

CORPORATE MATERIALS	EXCAVATING, CRUSHING AND LOADING OF BULK GYPSUM AT PHASE I YARD FACT (CD)	Enquiry No. MM/181/E29166 dtd. 11.03.2024
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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 from experienced and financially sound Contractors, meeting the qualifications, terms and conditions specified, for undertaking the work of Excavating, Crushing and Loading of Bulk Gypsum at Phase I Yard FACT (CD) for a period of one year through <https://www.eprocure.gov.in> portal. The details of works are described in the Scope of Work attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Special Terms and Conditions of Contract (Annexure-IV) applicable for the proposed contract.



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

1.0 General Information

Enquiry No	MM/181/E29166 Dated 11.03.2024
Mode of Tendering	Two Part Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	26.03.2024 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	27.03.2024 / 3.30 P.M.
Name of Work/Description	Excavating, Crushing and Loading of Bulk Gypsum at Phase I Yard FACT (CD) for a period of one year as per attachments thereto and other terms and conditions.
Period of contract	One year from the date of commencement of work as per letter of intent/work order.
EMD	Rs. 1,00,000/- by NEFT
Security Deposit	5% of the total contract value
Contact for e-Tender helpline	Mr. Ajino Anandh, Tel : +91 484-256 8374, Mobile: 9497334230 email: ajinoanandh@gmail.com
Contact for tender details	1) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Deepak V S, Tel: +91 484 256 8345 e-mail: deepakvs@factltd.com

2.0 TENDER DOCUMENTS (e-TENDER)

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

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(e-Tender)'.

3.0 EVALUATION OF BIDS

Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.

L1 bidder shall be determined based on the lowest rate quoted, against the item for the corresponding quantity indicated in the price bid, among the acceptable bids.

Bidders shall quote rate against Schedule of work in the Price Bid Format (Annexure-VIII). Bids not complying with the above will not be considered.

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.

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 Partnership firms having common partners will be treated as one Bidder. 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.

4.5 Any further information on site familiarization, if required by the bidders, can be had from the (i) SMP[PA]-CD, Phone: 0484-2723672

For any clarification on this enquiry please contact Sr. Manager (Materials) T&S, [Phone-0484- 256 8345] or Asst. Manager (Materials)-T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.



For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
SR. MANAGER (MATERIALS) T&S

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List of Enclosures of this NIT is as follows:

Sl.No.	Document	TITLE	No. of Pages
1	Annexure I	<i>Instructions to Bidders (e-Tender)</i>	7
2	Annexure II	<i>Pre-Qualification Criteria for bidders</i>	2
3	Annexure III	<i>Vendor Data Form</i>	3
4	Annexure IV	<i>Special Terms and Conditions of Contract</i>	7
5	Annexure V	<i>Standard Terms and Conditions of Contract</i>	6
6	Annexure VI	<i>Compliance Statement</i>	1
7	Annexure VII	<i>Un-priced copy of Price bid format</i>	1
8	Annexure VIII	<i>Price bid format (BoQ)</i>	Separate Excel Sheet
9	Annexure IX	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
10	Annexure X	<i>Proforma of Agreement</i>	1

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Annexure-I

Instruction 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 :

The Sr. Manager(Mat)T&S, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

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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. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
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.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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 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,

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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 EARNEST MONEY DEPOSIT:



7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

7.3 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, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

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 (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration 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 bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption. 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

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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 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, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT’s other right to claim damages.

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12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** by NEFT/RTGS or by Bank Guarantee [preferably Electronic Bank Guarantee (E-BG)] 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 the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor 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. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

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

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

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 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

17.0 GENERAL:

17.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. 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

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problems, the bids will be opened at the same time on the next full working day.

17.2 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.

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

17.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

17.5 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 Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

17.6 All clarification and correspondence related to this enquiry shall be made only in English to the Sr.Manager(Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568345/2568273; Email:deepakvs@factltd.com.

17.7 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.

17.8 Work order shall be issued by Sr. Manager(Materials)-T&S.



18.0 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.

19.0 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.

SR. MANAGER (MATERIALS)-T&S

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ANNEXURE II

PRE-QUALIFICATION CRITERIA FOR BIDDERS

Pre-qualification Criteria to be met by the Bidders:

1.0 The bidder should have successfully executed either of the following:

a) The bidder should have successfully completed at least **one similar work** of value not less than **₹ 72 lakh** during the last 7 years, ending as on the date of tender from a Fertilizer/ Petrochemical/ Refinery/ Public limited/ Private limited Company.

