



The Fertilisers And Chemicals Travancore Limited
IE Department, FEDO Building,
Udyogamandal 683501, Kochi.

NOTICE INVITING TENDER (E-TENDER)

The Fertilisers And Chemicals Travancore Limited (FACT) invites sealed quotation in two-part bid system (Part-A and Part-B bids) for Consultancy for carrying out '**Manpower Study/Assessment**' in **FACT** from experienced Consulting Organizations / Institutes / Agencies, meeting the Pre-Qualification Criteria prescribed in this tender document, may submit quotations on or before the due date mentioned below. Tenders received will be opened online on the due date and time. Tender details are given below:

- | | | |
|--|---|--|
| 1. Name of work | : | Manpower Study/Assessment in FACT |
| 2. Tender No. | : | 1024/2018-2019/E18246 dated 11.07.2018 |
| 3. Nature of Contract | : | Lumpsum Rate |
| 3. Earnest Money Deposit | : | Rs. 25,000/- |
| 4. Validity of Tender | : | 120 Days |
| 5. Due date and time to Upload tender (Online) | : | 02.08.2018 11:00:00 Hrs |
| 6. Date and time of opening Tender (Online) | : | 03.08.2018 11:00:00 Hrs |

NOTES:

1. Tender documents will be available in the website www.eprocure.gov.in. Remittance of **EMD** shall be through Demand Draft drawn in favour of FACT payable at Udyogamandal. NEFT remittance in FACT account shall be as given in the Instructions to the bidders. Other mode of payment will not be accepted.
2. Bids not accompanied by full EMD will be rejected.
3. Offers submitted other than online shall not be accepted.
4. All the bidders shall be registered under the GST Act and shall furnish their Registration Number in their bids.
5. The bidders shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
6. The right to accept the lowest or any other tender rests with FACT.
7. Vendors in the relevant group who are not yet registered in the e-procurement portal may participate in future tenders by registering themselves in the portal <https://eprocure.gov.in>. For details contact the Tender Inviting Officer.
8. Contact details: Phone: 0484 2568821, 2568822

Email: indengg@factltd.com
Date: 11.07.2018

Instructions regarding submission/opening of Part A and Part B bids are given in “Instructions to Bidders and Terms & Conditions” under Section 3 of this RFQ.

FACT reserves the right to accept or reject any or all the bids received at its absolute discretion without assigning any reason whatsoever and without any obligation. FACT reserves the right to cancel this RFQ at its absolute discretion without assigning any reason whatsoever and without any obligation.

Any further notifications, corrigenda, addenda, etc., shall be hosted only on FACT’s Official web site www.fact.co.in, Central Public Procurement website or Government ([National Informatics Centre](#)) website and **shall not be advertised in the newspapers**. Bidders in their own interest are advised to refer to FACT web site regularly.

The enclosures listed below form part of this RFQ.

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Senior Manager (IE)

List of Enclosures:

1. Section 2: Definitions and Interpretations
2. Section 3: Instructions to Bidders and Terms & Conditions
3. Section 4: Prequalification Criteria
4. Section 5: Scope of Work
5. Section 6: Unpriced Bid Format
6. Annexure A: Format for Information on Bidder’s Organisation
7. Annexure B: Bid Abstract Sheet
8. Annexure C: Exceptions and Deviations Sheet
9. Annexure D: Bank Guarantee Format for Security Deposit
10. Annexure E: Standard Terms and Conditions
11. Annexure F: Format for Undertaking by Bidder
12. Annexure G: Format for Undertaking by Bidder

SECTION-2
DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires :

- 2.1 **“FACT”** shall mean The Fertilizers And Chemicals Travancore Limited, having its registered Office at Udyogamandal-683 501, Kerala.
- 2.2 **CONSULTANT/CONTRACTOR/AGENCY** shall mean the successful bidder who is awarded the contract for execution of the work/service, against their bid in response to the Request For Quotation issued by FACT.
- 2.3 **FACT'S REPRESENTATIVE** means the person appointed or authorized by FACT in connection with execution of the contract.
- 2.4 **CONSULTANT'S Team Leader and Team Member** means the persons appointed or authorized by **CONSULTANT** for execution of the Contract.
- 2.5 **CONTRACT** shall mean Letter of Intent and the Work Order issued by FACT to the **CONSULTANT** and all attached exhibits, Annexures and documents referred therein and all terms and conditions thereof together with any subsequent modifications thereto issued by FACT.
- 2.6 **CONTRACT PRICE** shall mean the Amount/Price as per the Letter of Intent / Work Order which is inclusive of all taxes and duties but exclusive of GST
- 2.7 **SERVICES** mean the duties to be performed and the work/services to be rendered by **CONSULTANT** according to the terms and conditions of the Contract.
- 2.8 **REQUEST FOR QUOTATION** or **RFQ** shall mean and include the present document entitled REQUEST FOR QUOTATION with all its enclosures, for the work/service as described in the scope of work, and such other supplements, corrigenda and addenda which may be issued in connection with the present Request For Quotation (RFQ).
- 2.9 **QUOTATION or TENDER or BID** shall mean the offer received from a bidder for the execution of the work/services in response to the Request For Quotation (RFQ) and includes all enclosures thereto.
- 2.10 **TENDERER or BIDDER** shall mean the Organization / Firm / Institute / Agency submitting a TENDER/BID against the REQUEST FOR QUOTATION and shall include his legal representatives.

INSTRUCTIONS TO BIDDERS

1. Bidders shall study carefully go through the complete tender documents, viz., NIT, Instructions to Bidders, Pre-Qualification Criteria, Standard Terms and Conditions, Bank Guarantee formats, Price Bid format (BoQ), etc.
2. 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.
3. All interested 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 (Class II or Class III) 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 **Bidder's Manual Kit** available on the above website for detailed information and instructions for registration, bid submission, etc.
4. The documents which necessarily have to be submitted in originals, such as, EMD, Instrument, Bank Guarantees, Certificates, etc., as applicable, shall be submitted offline. However, scanned copies of such documents shall be uploaded along with the offer submitted online.

5.1 Part-I: PRE-QUALIFICATION-cum-TECHNO-COMMERCIAL BID shall contain:

- 5.1.1. Scanned copy of Tender Fee & EMD Instrument, as applicable / Claim for exemption with testimonials.
- 5.1.2. Filled in 'Past Experience of the Bidder'.
- 5.1.3 Filled in Enclosure-1, Enclosure-2, Enclosure-3.
- 5.1.4. Scanned copies of supporting documents against Pre-Qualification criteria.
- 5.1.5. Un-priced copy of Price Bid, filling all relevant columns. But without mentioning prices.
- 5.1.6. Filled in 'PART A: ORGANIZATION PROFILE'.
- 5.1.7. Filled in 'PART B: FINANCIAL DATA'.
- 5.1.8. Filled in 'PART B: FINANCIAL DATA', PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT.
- 5.1.9. Filled in 'COMMERCIAL TERMS AND CONDITIONS', Format for Exceptions/Deviations.
- 5.1.10. Filled in Annexure F, Annexure G.

