

CONDITIONS OF TENDER**1. ACCEPTANCE / REJECTION OF QUOTATIONS :**

FACT reserves the right to accept or reject any quotation in whole or in part without assigning any reason. Incomplete and late quotations are liable to be rejected.

2. VALIDITY :

All quotations must be valid for a period of THREE MONTHS from the date of opening of the quotation, unless otherwise specified in the NIT.

3. EARNEST MONEY DEPOSIT (EMD) :

For Earnest Money Deposit, Please refer clause 10 of Instructions to bidders.

4. TIME SCHEDULE :

The time allowed for carrying out the work is **as mentioned in NIT**. Any request for revision in time schedule or any other terms of tender after tender opening will not be allowed.

5. COLLECTION OF DATA :

The Tenderer shall visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infrastructural facilities, availability of construction materials etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.

6. LETTER OF INTENT (LOI):


In the event of FACT issuing to tenderer a Letter Of Intent conveying FACT's decision to accept the tender along with all Schedules, subsequent correspondences, minutes of meetings of discussions and the said Telex and / or Letter Of Intent shall constitute a contract till such time a detailed contract is entered into and the tenderer shall commence execution of work in full earnest.

7. SIGNING OF THE CONTRACT :

The successful tenderer shall execute a contract in the Proforma Contract available with the Tender Document within 15 days of intimation regarding acceptance of the tender by FACT. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period and to provide the Performance Bond as required in Article 2 of the Proforma Contract without prejudice to other rights of FACT, the acceptance of the tender shall be considered cancelled and the EMD will be forfeited.

8. CHANGE IN CONSTITUTION :


Any Change in constitution of Contractor's firm must be done only with prior information to FACT.

PRPD. BY :JAJ	CHKD. BY JK	APPRD. BY :JK	Pg. No: 1
COROPRATE MATERIALS - CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

INSTRUCTIONS TO BIDDERS

- 1.1 The bidder shall study carefully the NIT, Schedule of work, Price bid format(BOQ), Pre-Qualification criteria, Conditions of tender & Instructions to Bidders, Drawings & specifications if any, Special requirement of work, General conditions for contract along with the tender documents. 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. Copy of the Tender document shall be digitally signed by the bidders signifying their acceptance of the same.
- 1.2 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, in case a contract is awarded to him.
- 1.3 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 offers etc., SHALL NOT be accepted.
- 1.4 All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer “Bidders Manual Kit” available on the above website for detailed information and instructions for registration, bid submission etc.
- 1.5 The bidder shall be prepared to commence the work from date of issue of LOI / Work Order.
- 1.6 In case of award of work, the Contractor shall obtain required license from the Labour Department for employing his labourers, before commencement of the work. The Contractor shall also ensure coverage of his labourers under the PF and ESI Acts as applicable.
- 2.0 **Scope of Work:** Scope of work as per specific requirements of work.
- 3.0 **Rates:**
- 3.1 Bidder shall quote his rates for the work only as per the Price Bid Format (BOQ) attached. Bidder shall quote for all items of work as per the Price Bid format. Bids not complying with the above are liable to be rejected.
- 3.2 The rate quoted for each item of work shall be inclusive of all 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, accommodation and transportation of their officers etc., but excluding GST. GST shall be extra, as applicable as per GST Act.
- 4.0 **Submission of bids:** The bid shall be submitted in single part.
- i. This bid shall contain the following documents duly filled wherever applicable and digitally signed on all pages:
- i. NIT
- ii. Conditions of tender & Instructions to bidders