OR

b) The bidder should have successfully completed **two similar works** of value not less than **₹ 45 lakh each**, during the last 7 years, ending as on the date of tender from a Fertilizer/ Petrochemical/ Refinery/ Public limited/ Private limited Company.

OR

c) The bidder should have successfully completed **three similar works** of value not less than **₹ 36 lakh each**, during the last 7 years, ending as on the date of tender from a Fertilizer/ Petrochemical/ Refinery/ Public limited/ Private limited Company.

'Similar work' means contracts which involves use of Heavy Equipments (Pay loaders/ Back-hoe loaders/ Excavators etc.) for excavation and crushing/bulk material handling (crushing and loading).

Bidders shall submit self-attested scanned copies of i) Work order(s) supported by corresponding ii) Performance Certificate(s) and iii) Experience Certificate(s)/Work Completion Certificate(s) specifying the total value of work executed (in Rs) from organizations served as documentary evidences in proof of the above.



2.0 The bidder shall have an Average Annual Financial Turnover of minimum Rs. 27 lakh during the last three financial years, ending 31.03.2023.

The bidder shall upload copies of Audited Profit & Loss Account and Balance Sheet for the last three financial years, ending on 31.03.2023 as documentary evidence in proof of the above.

3.0 Bidder must own / have control from the date of opening of Bid and till the expiry of the contract period, **at least two (2) Excavators** (not older than 5 years as on the date of opening of bid) suitable for the work with sufficient proof in own name, partner's name or firm's name.

Documentary evidence in support of the above such as self-attested scanned copies of Certificate of Ownership /Registration Certificate and lease agreements (for leased vehicles) shall be furnished along with Part-A Bid. In case of lease, lease agreement in original on Rs.200/- stamp paper shall be enclosed with Part-A Bid.

4.0 Bidder must have an office in Kochi / nearby areas or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to co-ordinate day-to-day activities with FACT at Cochin Division. The office

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must have necessary communication facilities.

Bidders not fulfilling 1.0 to 4.0 above will not be considered.

Note for Micro & Small Enterprises and Startups: Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Startups 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 FORM
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)



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 the format. Any misrepresentation of facts and withholding of information may result in disqualification:

Sl. No.	Description	To be filled in by Vendor
	Company Profile	
1	Name of the Bidder:	
2	Address:	a: Regd. Office
		b: Branch Office
3	Address of Cochin Office: Telephone No. E-mail ID	
4	Telephone Nos	
5	E mail ID	
6	Details of Contact Person	
7	Details of Contact Person at Cochin Office with whom FACT may correspond Name: Address: Designation: Mobile No:	

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8	PAN No (Please upload Scanned Copy of PAN card).	
9	GST Registration No (Please upload Scanned Copy of GST registration).	
10	Constitution of the Bidder : (Strike out which is not applicable)	Proprietorship/ Regd. Partnership/ Limited Company
11	Name and address of proprietor /Partners/Directors	
12	Category: i) Whether the entrepreneur comes under the following status (please tick) * In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.	Micro / Small / medium
	ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.	SC / ST
13	Details of EMD: For NEFT / RTGS: <u>UTR No.</u> <u>Date</u> <u>Payment Receipt / Challan(in original)</u>	
14	Time required for mobilisation/ : commencement of work from LOI/Work Order (Max 2 days) Days	
15. Have you ever been blacklisted by Government : Department, Public Sector, Quasi Government Undertaking 16 Copy of Registration certificate with Labour Dept./ PF / ESIC:		

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17. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. 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.

Date: _____ Authorised Signatory,
Place: _____ Name : _____
Seal: _____ Designation : _____
Signature

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ANNEXURE IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

DEFINITIONS:

A. FACT – Shall mean The Fertilizers and Chemicals Travancore Limited.

B. Contractor – Shall mean the person/company /firm with whom FACT has entered into the contract for Excavating, crushing loading of bulk gypsum at phase I yard FACT Cochin Division at Ambalamedu.

1.0 **Scope of Work/Quantity:**



SI No	Schedule of Work	Estimated quantity for one year (MT)
i	Excavation of dry gypsum in the open yard, crushing into powder with lump size not more than 2 inches and loading on to the trucks /containers provided by the customers using loaders/ Poclains/ bulldozers/ JCB/ Excavators arranged by the contractor to complete the loading of min 300MT gypsum during the day time from 07.00 AM to 07.00 PM.The saleable gypsum should be made available at the loading point.	1,00,000

All necessary equipment with valid documents and permissions as per law and engaging competitive, skilled and experienced personnel crew required for operation of the equipment for undertaking the works as above shall be arranged by the Contractor at his cost. Alternate arrangements for equipment within 4hrs in case of any planned maintenance or any failure of the machine in action must be made by the contractor. The contractor must follow all statutory and legal requirements like ESI/medical/group insurance, PF etc. of his crew/manpower.