5.2. Part-II: PRICE BID:

- 5.2.1. Price Bid, i.e., BoQ attached to the tender shall be uploaded after filling all relevant information such as, name of the bidder, basic price, taxes & duties, freight, etc.
 - 5.2.2. The priced BoQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the BoQ sheet will not be accepted by the System.
 - 5.2.3. Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that particular tax/duty/charge is not applicable or included in the basic price. No claim afterwards will be entertained.
 - 5.2.4. Bidders shall quote prices in the BoQ only. Prices indicated elsewhere shall not be considered.
 - 5.2.5. Priced BOQ shall be uploaded only in Part-II.
- 5.3. Both Part-I and Part-II of the Bid shall be uploaded in the above Portal, with all relevant documents, before due date & time.

5.4. 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 any documents or submission of incomplete documents may result in rejection of offers.

5.5 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 no- availability of internet, server, etc. FACT shall not be held responsible for inability of submission of documents in time due to power failure, non-availability of internet, etc. and for incomplete submission of offers or non-submission of any documents forming part of the offers.

a) Request for Quotation (RFQ)

The bidder is expected to examine all enclosures, instructions, forms, terms and specifications in the Request for Quotation (RFQ). Submission of bid implies that (a) all the requirements, terms and conditions of FACT as per this RFQ have been carefully read and understood by the bidder and (b) all the clarifications required are obtained by the bidder from FACT. The Request For Quotation (RFQ) together with all the enclosures thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required as per the RFQ or submission of a bid not substantially responsive to the RFQ in every respect will be at bidder's risk and may result in the rejection of the bid. Please note that Bidder must submit the Bid Abstract Sheet as per **Annexure B**, duly filled in, as part of Part A bid.

b) Amendment of RFQ

- i) At any time prior to the bid due date, FACT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFQ.
- ii) The amendment will be hosted on FACT website, Central Procurement Website and Government (nic) website and will be binding on the bidders. In their own interest, bidders are advised to refer to FACT web-site www.fact.co.in regularly.
- iii) In order to afford reasonable time to prospective bidders to take the amendment into account in preparing their bids, FACT may, at its discretion, extend the bid due date.

c) Language of bid

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and FACT shall be written in English language.

d) **PRE-BID MEETING**

- i) A pre-bid meeting will be conducted at **2:00 PM** on **25.07.2018** at FACT, Udyogamandal, Kochi (Kerala). Interested bidders shall confirm their participation well in advance.
- ii) It is desired to have a presentation by the prospective bidders indicating their approach & methodology towards completion of the proposed study in FACT. In connection with the same, persons at suitable level and relevant for carrying out the proposed study shall visit FACT during pre-bid meeting and make their presentation to FACT.
- iii) Apart from the presentation, queries of the firms (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Senior Manager (Industrial Engineering), FACT Ltd, (indengg@factltd.com) so as to reach him on or before **25 .07.2018**.

e) Documents comprising the bids

The details submitted, shall include but not be limited to the following:

- i) Bidder's Organization Profile as per **Annexure A**, with documents to substantiate.
- ii) Details of the work-experience and other documents to prove that the bidder meets pre-qualification criteria prescribed vide Section 4 of this RFQ.
- iii) Details of Bidder's infrastructure in India.
- iv) A write up on Approach & Methodology that will be adopted by the Agency for carrying out the study.
- v) Bid Abstract Sheet as per Annexure-B duly filled.
- vi) Exceptions and Deviations Sheet as per **Annexure C**. In case of no exceptions / deviations "Nil" statement shall be filled.
- vii) An undertaking document to state that the bidder if selected will not enter into consortium or subcontract the tender work in full or partial to other agency as per the format **Annexure F**.
- viii) Stamped and signed copy of **Sections 1 to 6 of RFQ** and **Annexures D and E**, along with its addenda/corrigenda, if any, as token of acceptance of the terms, conditions and other contents therein.
- ix) Any other document as may be required to substantiate the suitability of Bidder for the job.
- x) Any other information/details required as per the RFQ.

Important Note: Please ensure that **no price details** are mentioned in the technical bid or in the envelope with EMD/Tender fee.

f) Bid price

- i) The bidder shall quote the price as per the "Price Bid Format" given in BOQ Excel Sheet.
- ii) Prices quoted should be all-inclusive for executing the work as per the RFQ, except statutory GST. Applicable rate of GST must be indicated separately.
- iii) All costs for any other item / services, which are considered necessary for executing the job like all taxes, duties, levies, license fees, payments to any third party, all costs towards carrying out any surveys, travel to site, site visits by its personnel, incidental expenses etc. required to fulfill the Scope of Work specified in the RFQ are deemed to have been included in the lump-sum price.
- iv) Conditional discount, if offered, shall not be considered for evaluation.

g) Period of Validity of bids

- i) Bids shall be kept valid for 120 days from the date of opening of Part A bid.
- ii) The bidder shall not be entitled during the said period of 120 days, to revoke or cancel his/its Bid.
- iii) FACT may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses shall be made in writing/ by e-mail.
- iv) If the bidder withdraws / revises / revokes or shows unwillingness to conform to his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the RFQ shall be forfeited by FACT, without prejudice to FACT's other rights to claim damages.

h) Format and signing of bid

- i) The bidder shall prepare the bid in original, clearly marking "Original Bid". The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid shall be signed by the authorized person or persons signing the bid.
- ii) The complete bid shall be without alterations, interlineations, over-writing or erasures.
- iii) Corrections, if any, shall be signed by the person signing the bid.

i) Preparation and submission of bids

- i) Bidder can download the RFQ from FACT website, central public procurement website or CPP Portal (NIC) website. All documents as specified in the RFQ shall be submitted duly signed and stamped along with the bid.
- ii) Addenda/Corrigenda to this RFQ, if issued, must be signed and submitted along with the bid.
- iii) Bidders are advised to submit bids strictly based on the terms & conditions and specifications contained in the RFQ. Exceptions/ Deviations, if any, should be clearly indicated in the format given as **Annexure C** to this RFQ.

j) Earnest Money Deposit (EMD)

- i) Remittance of EMD shall be through Demand Draft drawn in favor of FACT, payable at Udyogamandal.
- ii) NEFT remittance in FACT account: Earnest Money Deposit (EMD) shall be remitted in favour of FACT through NEFT to our Account No 57017844467 with State Bank of India, Udyogamandal Br. IFSC SBIN0070158, MICR 682002926. Nature of A/c: CASH CREDIT.
- iii) EMD exemption to MSME (Micro, Small and Medium Enterprise) vendors. EMD will be exempted for Government Departments/Firms/Public Sector Units/MSME Units/Firms registered under NSIC/Khadi Board etc., on submission of valid documents, as per applicable guidelines/Government directions.
- iv) Bids without EMD are liable to be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidders will be refunded after the contract is finalized.
- v) EMD of the successful bidder shall be returned on submission of Security Deposit or the EMD amount may be adjusted towards security deposit required on award of the contract, if so desired by the Consultant.
- vi) The Earnest Money Deposit shall be forfeited by FACT in the following events:
 - a) If the Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
 - b) If Bid is varied or modified in a manner not acceptable to FACT during the validity period or any extension of the validity duly agreed by the Bidder.
 - c) If the bidder shows unwillingness to conform with his offer in any manner not acceptable to FACT.