- iii. General Conditions of Contract
 - iv. Specific requirements of work
 - v. Compliance statement
 - vi. Vendor data form with Master data for Electronic Media Payment Format (For new vendors)
 - vii. Copy of Tender fee payment details as mentioned in NIT
 - viii. GST registration certificate.
 - ix. Copy of Earnest Money Deposit (EMD) payment mentioned in NIT.
 - x. BOQ
- ii. Scanned copy of the details of EMD amount paid as per NIT and document fee paid shall be uploaded along with other documents in the portal which shall be paid in the form of a Demand Draft drawn in favour of FACT Ltd., payable at Udyogamandal - Ernakulum or through NEFT/RTGS or directly remit at the State bank of India, Udyogamandal as detailed in the clause 10 below. For NEFT/RTGS, please furnish UTR No., Payment receipt No./Challan and the Originals receipts shall reach to SM(Mat)-C, Corporate Materials, FACT PD admin building, Udyogamandal-683501' on or before the due date of the Bid opening, failing liable to be rejected.
- iii. Bidder should have experience in similar job as detailed in the Pre-Qualification criteria and the copies scanned from originals to prove the qualification as detailed in the pre-qualification criteria, shall be uploaded. The BIDDER SHALL PRODUCE THE ORIGINALS OF THE DOCUMENTS FURNISHED ALONG WITH THE TENDER, AT ANY TIME, IF ASKED FOR, DURING THE EVALUATION OF BID.
- 5.0 FACT reserves the right to extend without giving any reason the last date for submission and opening of bid. HOWEVER ANY CHANGE IN THIS TENDER LIKE EXTENTION, CANCELATION, ETC WILL BE EFFECTED ONLY IN THE CPP PORTAL.
- 6.0 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.
- 7.0 FACT reserves the right to call tenders from other parties in addition to parties found suitable by way of press advertisement under certain situation such as cartelisation or number of such parties are less, price bids received are less, or quoted rates are high or under any such circumstances which are detrimental to the interest of FACT, at its sole discretion. Further, FACT reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The opinion of FACT in this behalf will be final and binding on the bidders/contractors.
- 8.0 **Evaluation of bids:** Bidders shall quote for all items of work in the Price Bid in excel Format. Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all items of work quoted by the bidder in the Price Bid Format. The combined total value as above shall be computed based on the rates quoted by the Bidder against each item and the corresponding quantities indicated.
- 8.1 The following conditions shall be considered in the evaluation of quotations:
- a) Agreement with terms and conditions and schedules of Tender document;
 - b) Pre-qualification criteria

PRPD. BY :JAJ	CHKD. BY JK	APPRD. BY :JK	Pg. No: 3
COROPRATE MATERIALS - CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

- c) Price.
- 8.2 For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.
- 8.3 In case more than one bidder becomes L1, the contract will be finalised based on revised lowest tendered amount which will be obtained from the L1 bidders. However, while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid.
- 8.4 FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT also reserves the right to negotiate with the lowest bidder.
- 9.0 **GST:** The rate quoted by the Bidder for all the works as per this tender shall be exclusive of applicable 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. If the same is to be paid by FACT, the above shall be done by FACT directly.
- 9.1 Please also arrange to submit the following
- 9.2 The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
- 9.3 Place of supply/Service.
- 9.4 GST rates applicable for each item.
- 9.5 HSN / SAC codes of each of the goods / services quoted In case of unregistered supplier, a declaration to that effect with reason should be furnished.
- 9.6 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2.
- 9.7 The supplier/contractor shall confirm the following:
- Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
 - Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.
- 9.8 GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of 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.
- 9.9 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
- 9.10 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.

10.0 Earnest Money Deposit:

- 10.1 The bids shall be accompanied by a scanned copy of the Demand Draft for the amount mentioned in the NIT from a Nationalised / Scheduled Bank drawn in favour of FACT payable at Udyogamandal - Ernakulam or the receipt of the payment through NEFT/RTGS. For NEFT/RTGS, please furnish UTR No, Payment receipt/Challan in original for the amount

PRPD. BY :JAJ	CHKD. BY JK	APPRD. BY :JK	Pg. No: 4
COROPRATE MATERIALS - CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

indicated below along with bid, towards Earnest Money Deposit (EMD). Bids without EMD shall be rejected. No interest shall be paid on EMD.

10.2 If any bidder retracts from or revises his bid during its validity period or fails to submit Security Deposit and execute the required Agreement if the contract is awarded or fails to commence 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.