Special Note for (i) -The contractor shall level the material evenly after loading the material on to trucks. Loading on to trucks and leveling shall be done using loading equipment and without causing any damage to the buyers vehicle. Contractor shall avoid overloading/short loading of material by loading material according to the quantity specified by the buyer, and thereby avoid repeated trips to the weighbridge. The contractor should transfer saleable gypsum from the excavation point to the loading point, in the yard area.

1.1 The quantities indicated above are only approximate and the quantities are liable to vary either way depending on the production pattern in the plant, demand for gypsum sale, weather conditions etc. The contractor shall be liable to carry out the work as per the actual requirement of FACT from time to time.

2.0 FACT reserves the right to reduce or increase the estimated quantity as under clause 1.0 above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be transported. FACT cannot guarantee to the Contractor, either continuity of work or any definite or minimum quantity for loading at any

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time or during the contract period. The Contractor shall have no right to claim damages including idle time or loss of profit on account of reduction in revenue arising out of variation in quantity.

3.0 Period of Contract: The period of contract shall be One year from the date of commencement of work as per Letter of Intent / Work order.

4.0 Capacity of Contractor:

4.1 Contractor shall own/control sufficient number of suitable equipment such as Loaders/ Poclains /bull dozers /JCB/ Excavators, etc., as required and all other resources including the crew required to operate the above, to discharge their obligations in respect of the contract issued by FACT.

4.2 All the equipment used for this contract shall be in good working condition.

4.3 The equipment should be able to excavate and crush hard gypsum available at phase I yard. Indicative equipment may have the following specifications Engine Power 140 HP, loading capacity 2-4MT

4.4 Requirement of equipment is minimum one Loader/Poclain/JCB/Excavator able to excavate and crush gypsum to required size.

5.0 Security Deposit:

The contractor shall remit interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value for the period of contract** by DD/NEFT/RTGS or by Bank Guarantee (preferably E-BG) issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or Work Order, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter

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



The SD 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 SD 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.

In case the Contractor fails to submit Security Deposit and execute the required Agreement or fail to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's right to claim damages.

6.0 Agreement:

The Contractor shall execute within 15 days from the date of issue of Work Order an

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Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

7.0 Rates:

7.1 The rates shall be firm during the period of contract without any change on any account.

7.2 **GST(Goods & Service Tax):** 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.

8.0 Work procedures:

8.1 The Orders/Instructions given to the Contractor's representative shall be considered to have the same effect as if they have been given to the Contractor himself.

8.2 The appointment of the authorized representative shall be notified by the Contractor and got approved by SMP [PA]-CD / DGM [Prod]CD. SMP [PA]-CD shall be the contract administrator for this work.

8.3 The Contractor shall make available sufficient number of loaders/ Poclains / dozers / JCB / other equipment with operating crew on receipt of oral/written instruction from the above mentioned officers. The Contractor must place at all times the required number of dozers/JCB/other equipment with crew as required by FACT, so as to meet the requirement of excavation, crushing, loading of Gypsum.



8.4 During the beginning of every shift before commencing the work, Contractor shall submit all the details of working crew and vehicles to the officer in charge of Gypsum Disposal Section or any officer as nominated by SMP (PA), FACT-CD.

8.5 If the road leading to Gypsum yard requires any maintenance, advance information shall be given in writing to the SMP (PA)/CD by the Contractor and gypsum movement shall not be affected on account of the road repair.

8.6 If the gypsum dumping yard requires any additional lighting, the Contractor shall intimate the same in writing to SMP (PA)/CD in advance and Gypsum movement shall not be affected on account of this.

8.7 When the equipment of the contractor have to be taken out of service for statutory inspection or on maintenance/repair the contractor shall obtain prior permission of SMP [PA]-CD / DGM(Prod)-[CD] and shall make alternative arrangements to transport gypsum without additional cost to FACT, failing which FACT shall have the right to make alternative arrangements to transport gypsum at the risk and cost of the Contractor and realize from the Contractor any loss sustained by FACT on account of such alternative arrangement from billing(outstanding bills).

8.8 FACT reserves the right to reject any equipment brought by the Contractor due to its unsound condition or being not road worthy or unsuitable for the operation contemplated. 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

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FACT.