Part A bid shall contain the following documents:

- i) Earnest Money Deposit (EMD) Rs. 25,000/- (Rupees Twenty-Five Thousand only) in the form of a Demand Draft drawn in favour of The Fertilisers And Chemicals Travancore Ltd., payable at Udyogamandal / Ernakulum (OR) NEFT/RTGS receipt with UTR number, with the firm's full name and reference number of RFQ written on the reverse, if EMD is paid through NEFT/RTGS.
 - ii) Un-priced copy of Price Bid Format as per Section – 6 of this RFQ. Please indicate 'QUOTED' in the rate column and sign. Do not enter rate in this format in Part A bid. Rate in the format shall be entered only in Part B bid.
 - iii) Bidder's Organisation Profile as per **Annexure A**, with documents to substantiate.
 - iv) Details of the work-experience and other documents to prove that the bidder meets e-qualification criteria prescribed vide Section 4 of this RFQ.
 - v) Details on how the bidder proposes to execute the work within the time frame specified in the RFQ, manpower and other resources proposed to be deployed etc.
 - vi) Bid Abstract Sheet as per **Annexure-B** duly filled.
 - vii) Exceptions and Deviations Sheet as per **Annexure C**. In case of no exceptions / deviations "NIL" statement shall be filled.
 - viii) Stamped and signed copy of Sections 1 to 6 of RFQ and **Annexures D and E**, along with its addenda/corrigenda, if any, as token of acceptance of the terms, conditions and other contents therein.
 - ix) Annexure F and G Format for Undertaking by Bidder.
 - x) Any other document as may be required to substantiate the suitability of Bidder for the job.
- k) Evaluation of bids
- i) FACT will examine the bids to determine whether they are complete and whether the bids are generally in order. The bidder should meet the pre- qualification criteria.
 - ii) FACT may, at its discretion, ask the bidders for a clarification of its bid. The request for such clarification and the response shall be only in online.
 - iii) All responses to request for clarifications shall be in writing / by e-mail.
 - iv) Bids which are incomplete and which are not in line with the terms and conditions of tender documents are liable to be rejected.
- l) Opening of priced bids
- Bidders who are meeting the pre-qualification criteria and whose technical and un-priced commercial bids are in line with terms and conditions of the Tender shall be informed about the Price bid opening date, time & Venue are in the portal. The Bidders shall check Tender Status in the web portal / CPP Portal.
- m) Discrepancy in the priced bid
- i) If there is any discrepancy in the price bid like if the price bid is not as per the format given in the tender document, then such bids are liable to be rejected.
 - ii) Conditional discounts will not be considered for price evaluation. However, FACT reserves the right to avail of such discount if offered, if such condition prevails.

n) Award criteria

- i) FACT will award the contract to the pre-qualified successful Bidder whose Bid is in line with terms and conditions of the tender and determined to be the lowest on the basis of evaluated price.
- ii) Evaluation of price bid will be based on the lump sum rate quoted in the Price Bid.
- iii) In case more than one bidder becomes L1 based on the evaluation, the 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 rates originally quoted by them, while submitting the revised bid as above.

o) Right to accept any bid and to reject any or all bids

FACT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for FACT's action.

p) Notification of award

FACT will notify the successful bidder by issuing Letter Of Intent (LOI). Work Order will be issued subsequently. Completion Period shall be counted from the date of LOI.

q) Acceptance of order

LOI and Work Order shall be returned by the Consultant, duly stamped and signed as a token of acceptance.

r) Income tax liability

The bidder will have to bear income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

s) Submission of forged documents

- i) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids, forfeiture of Earnest Money Deposit.
- ii) In case, the information / document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, FACT shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to FACT under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- iii) In case this issue of submission of false document comes to the notice after execution of work, FACT shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- iv) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of FACT debarring them from future business with FACT.

t) Performance of duties and services by Consultant

- i) Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Work.
- ii) Consultant shall in all professional matters act as a faithful advisor to FACT, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.
- iii) Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- iv) Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without approval of FACT.

bb) Team Leader

- i) Consultant shall nominate the Team Leader whose CV is submitted who will be responsible for executing this contract and shall be the contact person between FACT and Consultant for the performance of the Contract till successful completion. This nomination shall be done within five (5) days after the coming into force of the Contract. In extreme case, Consultant's Representative can be replaced with FACT's consent after getting approved his CV from FACT.
- ii) FACT shall be at liberty to object to any nomination and can advise Consultant to remove their representative in case of violation of terms and conditions of NIT / Contract. Consultant shall replace immediately such person by competent substitute at no extra cost to FACT.
- iii) Consultant's Representative shall be entitled through a written delegation of authority to act on behalf of Consultant with respect to any decisions to be made under the Contract.

cc) Payment and Completion Terms

- i) FACT shall pay for the services rendered as per stipulation in the RFQ through E-Banking only. All Bank charges of Consultant's Bankers shall be to the Consultant's account.
- ii) Consultant will invoice FACT according to the terms and conditions provided in the RFQ. Payment shall be released within 30 days of receipt of invoice subject to satisfactory completion of the defined milestone.
- iii) Payment terms are mentioned below:
 - 25% after completion and acceptance of Stage-2
 - 75% after completion of Stage-3 and after acceptance of the study report by FACT.

dd) Priority of works

FACT reserves the right to fix up priorities which will be conveyed by FACT and the Consultant shall plan and execute work accordingly.

ee) Firm price

The prices quoted by the Consultant should be firm and not subject to any price escalation.

ff) Insurance of the Consultant's personnel:

Insurance of the Consultant's personnel shall be the responsibility of the Consultant.

gg) Compliance with Statutory laws

The Consultant shall ensure due compliance with all applicable and governing industrial laws, rules and regulations and by laws both of the Central and State Governments and all other local authorities and shall keep the Owner harmless and indemnified in respect thereof.

The Consultant shall abide by all safety regulations, as required statutorily and also as per procedures and instructions from FACT issued from time to time for safe work at the Site.

hh) Security Deposit

- i) The Consultant shall remit 5% of the contract value as interest free security deposit immediately and not later than 15 days of award of Letter of Intent or Work Order whichever is earlier.
- ii) Alternatively, an unconditional, irrevocable Bank Guarantee from a Nationalized / Scheduled Bank acceptable to FACT may be furnished in the format prescribed by FACT as per Annexure D for equivalent amount within 15 days 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.
- iii) In case of extension of completion period, Consultant shall be required to extend the Bank Guarantee against security deposit for a period so extended with a further claim period of six months.
- iv) All expenses incurred in obtaining of such guarantee shall be borne by the Consultant.
- v) The EMD remitted by the Contractor can be adjusted towards security deposit, if so desired by him. EMD shall be returned only on remittance of requisite Security Deposit.
- vi) The violation of any of the terms and conditions of Contract by the Consultant 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.
- vii) The security deposit shall be released after the work as per the contract is satisfactorily completed and accepted and final bill is paid. Any amount due from the Consultant shall be deducted from the security deposit without prejudice to FACT's right to claim balance amount if any from the Consultant. The violation of any of the terms and conditions of the contract by the contractor shall entail forfeiture of security deposit.