10.3 EMD of the unsuccessful bidders will be refunded soon after the contract is finalised.

10.4 EMD may be remitted through RTGS / NEFT also. In such cases UTR No. / scanned copy of the payment receipt may be submitted along with the bid. Details of Bank A/c for remittance of EMD are given below:

Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank : State Bank of India

Branch : Udyogamandal
District : Ernakulam
State : Kerala.

10.5 Bids without EMD shall be rejected. EMD and document fee is exempted for Micro, Small Enterprises (MSEs) having a valid certificate of registration/Udyog Aadhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided/ uploaded along with the bid to avail exemption. EMD is exempted for government departments/PSUs/Khadi Board/registered labour contract cooperative societies also on submission of valid documents. Any other claims shall not be entertained.


Declaration of UAM no 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

10.6 PURCHASE PREFERENCE:

This tender shall be based on MSME order dtd. 23rd March 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM no 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 at least 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 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

PRPD. BY :JAJ	CHKD. BY JK	APPRD. BY :JK	Pg. No: 5
COROPRATE MATERIALS - CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

concerned.


This tender is non-divisible.

- 11.0 The bids shall be valid for a period of a period of number of days mentioned in the NIT from the date of opening of bids
- 12.0 The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
- 13.0 Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
- 14.0 Bidder shall clearly indicate the time (number of days) required for mobilisation /commencement of work from the date of Letter of Intent (LOI) / Work Order.
- 15.0 Work order shall be issued by Deputy General Manager, (Mat)RM2 / SM(Mat)-C, Materials department, FACT, Udyogamandal. The work shall be administered and executed by the HOD (Civil), FEDO
- 16.0 * Any further information on site familiarization/ nature of work, if required by the bidders, can be had from SM(Mat)C FACT (0484-2568123).
- * For any clarification on this enquiry, the Assistant Manager (M)C-Desig, Phone No: 0484-2568613, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
- * For any clarification on e-tender submission, Mr Ajino Anandh, Tel: 0484 2568374 may be contacted.
- 17.0 The bidders are advised to get themselves informed of all the details they require before submitting their bids.
- 18.0 FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.
- 19.0 For any disparity with the conditions, the special terms and conditions will prevail.

ALL DOCUMENTS SHOULD BE SIGNED DIGITALLY

THE ORIGINALS OF DEMAND DRAFT / ANY OTHER MODE OF PAYMENT TOWARDS DOCUMENT FEE AND EMD SHALL REACH THE ADDRESS BELOW BEFORE THE DUE DATE OF THE TECHNICAL BID OPENING. (The envelop should be super scribed with Tender Number and name of work).

**Senior Manager (Mat)-C
Corporate Materials – Contracts,
Petro Chemical Administrative Building,
FACT, Udyogamandal Complex
Udyogamandal, PIN 683501**

PRPD. BY :JAJ	CHKD. BY JK	APPRD. BY :JK	Pg. No: 6
COROPRATE MATERIALS - CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

GENERAL CONDITIONS OF CONTRACT

CONTENTS

- 1. CONTRACTOR TO INFORM HIMSELF**
- 2. RATES**
- 3. ISSUE OF MATERIALS BY COMPANY (FACT)**
- 4. EARNEST MONEY DEPOSIT. SECURITY DEPOSIT AND MAINTENANCE PERIOD**
- 5. TIME OF COMPLETION AND LIQUIDATED DAMAGES**
- 6. PAYMENTS:**
- 7. GST:**
- 8. EXTRA ITEMS:**
- 9. SAFETY AND SECURITY:**
- 10. TERMS OF ENGAGING LABOUR:**
- 11. TECHNICAL SUPERVISOR:**
- 12. DISPUTES:**
- 13. EMERGENCY:**
- 14. DAMAGES:**
- 15. TEST EQUIPMENTS**
- 16. ENVIRONMENT MANAGEMENT**
- 17. AGREEMENT**
- 18. SUB LETTING**

PRPD. BY :JAJ

CHKD. BY :JK

APPRD. BY :SR

Pg. No: 1

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED



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

2. RATES: The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required. The rates shall be firm till the completion of the work including extended period, if any, and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

3. ISSUE OF MATERIALS BY COMPANY (FACT) Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.

Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.