8.9 During the pendency of this work order, if the Contractor uses dozers/ JCB/ other equipment leased by him, lease agreement in Rs.200/- stamp paper and proof of ownership and other documents shall be produced from the owners permitting the use of their equipment, without any liability to FACT for any damage, loss that may be incurred by the owner/ contractor during operations connected with the order. Statutory obligations regarding these tippers/ dumper/ equipment, personnel working in it etc. shall be complied with by the contractor as if they were owned by him.

8.10 It will be the responsibility of the Contractor to obtain at his cost those clearances/sanctions, if any applicable for the work and which are required from the part of the contractor, from concerned authorities, local bodies etc. The Contractor must arrange for all such clearances and sanctions well in advance. Any damage, demurrage or any other losses arising direct or consequential on account of any lapses in this regard shall be to the Contractor's account.



8.11 In case, the contractor fails to carry out the works satisfactorily as per contract, FACT may give 24 hours' notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. In default of compliance of said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means/other agencies and the loss or damage or extra expenditure incurred in this connection shall be debited to the contractor's account as already mentioned. The cost of such removal shall be in addition to deficiency of services as per terms under Clause 9 below.

8.12 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.

8.13 In case the Contractor failed to perform 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 three years.

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

8.15 Insurance coverage of the Contractor's belongings shall be arranged by him at his own responsibility and cost.

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8.16 All precautions in handling and other related works 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 all traffic rules and transport regulations, statutory obligations and all other rules and laws that have a bearing on the work. Any damage, or any action, legal or otherwise, arising on account of the contractor's failure or negligence or breach of the statutory obligations, shall be to the contractor's account. If any loss/expenditure arising from the breach thereof is not satisfactorily met/settled by the contractor, FACT reserves the right to withhold payment of bills/security deposit and discharge the obligations of the contractor without prejudice to the company's right to claim from the contractor full value of damage/compensation. The Account rendered by FACT in this connection shall be treated as final.

8.17 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 equipments/crew deployed by the contractor for the work as per this contract.

9.0 Deficiency of Services Penalty

9.1 The contractor should make arrangements to load a minimum of 300 MT gypsum from yard per day, if sales trucks are available for loading. The short fall in loading from the minimum quantity will attract a penalty of 2 times the rate of item no.1 per ton (plus GST) of shortage. The shortage for each day will be accounted, and will be applicable to the running period bill.

9.2 If the contractor is found loading fresh gypsum from the yard, which was transported from plant unless and until there is instructions from SMP(PA)/AGM(P)PA, FACT reserves the right to levy a penalty of Rs.10,000/- plus GST for each such case of violation.

10.0 Assessment of Quantity:



10.1 Quantity as per item No.1(i) of the Scope of Work as above shall be assessed by net weight obtained on Weighment of each truck at FACT – CD weigh bridge.



11. Settlement of Bills:

a) The contractor shall submit bills in the prescribed form along with supporting documents on a fortnightly basis to SMP (PA)-CD / AGM(PA)/CD - FACT for their certification based on quantity assessment detailed as per Clauses under 10 above.

b) Payment of bills that are complete in all respects shall normally be made within 15 days after effecting all deductions applicable based on certification as per terms of the work order by SMP (PA)-CD / AGM(PA)/CD. Payment will be credited to Contractor's bank through National Electronic Fund Transfer or RTGS . Contractors are required to furnish the following details along with their Banker's authorisation letter:
a) Bank Name, b) Branch Name, c) MICR Code, d) IFSC code, e) Account type f) Account No.

c) Statutory Deductions - Statutory deductions towards Income Tax, TDS on GST etc., shall be made from the contractor's bills.

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<p>d) The penalty amount, if any will be realized against the settlement of corresponding bill for respective work period.</p> <p>e) The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order. However, GST shall be extra, as applicable, based on the prevalent Government orders.</p> <p>f) Payment will be based on the sales quantity data after the excavation /crushing and loading of gypsum as per clause 10.0 Assessment of Quantity.</p>		
<p>12. Working Hours:</p> <p>For the purpose of this contract, work must start from 07.00 AM and end at 07.00 PM. The Contractor must arrange his work accordingly without interruptions and any failure shall be subject to the conditions under clause 8.0 above.</p>		
<p>13. The Contractor must 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 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 amount as fixed by the FACT shall be payable for every pass thus not surrendered.</p>		
<p>14. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, to the detriment of FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the unexpired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and shall be final.</p>		
<p>15. It is to be understood that FACT shall not provide any other services except as specifically defined. Contractor shall render all other services/carry out all incidental works whether mentioned herein or not for executing the contract to the satisfaction of FACT.</p>		
<p>16. If the Contractor so desires, FACT at its discretion, may supply diesel from its petrol pump within FACT-CD premises and cost of the same will be deducted from running bills. The supply will be subject to safety and security conditions to be set by FACT and limited to a cost less than 50% of the running bills. However, FACT is under no obligation to supply diesel and no claims on this account will be entertained. Price will be that applicable for Bulk consumer.</p>		
<p>17. The contract can be terminated by FACT with one months' notice at any time during the pendency of the contract, without assigning any reason thereto.</p>		
<p>18. Strike etc. by Contractor's labor owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.</p>		
<p>19. The Contract once awarded shall not imply that the Contractor will have the exclusive right</p>		
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for transport of FACT's material in other related works. The contract is not a guarantee to the Contractor either for continuity of work on all days or any definite volume of work at any time.