ii) Confidentiality

- i) Consultant shall limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided. However, Consultant shall ensure that each of them has been informed of the confidential nature of the work, confidentiality and non-disclosure provided for hereof.
- ii) Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or FACT's business or operations without the prior consent of FACT.
- iii) FACT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of FACT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or

allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

jj) Taxes and duties

- i) Consultant shall pay any and all taxes including duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties. However, GST shall be payable extra as per the applicable rates by FACT.
- ii) FACT shall deduct Income tax at source at applicable rates and issue the certificate for the tax deducted at source.

kk) Resolution of disputes and arbitration

- i) This contract shall be subject to and shall in all respects be governed by Indian law.
- ii) FACT and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- iii) All disputes, controversies, or claims between the parties (except in matters where the decision of the FACT is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration.
- iv) Such dispute(s) arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulum in Kerala.

ll) Legal matters

Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulum.

mm) Suspension of services

- i) FACT may suspend in whole or in part - the performance of services of Consultant any time upon giving fifteen (15) days' notice.
- ii) Upon notice of suspension, Consultant shall suspend the services immediately.
- iii) Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the maximum total reimbursement shall be restricted to contract price. FACT's decision shall be final in this matter.
- iv) If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract as per the terms and conditions of the Tender.

nn) Price Reduction Clause

- i) The various milestones, time period within which the activities to be completed and penalty on account of delay shall be as follows:

Liquidated damages @ 0.5% per week of delay in the time schedule for each stage specified in the Scope of Work. Maximum liquidated damages shall be 10% of the contract value. FACT may without prejudice to any methods of recovery, deduct the amount of such penalty

from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the security deposit. Both Consultant and FACT agree that the above price reduction is genuine pre-estimates of the loss/damage which FACT would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of FACT in the matter of applicability of Penalty shall be final and binding.

oo) Assignment

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to any third party.

pp) Industrial and intellectual property

- i) In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep FACT harmless and indemnify FACT from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks, names or other protected rights.
- ii) All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to FACT will be property of FACT.
- iii) Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by FACT for carrying out of any services with any third parties.
- iv) Consultant shall not without the prior written consent of FACT be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

qq) Liabilities

- i) Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

rr) Termination of Contract

- i) Termination for Default
FACT reserves its right to terminate / short close the contract, without prejudice to any other recourse for breach of Contract, by giving one-month notice if Consultant fails to perform any obligation(s) under the Contract and if Consultant, does not remedy / rectify his failure within a period of 30 days (or such longer period as FACT may authorize in writing) after receipt of the default notice from FACT.
- ii) Termination for insolvency
FACT may at any time terminate the Contract by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FACT.
- iii) Termination for convenience
FACT may by written notice sent to Consultant, terminate the contract, in whole or

part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by FACT till the date upon which such termination becomes effective.

ss) Modification

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.

tt) Force Majeure

- i) 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, Act-of-God, labor strike or lock-out or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or statutory bodies, 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 within one week of its occurrence.
- ii) Consultant shall advise FACT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, 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.
- iii) For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither FACT nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
- iv) In the event of any force majeure cause, Consultant or the FACT shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

uu) Rectification period

- i) All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.
- ii) No deviation from such conditions shall be made without FACT's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by FACT) are guaranteed to be of the best quality of their respective kinds.

vv) Notices

Any notice given by one party to the other pursuant to the Contract shall be sent in the form of mail followed by official letter.

ww) ENVIRONMENT MANAGEMENT SYSTEM:

FACT is a company having Environmental Management System according to ISO 14001 standard. The Contractor shall ensure that none of their activities cause damage to the environment.

xx) FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website www.fact.co.in. Contractors shall make them aware and also ensure compliance of the same.

yy) OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our "Standard Terms and Conditions of Contract viz. Annexure- E". In case of any contradiction between Special Terms and Conditions (Section 3) and Standard Terms and Conditions of Contract (Annexure-E), Terms and Conditions as per Section 3 shall prevail.

SECTION-4

PREQUALIFICATION CRITERIA

1. Consultant should be incorporated in India under Companies' Act 1956 or Societies registered in India under Society's Registration Act 1860 or Trusts registered in India under Indian Trust Act.			
2. Experience & Capability			
Criteria details	Minimum Criteria value to be satisfied by the agency	Preference Criteria(*)	Documents required to be attached for evaluating the mandatory criteria(**)
Past study experience	<ul style="list-style-type: none"> 3 (Three) Manpower Assessment Studies carried out with in last 5 years (i.e. with respect to closing date of tender) in India with an Organization size of 500 Employees or more. 	<ul style="list-style-type: none"> PSU exposure Studies carried out in manufacturing industries Studies carried out in domain areas such as Manufacturing and Marketing of Fertilizers / Petrochemicals 	<p>a) Minimum one of the following for each of the three studies: Purchase order / Client certificate / Contract agreement & b) Duly filled in and signed format Enclosure:1</p>
No. of resource personnel	5 (Five)	---	Duly filled in and signed format Enclosure : 2

Qualification for resource personnel	Graduate Engineer	<ul style="list-style-type: none"> • IE/Chemical/Mechanical Engg. / Equivalent for Team leader with MBA//PGDM for Team leader • Graduate Engineer/ MBA for members 	
Experience of resource personnel: (i)Post qualification Experience (in years)	Team leader: 7 years Members: 4 years	<ul style="list-style-type: none"> • PSU experience for resource personnel • Exposure in similar sectors such as Manufacturing and Marketing of Fertilizers / Petrochemicals 	
No. of Manpower assessment studies associated with	Team leader: 3 Members : 1		
3. Finance			

Annual turnover of the firm from the consultancy business in India	The Consultancy Firm should have a minimum average turnover per year shall be Rs. 5 lakhs in each of the last three financial years ending 31-03-2017. The bidders should furnish copy of Audited Balance Sheet and Profit and loss details of the respective years.	---	Audited Balance Sheet and Profit & Loss account statements of last 3 financial years (***) with declaration citing revenue from Manpower Consultancy business in India.
4. The bidder should neither have been Debarred and / or blacklisted by any Central/State Govt. Department /Universities/ Educational Institutions/ Organization.			Undertaking document as per the format Enclosure 3
5. GST Registration			To furnish Copy of GST Registration.
6. Income Tax return			To furnish latest Income Tax return submission c o p y .

* Preference Criteria indicated above will not be reckoned for technical evaluation.

** Relevant Documents are to be meticulously attached by the bidder and the bid will not be considered if any of the mandatory documents is not attached.
No clarification will be sought in this regard.