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

4. EARNEST MONEY DEPOSIT. SECURITY DEPOSIT AND MAINTENANCE PERIOD:

Quotations shall be accompanied by an Earnest Money Deposit as specified in the NIT and as per clause 10 of Instructions to bidders.

The Security Deposit for the work shall be 10% of the Work Order value and the Contractor shall remit it to the Company account as detailed below through RTGS / NEFT or furnish a Demand Draft / Bankers cheque for the amount in favour of FACT Ltd, payable at Udyogamandal or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.

Account Type : Cash Credit
Account No : 57017844467

PRPD. BY :JAJ

CHKD. BY :JK

APPRD. BY :SR

Pg. No: 2

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

IFS CODE : SBIN0070158
 Name of Bank : State Bank of India
 Branch : Udyogamandal
 District : Ernakulam
 State : Kerala

Defects noted in the work during the guarantee period due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. The S.D. will be released only on completion of the guarantee period as specified in the special condition of the contract, provided the contractor has cleared all dues and rectified defects, if any. On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released.

5. TIME OF COMPLETION AND LIQUIDATED DAMAGES: The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.


Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor

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

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

6. PAYMENTS:

Interim, on account payment will be made monthly depending on progress of work against running bills at 95% of value or part of work executed after deducting Income Tax and any other amount due to OWNER. Final Contract Price will be paid after completion of work in all respects

PRPD. BY :JAJ	CHKD. BY :JK	APPRD. BY :SR	Pg. No: 3
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

and taking over by COMPANY(FACT), clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, income Tax, any other amount due to COMPANY(FACT) etc.

7. **GST:** The rate quoted by the Vendor for all the works as per this tender /WO shall be exclusive of applicable 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. If the same is to be paid by FACT, the above shall be done by FACT directly.

I.FACT's Provisional ID in the state of Kerala is 32AAACT6204C1Z2.

II. The supplier/contractor shall confirm the following:

- a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
- b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.

III. 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.

IV. 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

V. 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.

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

- i) Derived from similar items in the Contract.
- ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or
- iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus

PRPD. BY :JAJ

CHKD. BY :JK

APPRD. BY :SR

Pg. No: 4

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Plant Manager / Engineer-in-Charge as and when such expenditure occurred.

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

10. TERMS OF ENGAGING LABOUR:

- i. CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- ii. CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- iii. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- iv. 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. It is also made clear that 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 realized from the Contractor.
- v. CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount

PRPD. BY :JAJ

CHKD. BY :JK

APPRD. BY :SR

Pg. No: 5

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.

- vi. In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- vii. Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- viii. The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- ix. 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.
- x. The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- xi. 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 employees and employer's contribution from the contractor's bill and remit the same to the fund.
- xii. 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. 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.
- xiii. The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For

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Pg. No: 6

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED



entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.

- a. Copy of Age proof
 - b. Police clearance certificate
 - c. Copy of bank pass book
 - d. Copy of Aadhar
 - e. Two copies of passport size photographs
 - f. Duly filled application for ESI & PF enrolment.
- xiv. The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.
- xv. 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 the Offices or 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.
- xvi. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired 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 its decision shall be final.
- xvii. The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

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

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

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

GST is applicable as per GST Act of Government of India

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Pg. No: 7

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

12. DISPUTES:

If the Contractor is not a Central Public Sector Enterprise/Central Government Department:

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. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and government departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

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

13. EMERGENCY: In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Plant Manager / Engineer-in-Charge and no extra payment will be payable for such work carried out.

14. DAMAGES: The Contractor shall take care to see that none of the existing structures, fittings, other contractor's properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.

All scrap materials shall be transported to Material Conservation yard after weighing.