- 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.
- The contract will be administered and executed by the Sr. Manager [Production]-Phosphoric Acid Plant, FACT- CD i.e., SMP (PA)-CD or any officer authorized by him.
- Entirety of Contract: The contract includes all of the agreement between the Contractor and FACT and no other communication or proposal or understanding, written, oral or implied shall be considered to be included in the work order or form part of the contract between the contractor and FACT unless specifically agreed to in that behalf in writing by FACT.

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our Standard Terms and Conditions of Contract (ANNEXURE V). In case of any contradiction between Special Terms and Conditions of Contract (ANNEXURE IV) and Standard Terms and Conditions of Contract (ANNEXURE V), Special Terms and Conditions of Contract (ANNEXURE IV) will prevail.

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ANNEXURE V

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.

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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 **five percent (5%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 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.

Rate revision on account of changes in the price of High Speed Diesel (HSD) oil shall be effected only if specified in the Special Terms and conditions.

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 Income Tax, TDS on GST 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.

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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 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

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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 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.

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non- compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.

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.

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Payment of PF & ESI for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month should be forwarded to the company.

The contractor will, in turn, submit the documentary evidence in support of payment of PF & ESI of each month along with subsequent month RA Bills.

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.

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<p>14. <u>ASSIGNMENT :</u></p> <p>The Contractor shall not assign, transfer or sub-let this work order without the prior written approval of FACT.</p> <p>15. <u>APPLICABLE LAW & SETTLEMENT OF DISPUTES:</u></p> <p>This contract shall be subject to and shall in all respects be governed by Indian law.</p> <p>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.</p> <p>Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.</p> <p>16. <u>ENVIRONMENT MANAGEMENT SYSTEM :</u></p> <p>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.</p> <p>17. <u>FRAUD PREVENTION POLICY OF FACT:</u></p> <p>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.</p> <p>18. <u>ENTIRETY OF CONTRACT :</u></p> <p>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.</p>		
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ANNEXURE VI

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/181/E29166 DTD.11.03.2024 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE VII

UN-PRICED COPY OF PRICE BID
(To be submitted with Part-A Bid)

Sub: Excavating, Crushing and Loading of Bulk Gypsum at Phase I Yard FACT (CD) for a period of one year.

Ref: Tender No. MM/181/E29166 dated. 11.03.2024

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

With reference to the above enquiry, we quote our competitive rate for the subject work as follows:




Sl No	Item Description	Unit	Estimated Quantity for 1 year	All inclusive Rate (excluding GST) - (Rs/MT) Indicate “Quoted”
1	Excavation of dry gypsum in the open yard, crushing into powder with lump size not more than 2 inches and loading on to the trucks /containers provided by the customers using loaders/ Poclains/ bulldozers/ JCB/ Excavators arranged by the contractor to complete the loading of min 300 MT gypsum during the day time from 07.00 AM to 07.00 PM. The saleable gypsum should be made available at the loading point.	MT	1,00,000	



GST shall be extra as applicable based on statutory notifications.

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

Name of the Bidder
(in block letters)
Place:

Signature of the Bidder

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<p style="text-align: right;"><u>ANNEXURE – VIII</u></p>		
<p style="text-align: center;"><u>PROFORMA OF PRICE BID</u></p>		
<p>Please visit https://eprocure.gov.in and search using the tender ID under FACT Tenders to see the price Bid (BOQ-EXCEL SHEET)</p>		
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<div style="text-align: right;">  FACT PIONEERS IN PROGRESS </div>		

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Annexure - IX

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

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683501.

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 unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirm that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the company shall be binding and 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 liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of

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ANNEXURE X

AGREEMENT

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

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

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

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

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

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

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



For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses: for and on behalf of the Company.

- 1.
- 2.

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