*** In lieu of audited financial results of financial years, audited financial results of calendar years will also be considered as deemed appropriate

Enclosure – 1

Tender No : dated
Offer No. & Date:

Past Experience of the bidder

Table 1: Details required to evaluate mandatory criteria (pl. fill up all the fields as these fields will be technically screened for shortlisting the bids)

Sl. no.	Title of the Study and brief description	Date of completion of the study	Study type: 'Manpower Assessment Study ' or 'Others'	Total manpower Strength of the client organization
1				
2				
3				
Bidders are welcome to fill additional past study details over and above minimum no. specified				

Note: (i). Please mention only the details of completed projects and completed portions of ongoing projects.

- (ii) Pl. provide suitable & relevant any one (or) more of the below mentioned document proofs in line with mandatory criteria (ref. of Tender document) requirement for each of the study mentioned viz. Purchase order, Agreement entered by / with Client & Client Certificate in respect of Table: 1 above and in line with preference criteria (ref. of Tender document) in respect of Table: 2

Table 2

Details additionally required for information purposes

Sl. no.	Title of the Study	Domain in which study done such Plant, Maintenance; HR, Finance, Others (pl. specify)	Client Organisation (Name & Address)	Client belongs to; • PSU (or) • Private (pl. specify)	Sector to which the Client belongs such as; • Manufacturing • Fertilizers/ Chemicals/ Petrochemicals • Others (pl. specify)	Total manpower strength for which study covered	Value of the Assignment (In Rs) – Optional
1							
2							
3							

I / we hereby certify that all the information given above is true and correct.

Signature with Date :

Name & Designation :

Firm's Seal :

Enclosure –2

Tender No : dated
Offer No. & Date:

DETAILS OF EXPERTISE OF RESOURCE PERSONNEL

Table 1: Details required to evaluate mandatory criteria (pl. specify all the fields as these fields will be technically screened for pre-qualification)

Sl. No.	Position	Post Qualification Experience (in years)	No. of manpower assessment studies in which the resource personnel associated with
1	Team Leader		
2	Member-1		
3	Member-2		
4	Member-3		
5	Member-4		

Table 2(i): Details additionally required for information purposes

Sl. No.	Position	Name of resource personnel	Qualification					On rolls of the Consulting agency (or) Empanelled (or) others (pl. specify)
			Degree	PG	MBA	CA / ICWA (level)	Ph.D.	
1	Team Leader							
2	Member-1							
3	Member-2							
4	Member-3							
5	Member-4							

Table 2(ii): Details additionally required for information purposes

Details of Experience of all Resource personnel in PSU, Fertilizers, chemicals, Petrochemical, Oil sector etc (if available)

Sl. No.	Name of the resource personnel	Company & Sector in which experience obtained	Years of Experience

Note: Credentials & detailed CV of the Resource personnel of the Consulting firm will be sought as may be deemed appropriate by the Management.

I / We hereby certify that all the information given above are True and correct

Signature with Date :

Name & Designation :

Firm's Seal :

Enclosure –3

Tender No : dated

Offer No. & Date:

UNDERTAKING

This is to certify that _____

(Name of the Consulting Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

Signature with Date :

Name & Designation :

Firm's Seal
:

Section 5

Scope of Work

1.0 About the Company

The Fertilizers And Chemical Travancore Ltd (FACT), India's first large- scale fertilizer manufacturing unit, set up in 1943, is a multidivisional Government of India Company located at Udyogamandal, Kochi, Kerala. The Company is engaged primarily in manufacture of Fertilizers, Chemicals & Petrochemicals and has two manufacturing units at Udyogamandal and Ambalamedu. FACT has a Design & Consultancy division (FACT Engineering and Design Organization, FEDO) and an Engineering division (FACT Engineering Works, FEW), with a large Marketing network spread over 5 States in South India. The Company has a turnover of more than 2000 crores and is having a total manpower of about 1800 in various Managerial and Non-Managerial cadres, on permanent rolls.

2.0 Objectives of the Study

The Company intends to right size the manpower strength of the Company by conducting a Manpower study engaging an external agency. The study has to cover all the levels and categories of employees in managerial and non-managerial cadres, in all the divisions/departments and functions of the Company, to arrive at a total strength for the Company, by assessing the manpower requirement plant/ section wise and department/division wise. The study shall focus at rationalizing and optimizing the manpower strength to arrive at an appropriate/ideal manpower by studying the present operations, analyzing the core functions/activities and identifying the jobs/areas for outsourcing. On the basis of the reassessed strength, Recruitment plan and Succession plan have to be prepared for five years.

3.0 Study Coverage

The Manpower Study shall cover all the managerial and non-managerial employees in all levels and categories in the following divisions/ departments /functions/ areas/offices.

3.1 Udyogamandal Complex (UC)

FACT (UC) is one of the two manufacturing divisions of FACT located in Udyogamandal, comprising of two major areas of [Fertilisers and Petrochemicals Plants](#) producing Ammonia, Ammonium Phosphate (Factamfos), Ammonium Sulphate, Sulphuric acid, Caprolactam, Captive Power plants etc.

3.2 Cochin Division (CD)

FACT (CD) is the second manufacturing division of FACT, located in Ambalamedu, having Ammonium Phosphate, Sulphuric and Phosphoric acid plants and also Product Handling & Dispatch (PHD) departments. The Raw Material handling installations at Cochin port are also part of CD.

3.3 Marketing Division

Marketing division is entrusted with the task of sales and marketing of different products of FACT and is having sales network in Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Puducherry, consisting of State/ Zonal Offices and Agro Service Centres.

3.4 FEDO

FEDO is the Engineering and Consultancy division of FACT which provides consultancy services for design of fertilizer & process plants and allied industries and for infrastructure development and undertakes turnkey project jobs.

3.5 FEW

FEW is the Engineering and Fabrication unit of FACT located at Palluruthy, Kochi. FEW is engaged in manufacture of heat exchangers, pressure vessels, storage tanks, ship building components etc.

3.6 Corporate Office and Head Office

FACT Corporate Office is located at Udyogamandal with Offices of Chairman and Managing Director, Functional Directors and Offices of various Functional heads and Company Secretariat.

FACT - HO is located in Udyogamandal and the following sections/ functions are attached to HO.

- Centralized Finance including Internal Audit, Provident Fund
- Centralized Materials – Purchase, Stores, Shipping Office
- Centralized HR including Welfare/ Medical/ Training/ Legal Services
- Computer Services Centre
- Administration/ Public Relations /Estate office and Guest houses
- Vigilance department
- Regional/liaison Offices and Guest house at Delhi, Mumbai and Thiruvananthapuram

4. Scope of Study

- To conduct **Work Study** in all the Divisions/Functions/Departments/Offices of FACT and to recommend “Appropriate Human Resources “to be deployed, - Job/ Category/ Function/ Level wise, to right size the Organization.
- To analyze the present Organizational Structure keeping in view the objectives of the organization, goals, roles and responsibility and recommend suitable Organizational Structure for various Divisions and Functions.
- To study the present operations/processes/systems in different divisions as follows.
 - To identify the Core functions/activities/areas and recommend optimum manpower for core activities, category wise.
 - To analyze Services functions (Maintenance, Finance, HR, Welfare, Administration, IT, Fire Services etc.), Identify jobs/areas that can be outsourced, Assess the manpower requirement for departmental jobs.
 - Study of Job Descriptions including roles and responsibilities of all Employees and also documentation of competency and skill matrix of all positions.
 - To study and recommend on ‘Shift Timings ‘in operation for better output & productivity.
 - To identify Functions/Jobs which can be eliminated or simplified or combined and effective utilization of SAP ERP system/ IT, with recommendations on reduction of strength.
 - To identify jobs in core and service functions and unskilled/semiskilled jobs, to be outsourced through contract.