During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

15. TEST EQUIPMENTS: Contractor shall use only calibrated test equipment / instruments for the works and valid calibration / test certificates shall be available for all such instruments.

16. ENVIRONMENT MANAGEMENT: We are a company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

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Pg. No: 8

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

17. AGREEMENT: For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.

The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

18. SUB LETTING: CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of COMPANY (FACT). In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to COMPANY (FACT) for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or subcontracted perform the portion of WORK so sub-let or subcontracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR

OTHER TERMS AND CONDITIONS: In case of any contradiction between Special conditions and General Conditions of Contract or any other terms and conditions anywhere, Special requirements of work shall prevail.

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Pg. No: 9

FACT CORPORATE MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

CIVIL DEPARTMENT	SPECIFIC REQUIREMENTS OF WORK	50200-12-DA-001 R0
		PAGE 1 OF 3

PREPARATION OF “AS-BUILT” DRAWINGS AND ASSESSMENT OF PROPERTIES OF STRUCTURAL ELEMENTS OF WORKSHOP BUILDING AT CMTI, BENGALURU


1. INTRODUCTION

M/s Central Manufacturing Technology Institute(CMTI) entrusted FACT Engineering and Design Organisation(FEDO) for assessing the structural stability of existing workshop for enhancement of crane capacity. Existing workshop constructed in 1960's, is a steel structural building with steel roof truss supported on RCC pedestal and footings. As the details of the workshop are not available in readily accessible formats, it is required to prepare “As-built” drawings of the workshop covering architectural and structural elements and assess the properties of structural elements. As built drawings must be prepared by physically measuring the existing building elements and the properties of structural elements must be determined by Non-destructive Testing (NDT) techniques or any other feasible methods. The whole work shall be carried out at the premises of CMTI, Yeshwantpura, Bengaluru as per scope of work, Schedule of Items of work, work specifications and general conditions of the contract.

2. SCOPE OF WORK

The scope of work consists of the following:

- a) Preparation of floor plan, section and elevation of the workshop by identifying the building components such as walls, columns, doors, windows, openings etc. and locating them in plan by physical establishment of distances, elevations and orientation at the site.
- b) Preparation of roofing and truss level plan and details of roofing system of the workshop by ascertaining the type and dimensions of the roofing sheet, and the grade and dimensions of the steel roof truss elements.
- c) Preparation of structural beam and column layout and details for structural supports of the electrically operated travelling (EOT) crane, by measuring the dimensions and thickness of the structural elements.
- d) Preparation of footing layout and details by dismantling the existing floor around the column / pedestal (manually with dismantling tools but without mechanical excavators) at three locations pointed out by Engineer in-charge and excavating soil till the foundations are exposed to obtain the dimensions and depth of the column footings.
- e) Carrying out NDT on RCC foundations, pedestals, grade beams and floor slabs and any other RCC structural element, to determine the grade and quality of concrete, details of reinforcement steel (Reinforcement steel diameter and spacing or numbers) and to inspect the elements for any signs of distress, corrosion etc. In such cases where NDT could not determine the reinforcement steel in RCC footings, a portion of the footing may be dismantled to ascertain the reinforcement steel with the approval of the engineer in-charge.
- f) Obtaining samples from existing structural steel members for conducting laboratory tests

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FACT ENGINEERING AND DESIGN ORGANISATION				

CIVIL DEPARTMENT	SPECIFIC REQUIREMENTS OF WORK	50200-12-DA-001 R0
		PAGE 2 OF 3

to determine the yield strength characteristics and chemical composition of steel members and repairing the locations of sampling with steel sections of same strength and characteristics to make it good in appearance and strength.

- g) Making good all the dismantled concrete with a higher grade of concrete (not less than 1:1:2 mix) and backfilling the excavated earth with proper compaction, without damaging other elements and portions of the workshop. The original finish of the floor shall be re-established.
- h) Submission of all drawings after approval of engineer in-charge and detailed report on the assessment of structural elements by NDT.

3. DELIVERABLES

- a) Location plan of the Workshop
- b) General arrangement drawing of the workshop consisting of floor plan, elevation and section, detailing all building components.
- c) Layout and details of roofing system including details of roofing sheet and truss.
- d) Layout and details of columns and beams, including details of bolts, welds and connections
- e) Layout and RCC details of footings, pedestals and grade beams
- f) Photographs of the workshop showing the layout of building components and execution of NDT.
- g) NDT report incorporating the test procedure and results in relation to the standard requirements.
- h) Reports of lab tests conducted on materials, as in the case may be.
- i) Two copies of the draft report shall be submitted for comments and three copies of the final report after incorporating comments, if any, shall be submitted in bound form along with soft copy.
- j) All Drawings to be furnished in soft copy (.dwg format) and three hard copies (A1/A2 sheet size) of the finalised drawings.

4. GENERAL CONDITIONS

- a) The time for completion of the entire work from physical measurement to submission of final report shall be **14 days** from the date of work to proceed note from the engineer in-charge.
- b) The work shall be carried out as per relevant Indian standards as applicable.
- c) The contractor shall be sound in conducting NDT for buildings and shall depute technically qualified and experienced competent personnel for the execution of the work.
- d) All instruments of measurements shall have a valid calibration certificate from a NABL approved laboratory, at the time of their use. Copies of certificate shall be submitted before start of the work to the engineer in-charge.
- e) Since dismantling / dismembering is to be carried out in the existing old building, the contractor shall take precautionary measures to ensure the stability and safety of the building during the work execution by any method as approved by engineer in-charge.
- f) All the dismantling and dismembering of the structural elements and building components

done for sampling shall be made good in strength and appearance immediately, to restore the building functionality.

- g) The contractor shall submit a work plan immediately after receipt of work order showing work schedule and get the same approved by engineer in-charge.
- h) All the materials brought in by the contractor and left unused and waste shall be cleared away by the contractor after work completion
- i) The quoted rate for the work to be carried out under the contract shall include cost of all labour, materials, tools and tackles, plant, machinery and equipment and transport, site visits and any other external tests and assistance of expertise which may be required for the completion of the work and the contractor shall ensure them in time to complete the work without any delay.

5. PAYMENT TERMS

100% of payment for WORK shall be released against the CONTRACTOR's certified Running Account Bill(s) on completion of individual item of work as per approved Schedule of Work.

GST DECLARATION

Name of Work: Preparation of “As-Built” Drawings and Assessment of Properties of Structural Elements of Workshop Building at CMTI, Bengaluru

Tender No. 08001/2020-2021/E22388 dated 04-11.2020.

1. Goods and Service Tax (GST) @ applicable rate for the work, shall be paid extra on the quoted amount for bidders with valid GST registration
2. Bidders with valid GST registration number shall quote the number below. Inter-state suppliers shall mandatorily quote the registration number or else, the offer is liable to be rejected.

GSTIN

ARN (if available)

3. Bidders without GST registration shall sign the following declaration (this is not applicable for inter-state bidders).

Strike off, if not applicable

I/We, hereby declare that
 I/We are exempt from GST registration on account of the annual turnover being less than Rs. 20 Lakhs.

Signature of the bidder with name and address

Place:

Date:

PROFORMA CONTRACT
**(RUPEES TWO HUNDRED NON - JUDICIAL STAMP
PAPER)**
AGREEMENT

W.O. No dt.

BETWEEN

**THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED,
UDYOGAMANDAL**

AND

.....

For

.....

THIS CONTRACT made and entered into this the day of by and between THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, a Company registered in India with Registered Office at Eloor, Udyogamandal P.O., Kerala State, hereinafter referred to as ‘OWNER’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns of the one part, and

.....

hereinafter referred to as ‘CONTRACTOR’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns, of the other part.

WHEREAS contractor submitted in response to invitation by Owner, tender for providing materials, labours, construction equipment and other related services and supervision thereof for the work first above mentioned in the title of this document and WHEREAS OWNER conveyed to CONTRACTOR vide **Work Order No..... dt.....** OWNER’s intention to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR accepted the same for a total amount of `-(` **Only**).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the parties hereto as follows:

WHEREAS the contractor has agreed, subject to the conditions and specifications contained in the documents under **Work Order No..... dt.....** (hereinafter referred to as the said conditions)

to execute the works shown upon descriptions in the said specifications and set forth in the schedule of items of works as the probable quantities and comply with the rate of progress as indicated in the statement **Work Order No. dt.....** for a sum of `..... (`Only).

or such other sum high or low as may be arrived at by final measurement at unit prices.

Now these presents witness and it is hereby mutually agreed as follows:

1. In consideration of the payment of the said sum of `..... (` Only).or such other sum high or low as may be arrived at by final measurement at unit prices, the contractor will upon and subject to the said conditions execute and complete the works as shown upon the said conditions and descriptions in the specifications and to the extent of the probable quantities shown in schedule of items of works with such variations by way of alterations or additions to, or deductions from the said works and method of payment therefore in the said conditions.

2. Time shall be considered as the essence of this agreement and the contractor hereby agreed to commence the work as specified in the said conditions and agrees to complete the work within**Months** from the date of Work to proceed notice.

3. It is hereby mutually agreed that the **Work Order No.....dt.....** the General and Special terms and conditions and the schedule, the scope of work and annexures thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

4. If the Contractor is not a Central Public Sector Enterprise/Central Government Department:

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. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and government departments / Organizations (excluding disputes concerning



Railways, Income Tax, Customs & Excise Departments), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

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

5. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the officers of the OWNER/empowered by the owner in this behalf.

IN WITNESS WHEREOF the parties thereto have executed this agreement by their duly authorised representatives on the day and year first above written.

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

**Senior Manager – (Materials) -C
THE FERTILISERS AND CHEMICALS, TRAVANCORE
LIMITED, UDYOGAMANDAL**

In the presence of witnesses:

1)

2)

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE BOND

(Bank Guarantee in lieu of Security Deposit shall be obtained from a Nationalised/Scheduled Bank Registered in India, on Rs 500/- Stamp Paper in the following proforma).

The Fertilisers And Chemicals Travancore Limited,
 FACT Fertiliser Plant, Udyogamandal Complex,
 Udyogamandal - 683 501
Kochi, Kerala (St), India

WHEREAS The Fertilisers And Chemicals Travancore Limited, FACT Fertiliser Plants, Udyogamandal Complex , Udyogamandal - 683 501, Kochi, Kerala(St.), India

(hereinafter called/referred to as the Company) has placed a Work Order
 No..... Dated with

M/s.....(hereinafter called the Contractor) for the work **PREPARATION OF “AS-BUILT” DRAWINGS AND ASSESSMENT OF PROPERTIES OF STRUCTURAL ELEMENTS OF WORKSHOP BUILDING AT CMTI, BENGALURU**

and where as it is one of the conditions of the said Work Order that the Contractor shall either remit a Sum of `..... (Rupeesonly) or furnish a Bank Guarantee for `..... (Rupees only) as Security Deposit for the due fulfillment of the said Work Order 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 upto a maximum of `..... (Rupeesonly) 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 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 valid discharge of our liability for payment there under 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 at the dues of the Company under or by Virtue of the said Contract have been full 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 and 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 forbear 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 presence by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the company to the said Contractor or any other matter or 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 (Rupees..... only).

Any notice, by way of request, demand or otherwise hereunder may be sent by registered post to the BANK addressed as aforesaid any if sent by registered 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 registered post, it shall be sufficient to prove that the envelope containing the notice was sent by registered post and the certificates 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 this company is situated and no other court shall have jurisdiction in the matter.

We..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this..... day of Two thousand Twenty

For (Name of Bank)

Authorized Official

Name

Designation

Place

Full address of the Bank issuing this guarantee :

(SEAL OF BANK)