requirement shown above is only indicative. The company reserves the right to regulate/modify the daily requirement as per need. The contractor shall liaise with the welfare department regarding day-to-day requirement. If there happens to be any substantial variation in daily quantity required, the same shall be informed to the contractor sufficiently in advance.


All the items shall be prepared with pure and quality material, maintaining hygienic standards. Coconut oil shall be used for cooking. In case any item is found sub-standard or of inferior quality or unhygienic, FACT shall have the right to reject supply of such items. And on such occasions, it will be assumed that contractor has not made any supply.

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TRAVANCORE LIMITED**

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ANNEXURE-V-II

SPECIAL TERMS AND CONDITIONS FOR FOOD SUPPLY AT CD TOWNSHIP

DEFINITIONS:

A. FACT –Shall mean The Fertilisers And Chemicals Travancore Limited.

B. Contractor–Shall mean the person / company / firm with whom FACT has entered into the contract for subject work in FACT Cochin Division at Ambalamedu.

1.0 Introduction

In FACT Cochin Division Township at Ambalamedu, employees are posted at various work spots. The work involves (i) Transportation of Meals, Night Tiffin from Phase I Canteen to various points at Township & distribution of the same, (ii) Transportation & Serving of Tea twice in all the three shifts and (iii) Transportation & Serving of evening snacks from phase I canteen to various work spots in the FACT Cochin Division Township at Ambalamedu.

1.1 Scope of supply by the Company:

a) Plates, glasses, utensils and vessels for supplying meals, tiffin and tea will be provided by FACT on returnable basis on the expiry of the contract period.

2.0 SCOPE OF WORK/ QUANTITY:

FACT-CD TOWNSHIP



Transportation, distribution and serving of tea, Evening snacks (from main canteen), special sweets (if any), Collection, filling, distribution of Meals & Night tiffin to our employees posted to various work spots in CD Town ship at their work spots from phase I Canteen.

i	Transportation, distribution & Serving of Meals	8/4 Shift	FACT-CD Township at Ambalamedu
ii	Transportation, distribution & Serving of Meals	4/12 Shift	FACT-CD Township at Ambalamedu
iii	Transportation, distribution & Serving of Night Tiffin	12/8 Shift	FACT-CD Township at Ambalamedu
iv	Transportation, distribution & serving of evening snacks	4/12 Shift	At various work spots in FACT Cochin Division Township at Ambalamedu

3.0 THE TIMINGS FOR THE SUPPLY

a) Tea

12/8 shift - 6.00 AM

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08/4 shift - 8.30 AM & 1.30 PM

4/12 shift - 5.00 PM & 9.30 PM

Tea will be provided from Phase I canteen. Transportation and serving of the items to various work spots are to be done by the contractor

b) Tiffin

12/8 shift - 6.00 AM

Tiffin items will be provided from Phase I canteen. Transportation and serving of the items to various work spots are to be done by the contractor.

c) Meals

Meals will be provided from Phase I canteen. Filling of meals in tiffin carriers and transporting the filled tiffin carriers to various work spots in the town ship area are to be done by the contractor in 8/4 and 4/12 shifts.

08/4 shift - 12.00 Noon

4/12 shift - 08.00 PM

d) Evening snacks at 5 PM

Snack of two pieces provided from Phase I Canteen is to be served to employees at various work spots.

4.0 ESTIMATED QUANTITY OF TEA, MEALS, NIGHT TIFFIN AND EVENING SNACKS AT FACT CD TOWNSHIP.



Sl No	No Work spot	No of Employees			Total Employees	Maximum No. per day
		12-8	8-4	4-12		
1	Civil	0	3	0	3	Meals 29 nos
2	Electrical	0	2	0	2	
3	Pump houses	5	5	5	15	
4	OHC	0	6	0	6	
5	Pertol pump	0	2	0	2	
6	CISF	6	6	6	18	
7	Weigh Bridge	1	1	1	3	
8	Ambalamedu house	0	4	0	4	
	TOTAL	12	29	12	53	

Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order by DGM (HR).

5.0 RATES:

5.1 The rates quoted shall be applicable for all the items of work –

- (i)Transportation and serving of Meals
- (ii)Transportation and serving of Night Tiffin
- (iii)Transportation and serving of Tea

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(iv)Transportation and serving of Snacks at each point during the respective shifts as detailed in the scope of work.

5.2 The rates shall be firm during the period of contract. No revision in rates shall be allowed for any reason whatsoever.

5.3 In case the contractor is requested to carry out any similar extra work not initially covered by the rates given in the contract, during the period of contract, the contractor shall be prepared to undertake such work, at rates mutually agreed upon.

6.0 Period of Contract:

Period of Contract: The contract period shall be for TWO YEARS from date of commencement of work as per Work Order/LOI. However, the company reserves the right to terminate the contract partially or fully during the course of the contract by giving two weeks' notice.

7.0 Security Deposit.

7.1 The successful bidder shall remit 3% value of the contract amount as interest free Security Deposit (SD) or furnish a Bank Guarantee from a Nationalized / Scheduled Bank in the format prescribed by FACT for equivalent amount within 15 days of receipt of work order. The bank guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

7.2 The Security Deposit shall not be released until the supply as per the Contract is satisfactorily completed and accepted and final bills paid.

7.3 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.

7.4 The violation of any of the terms and conditions of contract by the contractor shall entail forfeiture of security deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.



8.0 Agreement:

The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

9.0 Penalty for Non-Performance:

9.1 Contractor shall deploy adequate number of workers/labourers on each day of work, as required for carrying out the work as per the contract and based on instructions from DGM (HR) or his authorised representative.

9.2 If the contractor fails to do the work on any day, FACT will make alternate arrangements for the work, without notice to the contractor, and all the cost incurred on such arrangements, including overhead charges shall be recovered from the contractor without prejudice to FACT's

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other rights under the contract.

10.0 Liability to work:

10.1 Before commencing the work, the Contractor shall submit all the details of labourers/ working crew and vehicles/equipments deployed for the work to the authorised officer at FACT-CD.

10.2 The contractor shall engage one supervisor for supervision of the activities and he shall be available in the Office provided by FACT in all the three shifts for routine co-ordination with the authorized officer of Cochin Division Canteen for instructions regarding execution of work.

10.3 Evening Snacks are to be distributed to employees against coupons issued by the Welfare department of FACT CD. Coupons collected by the contractor are to be submitted to Cochin Division Canteen on a shift-to-shift basis.

10.4 The employees of the contractor on duty shall be healthy and shall always wear clean and neat dress. All the steel vessels used for serving meals, tiffin and tea shall be washed with soap solution and rinsed with hot water daily. The Company is an ISO 14001 certified one and the contractor shall strictly follow the instructions of the Company in this regard.



10.5 The contract shall not mean continuous work for the Contractor. There will not be any payment towards idling charges on account of this.

10.6 FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.

10.7 In case, the contractor fails to carry out the works satisfactorily as per the 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/other agencies and all losses, damages or extra expenditure incurred in this connection, if any, shall be to the contractor's account.

10.8 If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfill his obligations in the execution of the work to company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements.

10.9 In case the Contractor fails to commence the work (or) failed to continue the contract as per the terms and conditions of the contract, FACT shall have the power to terminate the contract and make alternative arrangements to carry out the work for the remaining period at the risk and cost

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the Contractor. In such case, the Contractor shall be liable for any expenses, loss or damage, which FACT may incur or sustain by reason of or in connection with the Contractor's default. FACT will also have the option to put the vendor on Enquiry Holiday for a minimum period of two years.

10.10 The security and safety of the Contractor's belongings shall be arranged by him at his own Responsibility and cost.

10.11 Insurance coverage of the Contractor's vehicles/ equipments and crew deployed for the job shall be arranged by him at his own responsibility and cost.

10.12 The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the labourers / equipments / machinery deployed by the contractor for the work.

10.13 No claim for extra payment on account of incidental expenses such as Kettukooli, Attikooli, Marikooli etc., incurred by the contractor shall be entertained by FACT. FACT shall not make any payment to the contractor other than the rates as per the work order.

10.14 Strike etc., by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.

11.0 Contract Administration:

The contract shall be administered by the Manager (HR)-CD or his authorized representative. The Contractor or his authorised representative shall call on / report to the above officer on daily basis to receive instructions regarding the no. of workers to be deployed in each shift and arrange to work accordingly. General Manager (HR) shall be the over-all authority for all the activities related to this contract and his decision shall be final and binding.

12.0 Measurement of Consumption:



The tea requirement for meetings and guests will be certified by the concerned department in the register to be maintained by the supplier. The strength of Apprentices and Project trainees will be provided by Training Centre.

13.0 Settlement of Bills:

13.1 The contractor shall submit bills for completed item of works only, in the prescribed form along with supporting documents on a fortnightly basis to DGM(HR), for his certification.

13.2 Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order.

13.3 Payments as per terms & conditions of /Work Order will be credited to the bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorisation letter.

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(a)Bank Name, (b)Branch Name (c)MICR Code, (d)IFSC Code, (e) Account type
(f) Account No.

13.4 Statutory Deductions - Statutory deductions towards Income Tax, ESI, Provident Fund etc., shall be made from the contractor's bills, as applicable.

13.5 The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order. The contractor shall submit ESI/PF clearance certificate along with the bill for effecting payment.

14.0 GST: The rate 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 that shall be payable extra as per statutory notifications.

15.0 Working Hours:

The work shall be carried out in all days of the week, including Sundays and Holidays as per schedule mentioned above. The Contractor is expected to arrange his work accordingly without interruptions and any failure shall be subject to the provisions of the work order.

16.0 Other Conditions:

16.1 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.

16.2 Lady workers shall not be engaged in 4/12 and 12/8 shift.



16.3 The contractor should provide uniform and safety equipment's to all workers engaged.

16.4 The contractor should ensure that the workers engaged must be neatly dressed and must observe discipline and etiquette.

16.5 The workers engaged should be medically fit and contractor should produce medical certificate in every year as in the prescribed format issued by the company Medical Officer in respect of workers engaged and recruit.

16.7 The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration.

16.8 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 realised from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the

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services mentioned in the contract or due to any action or omission of his employees.



16.9 The Contractor shall obtain photo identity badges (passes) approved and issued by CISF FACT-CD Unit for himself, his workers and representatives for entry inside the premises of FACT and where handling/transportation/loading/ unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which an amount as fixed by the FACT shall be payable for every pass thus not surrendered.

16.10 All materials taken out shall be regulated through material passes issued by an authorized officer at Welfare Dept. of FACT – Cochin Division.

16.11 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within Office and Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.

16.12 The contractor is liable for the upkeep of utensils and tea flasks issued for purpose of supply. Deduction will be made for any willful neglect from the contractor or his employees.

16.13 The contractor shall provide a covered three wheeler / four wheeler with driver in all the three shifts for the transportation of tea, meals and tiffin throughout the contract period.

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ANNEXURE-V-III

I. SPECIAL TERMS AND CONDITIONS FOR FOOD SUPPLY AT CD WI INSTALLATIONS

DEFINITIONS:

- A. FACT – Shall mean The Fertilisers And Chemicals Travancore Limited.
- B. Contractor – Shall mean the person / company / firm with whom FACT has entered into the contract for subject work in FACT Cochin Division at Ambalamedu.

1.0 Introduction:- In FACT-Willington Island Installations, there are about 65 employees working in 8/4 shift and about 30 employees each in 12/8 and 4/12 shifts in a day. The work includes preparation & supply/distribution of Tea in three shifts to Employees in Q-10, Ammonia Handling and Shipping Office; preparation and distribution of evening snacks in evening shift, Transportation of food materials from FACT-CD Canteen to FACT W-Island Installations in day, evening and night shifts and serving of meals in plates to our employees in the dining rooms at Q-10 Berth, Ammonia Handling Section and Shipping Office (Day only); serving hot drinking water during meals service in day, evening shifts ; preparation & supply of tea and evening snacks; distribution of night Tiffin & special sweets (if any) to our employees at their work spots at Q-10 and Ammonia Handling Sections on all days.

1.1 Scope of supply by the Company:

- a) Plates, glasses, utensils and vessels for supplying meals, tiffin and tea will be provided by FACT on returnable basis on the expiry of the contract period.
- b) Facilities for preparation of Tea and Drinking water shall be arranged by FACT.

2.0 SCOPE OF WORK/ QUANTITY:



FACT-CD Canteen to FACT W-Island

The contractor shall provide a covered four wheeler goods carrier with driver for the transportation of food items from PH1 canteen in FACT Cochin Division to W.Island installations in all the three shifts. The work involves:

(i) **Transportation, distribution & serving of Meals & Night Tiffin from FACT – Cochin Division** in the 8/4, 4/12 and 12/8 shifts to installations at Willington Island(viz. Q-10 berth, Ammonia Handling and Shipping Office) as detailed below:.

Sl. No.	Description	Time of Supply	Destination Point
1	Transportation, distribution & Serving of Meals	8/4 Shift	Q-10 berth, Ammonia Handling and Shipping Office.
2	Transportation, distribution & Serving of Meals	4/12 Shift	Q-10 berth and Ammonia Handling.
3	Transportation, distribution & Serving of Night Tiffin	12/8 Shift	Q-10 berth and Ammonia Handling.

Serving of hot drinking water and cleaning of vessels, plates, etc. are also part of the job.

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(ii) Preparation, distribution and serving of tea twice in all the three shifts to employees at Q-10 and Ammonia Handling sections. The contractor shall prepare tea in the building, for which Company would provide facilities, glasses and utensils on returnable basis as mentioned in cl.1.1(a) and (b) above, as per requirements.

(iii) Procurement, distribution and serving of Evening snacks to employees at Q-10 berth and Ammonia Handling.

2.1 Serving of meals in plates to our employees in the dining rooms at Q-10 berth, Ammonia Handling section and Shipping Office (Day only) and serve hot drinking water during meals service in day, evening and night shifts.

2.2 Collection of required vessels and utensils from Q-10 berth, Ammonia Handling section and Shipping Office and transport back to CD or as applicable. Plates, Utensils, vessels etc. shall be thoroughly cleaned and stored in the designated places after each service.

2.3 Collect food items from CD Canteen by 10:30 a.m. in the day shift, 6:30 p.m. in the evening shift and 1:00 a.m. in the night shift and transport to W/ Island and serve to employees in respective places on all days. The filled containers are to be properly covered during transportation.

2.4 Supply of tea and night tiffin to our employees at their work spots at Q-10 and Ammonia Handling sections of FACT W. Island Installations.

2.5 The contractor shall arrange (procure) all ingredients such as milk, tea dust, sugar for preparation of tea.

3. TIMINGS FOR THE SUPPLY

a) Meals

i) 8/4 shift - The Vehicle and Crew shall report at CD Canteen by 10:30 a.m. with sufficient vessels for transporting meals to W-Island and serve to our employees at Q-10 Berth, Ammonia Handling and Shipping Office by 12:00 noon.

ii) 4/12 shift - The Vehicle and Crew shall report at CD Canteen by 6:30 p.m. with sufficient vessels for transporting meals to W. Island and serve to our employees at Q-10 Berth and Ammonia Handling by 8:00 p.m.

iii) 12/8 shift - The Vehicle and Crew shall report at CD Canteen by 1:00 a.m. with sufficient vessels for transporting meals to W. Island and serve to our employees at Q-10 Berth and Ammonia Handling by 2:00 a.m.

b) Tea

12/8 Shift - 2:00 a.m. & 6:00 a.m.

8/4 ,, - 9:30 a.m. & 2:00 p.m.



4/12 ,, - 5:00 p.m. & 9:30 p.m.

Tea shall be prepared from pure milk and of superior quality Tea Dust in Tumbler and the quantity per cup shall be 150ml.

c) Evening Snacks

4/12 shift - First half of the 4/12 shift

The Contractor shall procure and supply snacks of two pieces, consisting of one item each from

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the two sets given below as Evening snacks to our employees at Q-10 berth and Ammonia Handling alongwith tea in the first half of 4/12 shifts.

Set I

Ada : 100 grams
Kozhukkatta : 60 grams

Set II

Sughiyan : 60 grams
Bonda : 60 grams
Samosa : : 45 grams
Pazham pori : 60 grams
Uzhunnu vada : 30 grams
Parippu vada : 35 grams
Pathiri : 40 grams
Neyyappam : 60 grams
Savala vada : 40 grams
Undan pori : 50 grams

d) Night Tiffin

12/8 shift - The Vehicle and Crew shall report at CD Canteen by 01:00 a.m. with sufficient vessels for transporting night tiffin to W-Island and serve to our employees at Q-10 Berth, Ammonia Handling by 2:00 a.m. along with tea in the first half of the shift.

4.0 Maximum number of employees present in 8/4 and 4/12 shifts together will be around 90 and that in the 12/8 shift will be around 30. The requirement shown is only an indicative figure. The number may vary on a day – to – day basis.

5.0 RATES:



5.1 The rates shall be quoted shall be for all the items – (i) Transportation and serving of Meals & Night Tiffin (ii) Preparation and Supply of Tea and (iii) Procurement and supply of Snacks at each point during the respective shifts as detailed in the scope of work.

5.2 The rates shall be firm during the period of contract. No revision in rates shall be allowed for any reason whatsoever.

5.3 In case the contractor is requested to carry out any similar extra work not initially covered by the rates given in the contract, during the period of contract, the contractor shall be prepared to undertake such work, at rates mutually agreed upon.

6.0 Period of Contract:-

Period of Contract: The contract period shall be for TWO YEARS from date of commencement of work as per Work Order/LOI. However, the company reserves the right to terminate the contract

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partially or fully during the course of the contract by giving two weeks' notice.

7.0 Security Deposit.

7.1 The successful bidder shall remit 3% value of the contract amount as interest free Security Deposit (SD) or furnish a Bank Guarantee from a Nationalized / Scheduled Bank in the format prescribed by FACT for equivalent amount within 15 days of receipt of work order. The bank guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

7.2 The Security Deposit shall not be released until the supply as per the Contract is satisfactorily completed and accepted and final bills paid.

7.3 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.

7.4 The violation of any of the terms and conditions of contract by the contractor shall entail forfeiture of security deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

8.0 Agreement:

The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

9.0 Penalty for Non-Performance:

9.1 Contractor shall deploy adequate number of workers/labourers on each day of work, as required for carrying out the work as per the contract and based on instructions from DGM (HR)/DGM (WI) or his authorised representative.

9.2 If the contractor fails to do the work on any day, FACT will make alternate arrangements for the work, without notice to the contractor, and all the cost incurred on such arrangements, including overhead charges shall be recovered from the contractor without prejudice to FACT's other rights under the contract.

10.0 Liability to work:



10.1 Before commencing the work, the Contractor shall submit all the details of labourers/working crew and vehicles/equipments deployed for the work to the authorised officer at FACT-CD.

10.2 The contractor shall engage one supervisor for supervision of the activities and he shall be available in the Office provided by FACT in all the three shifts for routine co-ordination with the authorized officer of Cochin Division Canteen for instructions regarding execution of work.

10.3 Evening Snacks are to be distributed to employees against coupons issued by the Welfare department of FACT CD. Coupons collected by the contractor are to be submitted to Cochin Division Canteen on a shift-to-shift basis.

10.4 The employees of the contractor on duty shall be healthy and shall always wear clean and neat dress. All the steel vessels used for serving meals, tiffin and tea shall be washed with soap solution and rinsed with hot water daily. The Company is an ISO 14001 certified one and the contractor shall strictly follow the instructions of the Company in this regard.

10.5 The contract shall not mean continuous work for the Contractor. There will not be any

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payment towards idling charges on account of this.

10.6 FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.

10.7 In case, the contractor fails to carry out the works satisfactorily as per the contract, FACT may give 24 hour 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/other agencies and all losses, damages or extra expenditure incurred in this connection, if any, shall be to the contractor's account.

10.8 If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfil his obligations in the execution of the work to company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements.

10.9 In case the Contractor fails to commence the work (or) failed to continue the contract as per the terms and conditions of the contract, FACT shall have the power to terminate the contract and make alternative arrangements to carry out the work for the remaining period at the risk and cost the Contractor. In such case, the Contractor shall be liable for any expenses, loss or damage, which FACT may incur or sustain by reason of or in connection with the Contractor's default. FACT will also have the option to put the vendor on Enquiry Holiday for a minimum period of two years.

10.10 The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.

10.11 Insurance coverage of the Contractor's vehicles/equipments and crew deployed for the job shall be arranged by him at his own responsibility and cost.



10.12 The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the labourers / equipments / machinery deployed by the contractor for the work.

10.13 No claim for extra payment on account of incidental expenses such as Kettukooli, Attikooli, Marikooli etc., incurred by the contractor shall be entertained by FACT. FACT shall not make any payment to the contractor other than the rates as per the work order.

10.14 Strike etc., by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.

11.0 Contract Administration:

The contract shall be administered by the Manager (HR)-CD or his authorized representative. The Contractor or his authorized representative shall call on / report to the above officer on daily basis to receive instructions regarding the no. of workers to be deployed in each shift and arrange to work accordingly. General Manager (HR) shall be the over-all authority for all the activities related to this contract and his decision shall be final and binding.

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12.0 Measurement of Consumption:

The strength of the concerned departments will be the basis of payment as far as regular staffs are concerned. The tea requirement for meetings and guests will be certified by the concerned department in the register to be maintained by the supplier. The strength of Apprentices and Project trainees will be provided by Training Centre.

13.0 Settlement of Bills:

13.1 Payment will be based on the consumption arrived at as per clause 12 above and as per clause 10.3 above for snacks. The contractor shall submit bills for completed item of works only, in the prescribed form along with supporting documents on a fortnightly basis to DGM (WI), for his certification.

13.2 Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order.

13.3 Payments as per terms & conditions of /Work Order will be credited to the bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorization letter.

a)Bank Name, b)Branch Name c)MICR Code, d)IFSC Code, e) Account type f) Account No.

13.4 Statutory Deductions - Statutory deductions towards Income Tax, ESI, Provident Fund etc., shall be made from the contractor's bills, as applicable.

13.5 The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order. The contractor shall submit ESI/PF clearance certificate along with the bill for effecting payment.

13.0 GST:

The rate 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 that shall be payable as per statutory notifications.

15.0 Working Hours:

The work shall be carried out in all days of the week, including Sundays and Holidays as per schedule mentioned above. The Contractor is expected to arrange his work accordingly without interruptions and any failure shall be subject to the provisions of the work order.

16.0 Other Conditions:

16.1 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.



16.2 Lady workers shall not be engaged in 4/12 and 12/8 shift.

16.3 The contractor should provide uniform and safety equipment's to all workers engaged.

16.4 The contractor should ensure that the workers engaged must be neatly dressed and must observe discipline and etiquette.

16.5 The workers engaged should be medically fit and contractor should produce medical certificate in every year as in the prescribed format issued by the company Medical Officer in respect of workers engaged and recruits.

16.6 The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be

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responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration.



16.7 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 realised from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.

16.8 The Contractor shall obtain photo identity badges (passes) approved and issued by CISF FACT-CD Unit for himself, his workers and representatives for entry inside the premises of FACT and where handling/transportation/loading/ unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which an amount as fixed by the FACT shall be payable for every pass thus not surrendered.

16.9 All materials taken out shall be regulated through material passes issued by an authorised officer at Welfare Dept. of FACT – Cochin Division.

16.10 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within Office and Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our "Standard Terms and Conditions of Contract viz. Annexure-VI. In case of any contradiction between Special Terms and Conditions (Annexure-V) and Standard Terms and Conditions of Contract (Annexure-VI), Special Terms and Conditions (Annexure-V) shall 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 BILLS:
16. ENVIRONMENT MANAGEMENT SYSTEM:
17. FRAUD PREVENTION POLICY OF FACT:
18. 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.

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 interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15

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days of issue 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 (If applicable) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. Such 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 excluding GST 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.

In case rate revision on account of changes in the price of High Speed Diesel (HSD) oil is applicable as per Special Terms and conditions, the revision shall be effective as applicable.

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.

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

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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 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

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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.

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.

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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 arises out of or relating to or in connection with this contract, between the contractor and the owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

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. FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate 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



PROFORMA OF UNPRICED COPY OF PRICE BID

(To be submitted along with Part-A Bid)

Sub: Transportation, Supply, distribution and serving of Food items in FACT CD, CD Township and W.Island installations.

Note : Please **do not fill in Rates in this format**. Please fill in “Quoted” in the blank column provided.

Sl. No.	Schedule of Work	Unit	Estimated qty	Indicate “Quoted”
1	DISTRIBUTION OF TEA, SNACKS, TIFFIN, MEALS (a) Serving of Tea 150ml each to the employees at various distribution points as per Annexure-V.I-A in three shifts. The serving shall be twice in a shift. (b) Transportation and serving of meals from Main canteen to executive Dining hall and Phase-II Dining Hall in day shift. (c) Transportation and serving of Meals from Main canteen to Phase-II Dining Hall in the evening shift. (d) Collection, filling, transportation and distribution of meals in carriers to plant area in Day and Evening shifts. (e) Distribution and serving of Special snacks in Bagging plant in Day and evening shifts. (f) Distribution and serving of evening snacks. (g) Distribution and serving of tiffin in Tiffin carrier in the Night shift. (h) Washing thermo flasks ,kettles etc. used for the transportation in every shift using soap and hot water provided by FACT.	DAY	730	
2	Supply of evening snacks to Main Canteen CD: Preparation and supply of snacks packets consisting of two pieces of any combination from Set A and Set B listed in Annexure V.I-B to FACT-CD Main Canteen at 3 pm on day to day basis	PAC	109500	
3	Supply of special snacks to Main Canteen CD: Preparation & Supply of special snacks in packets consisting of 2 Nos of chappathi with curry/ 2 Nos of Porotta with curry as listed in Annexure V.I-C to FACT-CD Main Canteen at 7 am & 3 pm on day to day basis	PAC	73100	
4	Transportation and serving of food item: Transportation, distribution and serving of food items (Tea, meals, evening snacks and night tiffin) to FACT-CD township in all three rotating shifts from phase 1 canteen.	DAY	730	
5	Handling Food at WI Installations Handling of food materials at FACT Installations at Willington Island, Kochi including transportation of food materials from FACT-CD Canteen at Ambalamedu to FACT Q-10 berth, Ammonia Handling and Shipping Office at W. Island and serving food materials, boiled water to the employees in the above three offices & cleaning of vessels/plates, etc. in Day (8 am to 4 PM), Evening (4 PM to 12 midnight) and Night (12 midnight to 8 AM) shifts on all days.	DAY	730	
6	Preparation, distribution and serving of 150 ml of Tea made from pure milk and superior quality tea dust in tumbler to the employees of FACT Ltd., working at FACT installations at Willington Island, Kochi	NO	140000	

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7	<p>Procurement, distribution and serving of Snack packet of two pieces- one item each from the two sets.</p> <p>Set I</p> <p>Ada : 100 grams Kozhukkatta : 60 grams</p> <p>Set II</p> <p>Sughiyan : 60 grams Bonda : 60 grams Samosa : : 45 grams Pazham pori : 60 grams Uzhunnu vada : 30 grams Parippu vada : 35 grams Pathiri : 40 grams Neyyappam : 60 grams Savala vada : 40 grams Undan pori : 50 grams</p>	NO	15200	
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This bid is submitted in compliance with the enquiry documents and accepting all the requirements, instructions, terms and conditions, proforma of bank guarantee and proforma of agreement etc. without any deviation.

Authorised Signatory:.....
Name and address of the Bidder:

.....

(Stamp)

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ANNEXURE-VIII**Part –B****PROFORMA OF PRICE BID**


Please visit <https://eprocure.gov.in> and search using the tender ID under FACT Tenders to see the price Bid (BOQ-EXCEL SHEET)

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ANNEXURE-IX**Bid-Security Declaration**

To: AGM(Mat)T&S
FACT-PD Admin building-
UDYOGAMANDAL- 683501

Reference: (1) Enquiry No. _____ of FACT.
(2) Our Bid No. _____ dt.

I/We , irrevocably declare
as under:

I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a
Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a
period of **Three years** from the date of disqualification as may be notified by you (without
prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the
bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit
or fails to execute the agreement or fails to commence the execution of the work in ac-
cordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name
of Bidder)

Dated on _____ day of _____ month, _____ year.


(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners
to the Joint Venture that submits the bid).

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TRAVANCORE LIMITED**



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**FACT
CORPORATE
MATERIALS.**

**TRANSPORTATION,SUPPLY,DISTRIBUTION AND
SERVING OF FOOD ITEMS IN FACT-CD, CD
TOWNSHIP AND WI INSTALLATIONS**

**Enquiry No: MM/182/E23066
dated 02.03.2021**

ANNEXURE-X

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON
STAMP PAPER WORTH ₹ 500/-)**

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-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 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 taken 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 liber-

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ty 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 ofTwo thousand and Twenty one.

For (Name of Bank) :



Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-XI**AGREEMENT**

(Proforma of Agreement to be executed in ₹ 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:

- 1.
- 2.


for and on behalf of the Company.

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

Transportation &  services**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED****55**

Annexure XII**(To be executed on ₹ 500/- Non-judicial Stamp Paper)****INTEGRITY PACT****Between**

The Fertilizers and Chemicals Travancore Limited (FACT), a company formed and registered under the Travancore Companies Act IX to 1114 (Companies Act, 2013) and having its registered office at Eloor, Udyogamandal-683501, Kochi, Ernakulam District, Kerala, hereinafter referred to as "The Principal".

And

..... hereinafter referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and or/Contractor(s).

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:


- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1)The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression



(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1)The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2)The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

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(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors



(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman and Managing Director, FACT



Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(5) The Bidder / Contractor signing this “Integrity Pact” shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
Bidder(s)/Contractor(s)
(Office Seal)

For & On behalf of
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address).....


Witness 2:
(Name & Address).....

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