- To analyse Marketing operations at State/ Zonal/ Territory/ ASC levels for optimization of manpower, bench marking the sales activities with similar Companies - to analyse the operation and manpower of Agro Service Centres, studying the scope for outsourcing of ASCs etc, In Marketing State/Zonal Offices and Agro Service Centres, physical visit shall be carried out in sample locations in each State in view of the similarity in working model and the geographical spread. However, study and report as per the stated Scope and Deliverables need to be provided for all the locations. The names of sample locations where physical visit to be carried out shall be decided before commencement of the study, in consultation with FACT.
- To identify areas for systems/procedure/method improvements/automation for productivity enhancement, wherever applicable.
- To identify jobs/ areas where engagement of contract manpower is preferred, due to work–demand fluctuations.
- To make comparison of manpower/labour productivity - of FACT with prevailing Industry norms and norms of similar Companies.
- To work out Recruitment plan and Succession plan for next five years.

The assessment of work content may be done through interactions with the department heads/ in-charge personnel, analyzing the primary data collected from departments, secondary data collected from the records, observation while task is being performed etc. Data thus collected may be analyzed using appropriate IE, statistical & other techniques. There are jobs / tasks that have been outsourced for operational efficiency. Such activities shall also be analyzed while working out the quantum of job during workload assessment.

The scope may be altered / amended as may be necessary with mutual consent between the parties (FACT & the Agency).

5.0 Deliverables

- 5.1 To provide **“Appropriate Human Resources” to be deployed - Division / Plant/ Section/ Function/ Post/ Category wise- for all managerial and non-managerial jobs/cadre.**
- 5.2 To provide ideal Organization structure with Organogram – for all Divisions and Functions.
- 5.3 To list out Core Functions/Areas, with manpower requirements.
- 5.4 To list out Service functions to be outsourced and to provide Manpower requirement for departmental jobs in Service departments.
- 5.5 To recommend ideal ‘Shift Timing’ for round the clock operations.
- 5.6 To provide Work Load Assessment details and ‘Duties & Responsibilities’ - Job / Post/ Category wise – for managerial and non- managerial cadres – Preparation of Job Description Report.
- 5.7 To list out functions/jobs that can be eliminated or simplified or combined by utilizing SAP ERP system/IT, with recommendations on reduction of strength.
- 5.8 To list out unskilled/semiskilled jobs to be outsourced – with action plan for implementation.
- 5.9 To put up proposals on Marketing Field Set-up and Manpower- Specific recommendations on operation of Agro service Centres, outsourcing/merging of ASCs, strength of managerial and non-managerial field staff etc.- in comparison with other Companies.

- 5.10 To provide proposals on system/procedure/method improvements, wherever applicable, for productivity improvement.
- 5.11 To list out jobs/areas where engagement of contract manpower is preferred, due to work–demand fluctuations.
- 5.12 To provide manpower/labor productivity indices based on the recommended strength – overall for the Company, Division and Function wise, comparing with established Industry norms and norms of similar Companies/ Organizations.
- 5.13 To provide Restructuring, Recruitment and Succession plan for next five years.
- 5.14 Preparation of Procedure Manual for carrying out Manpower Studies

6.0 Approach and Methodology

6.1 The bidding agency shall provide detailed approach & methodology for accomplishing the scope, coverage, objectives & deliverables mentioned in the tender document.

6.2 The methodology for manpower assessment shall be through any one (or) combination of the following techniques but not limited to, as applicable and appropriate to individual work areas viz;

- Individual work process observations
- Activity mapping
- Work sampling
- Capacity assessment basis
- External Benchmarking with relevant Organization of similar nature/turnover (preferably competitors) etc
- Dynamic work plans such as Production Programme/ Sales Programme
- Production, Sales and other departmental targets achieved in previous years.

(The above are indicative and not exhaustive)

7.0 Manpower study - Road map

7.1 The Study shall be conducted vide the following three stages

Stage: 1

Diagnostic stage where an initial study will be conducted by the agency covering all the study areas as per the scope, coverage, objectives and deliverables of the assignment.

Based on the initial study, a conceptual paper detailing the approach and methodology proposed by the agency (for conducting the study on entire scope, deliverables and coverage areas) will be submitted, which has to be concurred by FACT Management before proceeding to Stage 2.

A detailed Time Schedule indicating the following shall also be submitted for all individual study area for acceptance by FACT.

- Division/Dept./Section
- Duration of Study (From.... To.....)
- Names of Resource personnel
- Methodology/Techniques
- Schedule for study reviews with FACT Management

Stage: 2

Detailed studies shall be conducted by the agency as per the approved Conceptual Paper and Time Schedule under Stage – 1. Completed Study reports at the end of each individual study – as per the scope, coverage and deliverables – shall be submitted by the agency at the stated time to FACT Management. This report will be reviewed and mutually accepted feedbacks will be incorporated in the respective reports.

Stage: 3

Discussion and Submission of Final Report

Major study results will be discussed with FACT Management and the full and final report incorporating the feedback of Management will be submitted within the time period specified for Stage 3.

7.2 Duration of Study:

- i. Stage 1: Two weeks from LOI date.
- ii. Stage 2: Eight weeks after completion and acceptance of Stage 1
- iii. Stage 3: Two weeks after completion and acceptance of Stage 2

8.0 Responsibilities of FACT

- 8.1 FACT will provide access to current systems and processes as well as any other historical data, if any.
- 8.2 FACT will provide required information/response sought by the Consultant within reasonable time, wherever data and information are available with FACT.
- 8.3 FACT will provide necessary permissions for entry at work sites and usage of infrastructure, subject to approval.
- 8.4 Lodging facility shall be provided in FACT House at Udyogamandal only (non AC, twin sharing, with bed coffee/tea) to the study team, free of cost.
- 8.5 Lunch will be provided to the Study team from Company Canteen to the extent available, free of cost.

9.0 Responsibilities of Successful bidder

- 9.1 The Consulting Firm / Agency will be responsible for fulfilling the study requirements as brought out in the tender document.
- 9.2 Responsible for arranging all the logistics as may be necessary for the assignment viz. transportation & accommodation to personnel of the firm / agency (other than mentioned in section 8), printing, stationery, internet facility, photo copying etc.

- 9.3 All interim reports are to be submitted by the agency in two (02) sets with colour print as may be required, along with 2 CDs containing the respective soft copy. Full & Final report to be submitted by the agency in six sets (06) with colour print as may be required, along with 6 CDs containing the soft copy of the same.

.....

Section-6

Unpriced bid

Tender Reference: SM (IE)-HO FACT dated 11.07.2018

Quotation for Manpower Study/Assessment in FACT Ltd.		
Particulars	Amount (All-inclusive price , but exclusive of GST) in Rs	
	Basic Rate In Figures(Quoted / Non Quoted)	
Professional fee / Charges to carryout Manpower Study / Assessment in all the divisions, departments / sections of FACT Ltd. in Managerial and Non-Managerial Cadres as per detailed Scope of Work, Deliverables and Coverage specified in tender document.		

EXTRA

Applicable rate of GST: -----% payable extra by FACT as per the applicable statutory rates.

We have read and understood the Request For Quotation referred above, and all its enclosures including Instructions to Bidders, Terms and Conditions, Scope of Work, Standard Terms and Conditions etc. and hereby confirm our acceptance to the same.

Bidder:

Firm: _____

Signature of Authorized Signatory: _____

Date: _____

Name : _____

Place: _____

Designation
Seal

PART B: FINANCIAL DATA

1. INCOME & TURNOVER FOR THE PREVIOUS THREE YEARS.

S. No.	Financial Year	Total Income/ Turnover (Rs.)	Income/ Turnover on account of Manpower Assessment Studies
1	2014-15		
2	2015-16		
3	2016-17		

Note: The above turnover statement must be supported with relevant proof, e.g.,

- i) Copies of the audited Balance Sheet and Profit & Loss A/c or Income & Expenditure A/c duly audited by Chartered Accountant.
- ii) Any other proof as deemed appropriate viz. Auditor's Report, ITR copies etc.
- iii) The turnover should be in the name of professional Consultant /Firm only and not of the Group Company. In case of any variation on the turnover of the Group, the same will not be considered unless and until documentary proof are attached with the application for prequalification showing the arrangements made in this regard for consideration of application for prequalification.

2. Financial Worthiness:

- i) Name, Address & Tel. Nos. of Bank with which the Bidder has financial dealings:
- ii) Details of credit limits/ facilities enjoyed. (Please submit Certificate from the Bank)

Sl.No.	Name of the Bank	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limit Sanctioned Rs.
1			
2			

- iii) Copy of "Permanent Account Number" (PAN) Card.
- iv) Copy of GST registration.
- iv) Copy of latest Income tax return filed by Bidder for the previous assessment year.

PART C Short notes / Tables on:

- i) Professional Consultant /Organization/Firm
- ii) Its Set-up
- iii) When it was established (With Proof)
- iv) Years of Experience
- v) List of clients
- vi) Range of Services provided/able to provide as relevant to Manpower Assessment Studies
- vii) BIS/ISO Certifications (if any)
- viii) Whether under liquidation, Court receivership or similar proceedings? Give details.

DECLARATION

I/We hereby declare that the particulars furnished in Part A, B and C 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.

Date:

Name of Bidder:

Place

(Seal)

Signature of Bidder:

BID ABSTRACT SHEET**Annexure-B**

COMMERCIAL TERMS AND CONDITIONS			
KINDLY FILL THIS SHEET AND PUT IT IN THE UNPRICED COMMERCIAL BID			
<u>Tender Reference SM (IE)-HO FACT</u> <u>dated 11.07.2018</u>		BIDDER'S NAME:	
QUOTATION NO:			
SL. NO.	DESCRIPTION	COMMENTS	
1	EMD RS. 25,000/- SUBMITTED?	YES	NO
2	Bid valid for 120 days from the Bid opening date	YES	NO
3	Scope of Work as defined in the Tender Document	AGREED	DISAGREED
4	Submission of security deposit for 5% of contract value in the form of DD or bank guarantee in prescribed format, valid till (contractual completion period+6 months)	AGREED	DISAGREED
5	Price reduction clause for late delivery as mentioned at clause nn of Section 3 (Instructions to Bidders and Terms& Conditions)	AGREED	DISAGREED
6	FACT 's payment terms agreed as mentioned in the RFQ document {clause (cc (iii)) of Section 3}	AGREED	DISAGREED
7	Whether price shall remain firm throughout contract period?	YES	NO
8	Completion Period: Completion period as mentioned at Clause 7 of Section 5.	AGREED	DISAGREED
9	Any variation in GST or related statutory levies after bid due date and within the contractual period shall be to FACT's account and beyond that it shall be to Consultant's account.	AGREED	DISAGREED
10	Confirmed that the offer is in total conformity with the terms & conditions as specified in the RFQ.	YES	NO
11	Deviations if any given in the format as per Annexure C	YES	NO
12	Applicable rate of GST %		
13	Whether the Price Bid submitted is strictly according to the prescribed format as per Section 6.?	YES	NO
Date :		Name & Designation	Seal & Signature

Format for Exceptions/Deviations**Annexure C**

Name of Bidder :

Tender Reference: SM (IE)-HO FACT dated 11.07.2018

Quotation No.: _____

(Bidder is required to comply with the requirements of the Bid Document, and not to stipulate any exceptions or deviation. In case it is unavoidable, Bidder may stipulate exceptions and deviations to bid requirements only as per the format below. In case of no exceptions/deviations, "NIL" shall be indicated in the table below)

We state that our Quotation No _____ is in full compliance with the documents issued vide **Tender Reference/SM (IE)-HO FACT dated 11.07.2018 except for the deviations listed below.**

SL. NO.	RFQ DOCUMENT REFERENCE			SUBJECT	DEVIATION
	SECTION NO.	PAGE NO.	CLAUSE		

We further confirm that any exceptions / deviations if expressed or included elsewhere in the Bid Documents are not applicable.

Date :

Name & Designation

Seal & Signature

Annexure D

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

(TO BE OBTAINED FROM AN INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH Rs.200/-)

To

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

Whereas The Fertilisers And Chemicals Travancore Limited, Udyogamandal P.O., Kerala (hereinafter referred to as the 'Company') has placed a work order no.datedwith M/S..... (herein after called the Contractor) for the work ofand whereas it is one of the conditions of the said work order that the Contractor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due fulfilment of the said work order by the said Contractor.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above work order, we..... The Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rupees.....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said work order.

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the said Contractor shall have no claim against us for making such payment.

We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We.....further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said

Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.

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

Dated this..... day of Two thousand and sixteen.

For (Name of Bank) :
Authorized Official :
Name :
Designation :

Place:

Full address of the Branch issuing this guarantee:

REQUEST FOR QUOTATION - STANDARD TERMS & CONDITIONS

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

Definition

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

1. General Conditions

- 1.1 Negotiations if required may be carried out with L1 Bidder.
- 1.2 FACT reserves the right to claim damages, of which FACT shall be the sole judge, in respect of delays directly or indirectly due to the failure/default on the part of Consultant in carrying out the responsibilities/ duties efficiently and promptly.
- 1.3 The rates given in the tender should be kept open for acceptance by FACT up to 120 days from the due date. In case processing / acceptance of tender takes more than 120 days, the Bidder, who wishes to withdraw its Price Offer, should write to FACT within a week of expiry of 120 days, withdrawing its Price Offer, else the rates will hold valid till the contract finalization and complete execution of contract.
- 1.4 The submission of a tender by a Bidder implies that he has read these instructions and has made himself aware of the scope of work and the conditions of the contract and FACT will not therefore, pay any extra charges on any account in case the Consultant finds later on to have misjudged the conditions.

2. Statutory Obligations

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

3. Price

- 3.1 The Bidder shall include in its price all taxes and other costs while quoting for the tender, in "Section - 6 : Price Bid" to be kept in Envelope No.2.
- 3.2 The agreed rates by the Consultant shall be firm and binding for the entire contract period and NO ESCALATION whatsoever shall either be claimed or considered.
- 3.3 The Bidder shall submit their tender in sealed covers as specified in RFQ.
- 3.4 The Bidders are requested to quote their most competitive bid. No revised bid shall be entertained. No conditional bids will be accepted.
- 3.5 The Agencies are advised to exercise greatest care in entering the rates. Any request for

corrections will not be entertained after the bids are opened. Corrections if any made before submission of the tender forms should be initiated by the person signing the tender form, failing which rates for such items will not be considered.

- 3.6 Income Tax will be deducted at source from the bills as applicable. The Consultant needs to furnish its PAN.
- 3.7 The contract will be awarded to lowest bidder on the basis of rates quoted / negotiated provided all other requirements of FACT are fulfilled.
- 3.8 FACT shall have right to accept or reject any or all bids without assigning any reasons thereof.

4. Termination of Contract

- 4.1 Evaluation of Consultant's performance by the Company and decisions taken thereon shall be final and binding upon the Consultant. FACT may terminate the Contract at any time after giving one week notice particularly in any of the following events:
 - i. Fraud committed by the Consultant.
 - ii. Serious default of the Contract terms committed by the Consultant
 - iii. Sub-contracting without authorization from FACT.
 - iv. Services are found to be unsatisfactory.
 - v. Any violation of terms and conditions
- 4.2 Any act on part of the Consultant or his employees which will be prejudicial to the interest of the FACT shall be considered as grave breach of the condition of the contract and shall render the contract liable for immediate termination. Loss due to any act on part of the Consultant will be entirely his responsibility.
- 4.3 In the event of the failure or delay to fulfill the obligations in the execution of work to the entire satisfaction of FACT, FACT reserves the right to terminate the contract as above and make alternate arrangements for carrying out the work at the Consultant 's risk and cost, and forfeit the security deposit without prejudice to FACT's further right to claim compensation from the Consultant for loss if any incurred by FACT as a result of his failure to fulfill the obligations.
- 4.4 Without terminating this contract, FACT will also have the option of engaging some other Consultant to carry out the work at the risk and cost of the contractor, in the event of failure to meet the Company's requirements and any additional expenditure incurred by the Company will be recovered from the security deposit, bills or any amount due or in any other manner.
- 4.5 FACT may direct the Consultant to replace any of its staff whose services are not found satisfactory.
- 4.6 FACT reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:
 - (a) If the Consultant is adjudicated insolvent by a Competent Court or files for insolvency or if the Consultant being a Company is ordered to be wound up by a Court of Competent Jurisdiction.
 - (b) If any charge sheet is filed by a competent authority of the Government against the Consultant or if the Consultant is convicted by a criminal court on grounds of moral turpitude.
 - (c) The Consultant is involved in wrongful billing. Wrongful billing shall result in the Consultant being debarred from participating in any other tender of FACT.
 - (d) The decision of FACT in terminating the contract will be final and binding on the Consultant.

- (e) It is clearly understood by the Consultant that if a charge sheet is filed by any competent authority of the Government against the Consultant, the Consultant is obliged to notify FACT within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for services provided after the date of the filing of the charge sheet, without prejudice to such other recourses as available as per law.
- (f) If there is a change in the name of the Consultant's firm /company etc. arising out of:
 - (i) merging with some other company or
 - (ii) collaboration with some other company or
 - (iii) for any other reason
 or, if any changes take place in the constitution of the Consultant/ Firm/Agency, FACT should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and FACT may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be liable to be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein.

5. FORFEITURE OF EARNEST MONEY DEPOSIT(EMD):

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

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

6. DISQUALIFICATION

The quotation is liable to be disqualified if:

- (a) Not submitted in accordance with terms and conditions of the Tender Form.
- (b) Not accompanied by Earnest Money Deposit.
- (c) If the Bidder increases the quoted prices during validity of the quotation period or its extended period, if any.
- (d) The Bidder qualifies the Tender with his own conditions.
- (e) Received in incomplete form including rate schedule.
- (f) Received after due date and time.
- (g) Information submitted in Annexures is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (h) The Consultant qualifies the letter of acceptance of the contract with his conditions.
- (i) Multiple tenders being submitted by one Bidder or if common interests are found in two or more Bidder, both the Bidders are liable to be disqualified.
- (j) While processing the tender documents, if it comes to the knowledge of FACT that some of the Bidders have formed a cartel resulting in delay/holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for further period.

7. PAYMENT TERMS

- (h) The Consultant shall submit bills in duplicate, complete in all respects. The payment shall be made within 30 (Thirty) days from the date of receipt of bills complete in all respects subject to certification of satisfactory completion of work at each of the above stages.
- (i) The Consultant shall note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

8. EXIT CLAUSE

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

9. SECURITY DEPOSIT

- i. Security Deposit for 5% of contract value has to be deposited by the successful bidder within 15 days of issue of Letter of Intent and before commencement of job, by DD or through a Bank Guarantee of any Nationalized Bank/Scheduled Bank acceptable to FACT, in the format prescribed by FACT. The Bank Guarantee should be valid till expiry of the contract with a further claim period of 6 months. The demand draft should be drawn in favour of "The Fertilisers And Chemicals Travancore Ltd." payable at Udyogamandal.
 - ii. In case of termination of the contract for any reason attributable to the Consultant, the Security Deposit shall stand forfeited, either wholly or partly and the Consultant shall have no claim whatsoever against FACT in consequence of such termination of the contract.
 - iii. In the event the Consultant gives up the work before expiry of the contract or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
 - iv. No interest shall be payable on the Security Deposit.
 - v. FACT shall also be entitled to make recoveries from the Consultant's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement and penalties if imposed.
 - vi. The Security Deposit paid by the Consultant shall be subject to necessary deductions, if any, and will be returned after three months on successful completion of the contract.
10. In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of FACT shall be final and binding.
11. The Consultant shall abide by and comply with all local, national as well as international laws in connection with services under the subject contract. FACT shall not be responsible for breach of law, if any, by the Consultant.
12. 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.
13. 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.

14. EMPLOYMENT OF WORKERS

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

UNDERTAKING

We undertake that (Name of the Consulting Firm), if selected, will not enter into consortium or subcontract the tender work in full or partial to any other agency.

Signature with Date :

Name & Designation :

Firm's Seal :

Tender No : dated

Offer No. & Date :

UNDERTAKING

To:

The Senior Manager (IE)
FACT Ltd

Dear Sir,

Having examined the Tender No. _____ dated _____ we, the undersigned, hereby confirm that we have read, understood and accepted all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender conditions.

Dated this _____ day of _____

Place:

Signature of authorized signatory

Name: _____

Designation: _____

Seal:

Tender No : _____ dated _____

Offer No. & Date: