

CORPORATE MATERIALS	PREPARATION AND SUPPLY OF TEA TO EMPLOYEES IN ADMINISTRATIVE OFFICES AT FACT UDYOGAMANDAL AND COCHIN DIVISION FOR A PERIOD OF TWO YEARS.	MM/180/G31045
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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

(A Government of India Enterprise)

NOTICE INVITING e-TENDER

- 1.0** Bids [Two Part system] are invited from experienced and financially sound contractors meeting the qualifications specified below for undertaking the **work of Preparation and Supply of Tea to Employees in Administrative offices at FACT Udyogamandal and Cochin Division for a period of two years** through <https://gem.gov.in> portal, as per details furnished in the tender document enclosed with this enquiry.

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


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


2.0 General Information

Enquiry No.	MM/180/G31045
Name of Work/ Description/ quantity	Preparation and Supply of Tea to Employees in Administrative offices at FACT Udyogamandal and Cochin Division for a period of two years as per details furnished in the tender document enclosed with this enquiry.
Contract Period	Two Years from the date of commencement of work as stipulated in the work order.
Mode of Tendering	TWO PART 1. Pre-Qualification cum Techno-Commercial Bid 2. Price Bid/Financial Bid
Due date & time for Submission of bids	As per GeM Bid Document
Date & Time for opening of Part A of the Bid.	As per GeM Bid Document
EMD	Rs. 1,00,000/- and shall be submitted as detailed in clause 7.0 of Instruction to Bidders.
Security Deposit	5% of the total contract value
Contact for tender details	1) Mrs. Geethanjali, Tel: +91 484 256 8629, e-mail: geethanjali@factltd.com 2) Mr. Deepak V S, Tel: +91 484 256 8345 e-mail: deepakvs@factltd.com

3.0 TENDER DOCUMENTS (e-TENDER)

Visit our website www.fact.co.in or <https://gem.gov.in> for tender documents. Bid submission shall be in electronic form through <https://gem.gov.in> only.

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<p>4.0 <u>EVALUATION OF BIDS:</u></p> <p>4.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.</p> <p>4.2 Bidders shall quote a Lump Sum rate for the work for 2 years (inclusive of GST) in the Financial Bid on the GeM Portal and indicate the rate per unit in the Price Breakup Format, which shall be uploaded along with the financial bid.</p> <p>4.3 Evaluation of price bids and determination of the lowest bidder (L1) shall be based on Total value wise evaluation.</p> <p>4.4 In case more than one bidder become L1 for the work, based on the evaluation method as above, L1 bidder will be identified using the 'Run L1 Selection' feature in GeM wherein the system would randomly identify a L1 seller. It works on pseudorandom number generator algorithms which is the system generator based on linear congruential algorithm. The system selected L1 bidder is required to confirm within 72 hours whether he is willing to execute the contract. If he says "No" or does not reply, system will enable Re-Run L1. This process will continue till the system selected L1 bidder confirms the willingness for execution of contract.</p> <p>4.5 In case of Multiple L1 and all are Non MSE bidders and L2 bidder is MSE, then Run L1 option will not be provided to Non MSE L1 Bidders. Price Match option will be provided to the next lowest MSE Bidders within the L1+15% band. Post denial of the Price Match request by all the MSE Bidders in L1+15% band, Run L1 option shall be provided to all the Non MSE L1 Bidders.</p> <p>4.6 A single Work Order shall be issued for all the items of work under schedule of work.</p> <p>5.0 <u>GENERAL</u></p> <p>5.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.</p> <p>5.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified.</p> <p>5.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.</p>		
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- 5.4 For any clarification on this enquiry please contact Sr. Manager (Materials) T&S, [Phone No 0484-2568345] or AMD (Materials)-T&S [Ph: 0484-2568629], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.
- 5.5 Any information on site familiarization/nature of work, if required by the bidders, can be had from the Officer (Welfare)UC (Tel:0484-2567237) (for line items 1 to 8) and by Officer (Welfare) CD (for line item 9) (Tel:0484-2723244).

For The Fertilisers and Chemicals Travancore Limited

SR MANAGER (MATERIALS)-T&S


List of Enclosures of this NIT is as follows:


Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	8
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	3
4	Annexure IV	Special Terms & Conditions	9
5	Annexure V	Standard Terms & Conditions	6
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Unpriced copy of Price bid format	1
8	Annexure VIII	Price bid format (BoQ)	1
9	Annexure IX	Proforma of Agreement	1
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Annexure I**INSTRUCTIONS TO BIDDERS (OPEN E-PROCUREMENT)**

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders, Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor Data Declaration Form, check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://gem.gov.in>. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website, if not done already.
- 3.2 The documents, if any, **which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline.** However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :
- The Sr. Manager (Materials)T&S, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala
- 4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**
- 5.0 Bid documents shall consist of Pre-qualification-cum-Techno Commercial Bid and Price Bid as detailed below:

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<p>5.1 <u>Part-A: (Pre-qualification-cum-Techno Commercial Bid) shall contain:</u></p> <ol style="list-style-type: none"> 1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof. 2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above. 3. Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions. 4. Scanned copy of Signed & duly filled Vendor Data Declaration Form' 5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list. 6. Scanned copy of Signed & duly filled 'Compliance Statement' 7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-Priced Bid. 8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above. <p>5.2 <u>Part-B (Financial Bid): Financial Bid shall comprise of the filled Price bid. Total Lump Sum amount (including GST) shall be quoted. Price break-up for each item of work (Rs. /Unit of work item) shall be indicated in the format specified for price break-up and shall be uploaded along with the financial bid.</u></p> <p>5.3 The price breakup shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected.</p> <p>5.4 Fill-in all the relevant fields of the price break up format either in value or as a percentage as specified in the price breakup format. Blank field, if any, in the uploaded price breakup format shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.</p> <p>5.5 Bidders shall indicate the item wise prices in the price breakup format only and nowhere else. No other documents shall be enclosed with price breakup format.</p> <p>5.6 Rates shall be indicated in the same unit of measure given in the price breakup format and shall be considered accordingly.</p> <p>5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.</p> <p>5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.</p> <p>5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.</p> <p>6.0 BID OPENING:</p> <p>6.1 Technical bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.</p>		
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6.2 Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

7.0 EARNEST MONEY DEPOSIT:

7.1 **Earnest Money Deposit (EMD)** –shall be remitted online, for the respective amount indicated in the NIT, through 'State Bank Collect' portal using the link given below.

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance)

The link is also available on our website www.fact.co.in →Tenders →'Click Here to Pay EMD/Security Deposit'.

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through 'State Bank Collect' portal. The payment receipt generated thereon shall be uploaded/ submitted along with with Part-A bid.

7.2 EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.


Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.
Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank: State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala.

Bids without EMD or inadequate amount of EMD will be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

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

7.4 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

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8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is non-divisible.

9.0 DEVIATIONS:


- 9.1 Deviations in the tender clauses shall not be accepted.
- 9.2 FACT reserves the right to reject the offers with deviations without further correspondence.
- 9.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.


10.0 CONFORMITY:

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

11.0 Rates:

- 11.1 Bidder shall quote his lowest rate for the work strictly as per the price breakup format. Bids not complying with the above are liable to be rejected.
- 11.2 Bidder shall quote all-inclusive rate for the work. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender/WO. 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

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<p>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. In the case of Purchase /Work Orders, payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B. In case the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.</p> <p>11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.</p> <p>12.0 SECURITY DEPOSIT:</p> <p>12.1 Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to five percent (5%) of the total contract value through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.</p> <p>12.2 Link for payment of SECURITY DEPOSIT through 'State Bank Collect' is given below.</p> <p>https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance</p> <p>The link is also available on of our website www.fact.co.in→Tenders →'Click Here to Pay EMD/Security Deposit'</p> <p>The bidder/vendor shall precisely indicate their Name, Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.</p> <p>12.3 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.</p>		
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13.0 PURCHASER'S RIGHT:

FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders. FACT reserves the right to negotiate with the lowest bidder.

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence on the date specified in the Letter of Intent/Work Order. The successful Bidder shall be required to execute an Agreement with FACT, within 15 days of the receipt by him of the Work order issued by FACT for carrying out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs.200/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

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

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

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


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


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

The supplier/contractor shall do the following:

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

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

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<p>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</p> <p>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.</p> <p>16.0 GENERAL:</p> <p>16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.</p> <p>16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.</p> <p>16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.</p> <p>16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre-Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.</p> <p>16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre-Qualification criteria) for Start-ups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.</p> <p>16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Sr. Manager(Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal - 683 501, Tel: 0484-2568345; Email:deepakvs@factltd.com.</p> <p>16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.</p> <p>16.8 Work order shall be issued by Sr. Manager(Materials)-T&S.</p>		
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17.0 TENDER UPDATES:

Bidders are requested to visit GEM Portal (<https://gem.gov.in>) regularly for any updates/corrigendum on the tender, including extension of due date, if any. No other mode of communication shall be made in this regard.

18.0 FRAUD PREVENTION POLICY:

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

Sr. MANAGER (MATERIALS)-T&S

Annexure II**PRE QUALIFICATION CRITERIA**

The bidder should meet all of the following prequalification criteria for the above work

- 1 Bidder should have experience in conducting Hotel / Restaurant/ Industrial Canteen / Catering Services/ Tea Supply through contracts in large establishments for a period of at least one year during the preceding five years as on the date of tender. Bidder shall enclose along with pre-qualification bid, any of the following documents towards proof of experience.
 - (a) Copy of work order or service contract issued in the name of the bidder by the organisation / client served.
 - (b) Performance/Completion certificate issued in the name of the bidder by the organisation/client served certifying successful execution of the catering service for at least one year.
 - (c) Certificate in support of clause 1 from Secretary/President/Chairman/ Authorised Official of the local Government bodies if the bidder is running Industrial Canteen/Catering services of his own for a period of one year or more.
2. The bidder shall enclose along with pre-qualification bid any of the following documents towards proof of financial soundness:
 - (a) Copy of Latest Income Tax return.
 - (b) Copy of Latest audited Balance Sheet and Profit & loss Account.
 - (c) Credit Worthiness Certificate (**original**) from Bank Manager for a minimum amount of Rs. **3,00,000/-**. Credit Worthiness Certificate shall be dated after the date of enquiry.

Bidders not fulfilling 1 & 2 above will not be considered.

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

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

Annexure III**Vendor Data Form**

[Use additional sheets, if space is insufficient]

1. Name of the Bidder:

2. Address

Phone No.

3. Name, address and designation of the Key
person with whom company may correspond:

Name:

Address:

Designation:

Mobile No:

4. Addresses/phone Nos of :

i) Registered office/ :
Head Office

Phone No.

ii) Address of Cochin Office :

Phone No.


Name of Contact person:

Mobile No:

5. Name of the person authorised to :
sign the Bid and related documents6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)7. Constitution of the Bidder : Proprietorship/Regd.Partnership/
(Strike out which is not applicable) Limited Company

(Copy of the Partnership Deed or Memorandum of Association or Articles of Association as the case may be, together with power of Attorney, if any, granted in anybody's favour to act as the authorized signatory or otherwise, to be submitted to FACT).

8. Category:

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a. Whether the entrepreneur comes under the following status (please tick)

Micro/Small/Medium

(NOTE: In case of Micro/Small pl. enclose Udyam certificate; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012)

b. In case bidder is an Entrepreneur whether he/she belongs to SC/ST category

9. Whether paid EMD /Exempted:

Details of EMD:

For payment through '**State Bank Collect**' Portal: Details of Payment Receipt / Challan (in original)

10. Have you ever been blacklisted by any Government Department, Public Sector, Quasi Government Undertaking. YES/NO

11. Mobilization time required for commencement of work from date of our work order/letter of Intent (LOI).days

12. **Certificate of registration with ESI/PF (Upload copy of the same).**

13. In case the bidder becomes a successful contractor, payment as per terms and conditions of work order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's authorisation letter.

1	Income Tax PAN No. (upload copy of PAN Card)	
2	GST reg No (upload the copy of GST registration certificate)	
3	Name of the Bank	
4	Address of the Bank Branch	
5	City and State	
6	IFSC Code of the Bank Branch	
7	Name of the Bank Branch	
8	Bank Account No.	
9	Account holders' Name	
10	Vendor email address	

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Transport Services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



DECLARATION

I/We declare that the information given above is true to the best of my/our knowledge.

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders, Special Terms and Conditions & Standard Terms and Conditions of the enquiry and confirm our acceptance to the same. We also agree to furnish any further data/documents required by FACT as and when asked for.

Name of Bidder:

Signature of the Bidder:

Place:

Date:

Office seal

Annexure IV**Special Terms and Conditions of Contract****1.0 DEFINITIONS:**

- A. FACT - Shall mean The Fertilisers and Chemicals Travancore Limited.
- B. Contractor - Shall mean the person/company/firm with whom FACT has entered in to the contract for subject work.

2.0 Scope of Work:

Preparation and supply of Tea to employees, guest etc. at various points as given in clause 2 (b) of the Terms and Conditions. Procurement of milk, tea dust, sugar, LPG and other necessary items shall be the scope of the supplier. Black tea should be provided as per the requirement. Space for preparing tea, washing and storing provisions/ingredients, water and electricity for lighting will be provided free of cost. Contractor shall bring new cups and saucers and the same shall be replaced with new ones as and when required.

Tea will be served at work spots to officers and other employees at their seats/tables. Tea/Tea without sugar should be served at work spots to officers and other employees at their seats/tables. Tea should be served to the meetings arranged in the divisions and also to visitors/company guests who come for official discussions. Snacks supplied by the Company shall also be served along with the tea, in the meetings as per request.


- a) The contractor /his representative shall be present in the work spot provided by FACT for routine co-ordination with the authorized officers of UC/CD Welfare departments for instructions regarding execution of work.

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b) **Quantity required:** The average daily requirements of tea are given below:

S.No.	Division/Dept.	Cups per day (In Nos.)	Qty. for 2 years in Nos.	Place of Tea Preparation	Tea serving point
1	Udyogamandal Complex	130	78780	HO	UC SCT Building
2	FEDO(Including HR Dept, Legal and R&D)	260	157560	FEDO	FEDO Complex and R&D
3	Petro UC (Admin. building only)	180	109080	FEDO	Petro UC (Admin. Building)
4	HO(Depts in HO Building)	350	276000	HO	Ground Floor & First Floor
5	MHO(EEC Building)				EEC Building
6	FEW Building (OHC, Caprolactam Mktg, PR.. etc.				FEW Building
7	PF & Govt Audit, Pay Roll				PF Building, Pay Roll.
8	Corporate Office	190	115140	Corporate Office	Corporate Office
9	Cochin Division, Ambalamedu	105	72000	CD Admn. Building	CD Admn Building
	Total	1215	808560		

*including meetings.

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c. Time of supply (Monday to Friday)


1	Udyogamandal Complex (SCT Building)	9:00 AM to 10:00 AM & 2:00 PM to 3:00 PM
2	FEDO (Including HR Dept, Legal and R&D)	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
3	Petro UC (Admin. building only)	9:00 AM to 10:00 AM & 2:00 PM to 3:00 PM
4	HO (Depts in HO Building)	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
5	MHO(EEC Building)	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
6	FEW Building (OHC, Caprolactam Mktg, PR.. etc	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
7	PF & Govt Audit, Pay Roll	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
8	Corporate Office	10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM
9	Cochin Division, Ambalamedu	9:00 AM to 10:00 AM & 2:00 PM to 3:00 PM


Time of Supply on Saturdays


1	Udyogamandal Complex (SCT Building), OHC, Petro-UC (Admin Building only), Cochin Division	9:00 AM to 10:00 AM & 2:00 PM to 3:00 PM
2	FEDO, R&D, Marketing	10:00 AM to 11:00 AM No Supply is required in the afternoon
3	HR & Legal, Finance, PF, Govt. Audit, Payroll, PR, Offices in Head Office building, Corporate Office	No Tea supply is required on Second & Fourth Saturdays. 10:00 AM to 11:00 AM & 2:30 PM to 3:30 PM (All other Saturdays)


d. Tea should be available and served during entire office hours in these buildings as per requirements.


3.0 Average daily requirement shown above is only indicative. The company reserves the right to regulate/modify the daily requirement as per need. The contractor shall liaise with UC&CD welfare departments regarding day-to-day requirement.


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<p>Actual requirement will be intimated by Officer (Welfare)UC and Officer(Welfare)CD sufficiently early. If there happens to be any substantial variation in daily quantity required, the same shall be informed to the contractor sufficiently in advance.</p> <p>4.0 Period of Contract: The contract period shall be for two years from date of commencement of work as per LOI/Work Order.</p> <p>5.0 Tea shall be supplied to employees in the forenoon and afternoon at defined hours as above on all the five days of the week. On Saturdays, tea is required to be supplied in the forenoon in FEDO, R&D & Marketing. In addition to the above, tea/snacks shall be supplied for guests/meetings on short notice. Supply of tea shall be made beyond 4:00 PM up to 6:00 PM as and when required at no extra cost.</p> <p>The tea shall be supplied in ceramic cups and the Contractor has to arrange and maintain sufficient number of ceramic cups for the supply of tea.</p> <p>Tea is not required to be supplied in Materials, Finance, HR, Legal, Head Office and Corporate Office on the Second and Fourth Saturdays of every month. On all other Saturdays, tea shall be supplied in the said departments both in the forenoon and afternoon as is being done in normal working days</p> <p>In the case of Corporate Office (Sl.No. 8), supply of tea/snacks for meetings held beyond office hours (9.00 AM to 6:00 PM) is to be provided as and when required at no extra cost. On Holidays and Sundays, tea supply is not required at any of these points, unless informed in advance.</p> <p>6.0 Rates:</p> <p>6.1 The rate is inclusive of all the costs towards statutory levies and payments, all establishment costs, labour registration, wages towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers etc., but excluding GST payable by FACT. The rates shall be firm during the period of contract except for revision based on revision in the price of milk as detailed at cl.6.2 of Special Terms and Conditions and no other revision shall be applicable.</p> <p>6.2 TEA – For increase in cost of milk.</p> <p>For making tea, the major ingredient is milk. Therefore a minimum increase/decrease of Re.1/- from the base rate (Rate at the time of awarding Work Order would be compensated/reduced at the rate of Re.0.066/- per cup of tea. Details worked out below:</p> <p>No. of cups of tea per litre - 15 (standard) Minimum increase in cost/litre of of milk - Re.1/- Compensation : Re.1/15cups(ie. One divided by fifteen) = Re.0.066</p> <p>For any increase/decrease above Re.1/litre, compensation/reduction would be</p>		
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<p>worked out as above. The cost per litre of MILMA SMART BRAND DOUBLE TONED MILK shall be the basis of revision. The impact of price variation of other ingredients like tea dust, sugar, fuel and wages shall not be considered for rate revision.</p> <p>7.0 <u>Security Deposit.</u></p> <p>Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to five percent (5%) of the total contract value as detailed in clause 2 of the Standard Terms and Conditions.</p> <p>8.0 <u>Agreement:</u></p> <p>The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Judicial Stamp paper of value of Rs 500-in the form of prescribed by FACT and shall bear all expense s and incidental there to.</p> <p>9.0 <u>Contract Administration:</u> In Sl. Nos. 1-8, the contract shall be administered by the Officer(W)/UC or his authorized representative and at FACT-CD (Sl.No. 9), the contract shall be administered by Officer(W)/CD. The Contractor or his authorised representative shall call on / report to the above officers on daily basis to receive instructions regarding the no. of workers to be deployed every day and arrange to work accordingly. General Manager (HR) shall be the over-all authority for all the activities related to this contract and his decision shall be final and binding.</p> <p>10.0 <u>Liability of the Contractor:</u></p> <p>10.1 Before commencing the work, the Contractor shall submit all the details of labourers/ working crew and vehicles/equipments deployed for the work to the authorised officer at each Divisions of FACT.</p> <p>10.2 Quality of material: The Contractor shall use only TAZAA / Three Roses / Kannan Devan / AVT/Red Label. Any other equivalent quality tea dust shall be used only after obtaining specific approval in writing from the Contract Administrator. Contractor shall use only Milma Doubled Toned Milk. The volume of Tea to be served shall be 150 ml/ cup. The milk content shall be not less than 60 ml/tea.</p> <p>10.3 Manpower: The contractor shall engage sufficient number of staff considering all the locations specified. The staff would be expected to be neatly dressed, courteous and shall provide service in a manner pleasing to all. The Contractor shall ensure proper conduct and behaviour of the staff engaged by them while on duty. If not satisfied, FACT has the right to ask the Contractor to change the staff and they are bound by FACT decision.</p> <p>10.4 The Contractor must ensure availability of required number of staff under all circumstances. Days of Bandh/ Hartal/ Strike are not exempted in the Work Order. The workers engaged at each Division should be available at the spot throughout the day and in the closing hours irrespective of the scheduled supply timing</p>		
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<p>mentioned at 2(c) above and even beyond the same, up to 6 PM, if required.</p> <p>10.5 The contractor shall engage one supervisor for supervision of the activities and he shall be available in the Office provided by FACT for routine co-ordination with the authorized officer of FACT for instructions regarding execution of work.</p> <p>10.6 It is the responsibility of the Contractor to keep the place of work clean and tidy. All utensils / cups & saucers used for serving tea shall be washed with soap solution and rinsed with hot water daily. Since the Company is an ISO 14001 certified one, the contractor shall strictly follow the instructions of the Company in this regard.</p> <p>10.7 FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.</p> <p>10.8 In case, the contractor fails to carry out the works satisfactorily as per the contract, FACT may give 24 hours notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. In default of compliance of said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means/other agencies and all losses, damages or extra expenditure incurred in this connection, if any, shall be to the contractor's account.</p> <p>10.9 If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfil his obligations in the execution of the work to company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements.</p> <p>10.10 The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.</p> <p>10.11 Insurance coverage of the Contractor's vehicles/equipments and crew deployed for the job shall be arranged by him at his own responsibility and cost.</p> <p>10.12 The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the labourers / equipments / machinery deployed by the contractor for the work.</p> <p>10.13 No claim for extra payment on account of incidental expenses such as Kettukooli, Attikooli, Marikooli etc., incurred by the contractor shall be entertained by FACT. FACT shall not make any payment to the contractor other than the rate as per the</p>		
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<p>work order.</p> <p>10.14 Strike etc., by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.</p> <p>11.0 Penalty for Non-Performance:</p> <p>11.1 Contractor shall deploy adequate number of workers/labourers on each day of work, as required for carrying out the work as per the contract and based on instructions from Officer (Welfare)-UC/ Officer(Welfare)-CD or their authorised representative.</p> <p>11.2 If the contractor fails to do the work on any day, FACT will make alternative arrangements for the work, without notice to the contractor, and all the cost incurred on such arrangements shall be recovered from the contractor without prejudice to FACT's other rights under the contract.</p> <p>11.3 The contractor will ensure requisite quality in the tea he supplies. In the event of the quality not being satisfactory, the contract is terminable with a notice of 30 days. Poor quality of tea will attract penalty and no payment will be made for the corresponding quantity. The contractor will not be entitled to any compensation on account of the termination of the contract and the security deposit will be forfeited.</p> <p>12.0 Measurement of Consumption:</p> <p>The daily actual strength of the concerned departments will be the basis of payment as far as employees are concerned. The tea requirement for meetings and guests will be certified by the concerned department in the register to be maintained by the supplier. The strength of Apprentices and Project trainees will be provided by Training Centre.</p> <p>13.0 Settlement of Bills:</p> <p>13.1 Payment will be based on the consumption arrived at as per clause 12 above. The bills for supply of tea shall be settled on a monthly basis based on certification of the bills by the Officer(Welfare) concerned. Consumption of tea in each location shall be certified by the user departments concerned. In respect of production divisions, the same shall be certified by the Officer(Welfare) of the division. In the case of other divisions and for meetings/guests in UC and CD certification shall be done by the Administration department of the concerned division. The bill from each division certified by the competent officer shall be forwarded to Officer(Welfare) of the division in UC or CD as the case may be.</p> <p>13.2 Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order.</p> <p>13.3 Payments as per terms & conditions of Work Order will be credited to the bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorisation letter.</p>		
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<p>a) Bank Name</p> <p>b) Branch Name</p> <p>c) MICR Code</p> <p>d) IFSC Code</p> <p>e) Account type</p> <p>f) Account No.</p> <p>13.4 Statutory Deductions - Statutory deductions towards Income Tax, ESI, Provident Fund etc., shall be made from the contractor's bills, as applicable.</p> <p>13.5 The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order. The contractor shall submit ESI/PF clearance certificate along with the bill for effecting payment.</p> <p>14.0 GST: The rate for each item of work shall be inclusive of all the costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers etc., but excluding GST payable by FACT.</p> <p>15.0 The contractor shall obtain required licence under the Food Safety and Standards Act 2006, and shall produce proof towards submission of application for the same within two weeks of commencement of the contract.</p> <p>16.0 Other Conditions:</p> <p>16.1 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, not mentally unsound, not women in advanced stage of pregnancy or not old persons beyond 65 years of age etc.</p> <p>16.2 Lady workers shall not be engaged after 6:00 PM.</p> <p>16.3 The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts as per clause 9 of Standard Terms and Conditions.</p> <p>16.4 The Contractor shall obtain photo identity badges (passes) approved and issued by CISF FACT-UC / CD Units for himself, his workers and representatives for entry inside the premises of FACT and where handling/transportation/loading/ unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which an amount as fixed by the FACT shall be payable for every pass thus not surrendered.</p> <p>16.5 All materials taken out shall be regulated through material passes issued by an</p>		
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authorised officer at Welfare Depts. of FACT Udyogamandal Complex & Cochin Division.

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

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our Standard Terms and Conditions of Contract. In case of any contradiction between Special Terms and Conditions of Contract and Standard Terms and Conditions of Contract, Special Terms and Conditions of Contract will prevail. In case of any contradiction between Special Terms and Conditions of Contract and Service Level Agreement and Packages in GeM, the Special Terms and Conditions of Contract shall prevail.

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Annexure V

Standard Terms and Conditions of Contract

00. CONTENTS :

01. GENERAL:
02. SECURITY DEPOSIT:
03. RATES:
04. PAYMENT:
05. QUANTITY:
06. CONTINUITY OF WORK:
07. RESPONSIBILITY FOR MATERIAL:
08. SECURITY & SAFETY REGULATIONS:
09. STATUTORY OBLIGATIONS:
10. CONTRACTOR's WORKMEN:
11. DEFAULT:
12. TERMINATION:
13. FORCE MAJEURE:
14. ASSIGNMENT:
15. APPLICABLE LAW & SETTLEMENT OF BILLS:
16. ENVIRONMENT MANAGEMENT SYSTEM:
17. FRAUD PREVENTION POLICY OF FACT:
18. ENTIRETY OF CONTRACT:

01. GENERAL:


"FACT" shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Ambalamedu.

"Contractor" shall mean the firm/company/individual, who has been awarded the work order (Contract) against their bid in response to the enquiry issued by FACT.

The Contractor shall return to FACT the duplicate copy of the work order with terms and conditions duly acknowledged and signed in confirmation of having accepted the order as per terms and conditions mentioned.

The Contractor shall execute within 15days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.

The contract once awarded will not imply that the Contractor has exclusive right for the particular job.

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The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

FACT shall not in any way be responsible to the Contractor for payment of compensation for hold up of work, if any, due to any situation beyond the control of FACT.

02. SECURITY DEPOSIT :

Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

Link for payment of SECURITY DEPOSIT through '**State Bank Collect**' is given below.

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance)

The link is also available on of our website www.fact.co.in →Tenders →'Click Here to Pay EMD/Security Deposit'

The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.

The EMD (if applicable) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. Such EMD shall be returned only on remittance of requisite Security Deposit. The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

The violation of any of the terms and conditions of Contract by the Contractor shall be liable to forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.


03. RATES:

The rates shall be inclusive of all incidental and other charges excluding GST which may have to be incurred by the Contractor in execution of the work as per this contract. The rates shall be firm for the period of contract.

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

04. PAYMENT :

Payment shall be effected, on presentation of the bills to the Chief Manager(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2)

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statutory levies such as Income Tax, TDS on GST etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05. QUANTITY :

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity to be transported. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity. The Contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.

06. CONTINUITY OF WORK :

The contract shall not mean continuity of work for the Contractor. The Contractor shall contact the authorised representatives of FACT for obtaining instructions. The instructions given over telephone have also to be complied with.

07. RESPONSIBILITY FOR MATERIAL:

The Contractor shall be responsible for the material entrusted to him and shall compensate FACT for any shortage or damage while the goods are in his custody.


08. SECURITY & SAFETY REGULATIONS :


The Contractor shall strictly observe the Security and Safety Regulations of FACT. Any loss or damage incurred by FACT, on account of the neglect or failure of the Contractor or the Contractor's employees, representatives including the crew of the vehicles/tankers to observe the security and safety regulations shall be to the Contractor's account.

Smoking and carrying smoking material (including matches) inside FACT premises is prohibited due to safety reasons and the Contractor shall ensure that his employees, representatives and crew comply with this.

Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any other contractor/s due to the negligence of the Contractor, his employees, his representatives and crew shall be to the account of the Contractor and FACT shall be indemnified and compensated in all such respects by the Contractor.

All precautions in transporting and handling whether stipulated or not shall be adhered to by the Contractor. The Contractor shall exercise care, diligence and promptness in the work and adhere to transport Rules and regulations, statutory obligations and all other Rules and Laws that have a bearing on the work. Any damages/shortages/penalties or any action legal or otherwise arising out of the Contractor's delay or failure or negligence or breach of statutory obligations shall be to the Contractor's account. If any loss/expenditure arising from the breach thereof is not met satisfactorily by the Contractor, FACT reserves the right to withhold payment of bills/Security Deposit and discharge the obligations of the Contractor without prejudice to FACT claiming from the Contractor full value of damages/compensation. The account rendered by FACT in this connection shall be treated as final.

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<p>The vehicles/tankers, if any, employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.</p> <p>Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.</p> <p>The vehicles shall be equipped with all the necessary safety appliances/equipment for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988 and rules thereto.</p> <p>09. <u>STATUTORY OBLIGATIONS</u></p> <p>The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular Indian Factories Act, Workmen's Compensations Act, Contract Labour (regulations and abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract.</p> <p>The Contractor shall obtain at his cost all permits, license and other authorisation, as required for his work, from Govt. authorities. The Contractor shall maintain proper records & registers as required by the concerned statutes and submit them to FACT as and when required.</p> <p>Proper records of payment of wages to workers/labourers/crew etc. engaged in the work shall be maintained by the Contractor and produced for inspection when required by FACT.</p> <p>The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.</p> <p>The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non- compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.</p> <p>Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.</p>		
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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.

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

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

In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer such expenditure/loss shall be realised from the Contractor.

10. CONTRACTOR'S WORKMEN

FACT shall have no dealing with the Contractor's workmen or their Union. FACT reserves the right to debar any of the contractor's employees/workmen/crew from entering FACT premises for whatever reason FACT deems fit.

11. DEFAULT:

In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.


12. TERMINATION :

If any work entrusted with other contractors by FACT is obstructed by, interfered with or caused to be interfered with by the Contractor, his employees, his representatives or crew, the contract shall be terminated without notice and the remaining work for the unexpired portion of the contract arranged by FACT through others at the Contractor's risk and cost.

The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract.

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than

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three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

14. ASSIGNMENT :

The Contractor shall not assign, transfer or sub-let this work order without the prior written approval of FACT.

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

This contract shall be subject to and shall in all respects be governed by Indian law.

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM :


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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

All of the terms agreed to between the Contractor and FACT are included in the Work Order and no other communication, written, oral, or implied shall be considered to be included in the Work Order or form part of the Work Order, unless specifically agreed to in writing by FACT.

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Annexure VI**COMPLIANCE STATEMENT**

We state that our bid is in full compliance with the documents issued against the tender for Preparation and Supply of Tea to Employees in Administrative offices at FACT Udyogamandal and Cochin Division for a period of two years and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

CORPORATE MATERIALS	PREPARATION AND SUPPLY OF TEA TO EMPLOYEES IN ADMINISTRATIVE OFFICES AT FACT UDYOGAMANDAL AND COCHIN DIVISION FOR A PERIOD OF TWO YEARS.	MM/180/G31045
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Annexure VII

UN PRICED COPY OF PRICE BID

Note: This document shall be uploaded along with the 'technical bid' only.

Sub: Preparation and Supply of tea to employees in administrative offices at FACT Udyogamandal and Cochin Division for a period of two years.

(Important: Please do not indicate rates in this format. Only indicate "Quoted", under each blank column without fail).

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Location for Supply of Tea (150 ml)	UOM	Estimated Quantity [Q]	Rate in Rs/Unit excluding GST [R] Indicate "Quoted"	Amount in Rs. excluding GST [Q] × [R] Indicate "Quoted"	GST % Indicate "Quoted"	Lump-sum Amount including GST (Rs) Indicate "Quoted"
1	CD Administrative Building	NO	72,000				
2	PD Administrative Building	NO	109,080				
3	FEDO, HR, Legal, R&D	NO	157,560				
4	HO (Ground & 1 st floors), EEC Building, South Kerala Regional Office, FEW Building, PF Building, Payroll	NO	276,000				
5	SCT Building	NO	78,780				
6	Corporate Office	NO	115,140				
TOTAL			8,08,560	*LUMPSUM AMOUNT FOR 2 YEARS			

*** This total lump-sum amount for 2 years including GST shall be the quoted final value in financial bid.**

NOTE:

The rate inclusive of GST (for bidders with GST registration), must be entered or specified wherever applicable in the Financial Bid on the GeM Portal. In the event of any discrepancies between the Price breakup format and the Financial Bid on the GeM Portal, the rates provided in the Financial Bid on the GeM Portal will be considered final.

As Input Tax Credit (ITC) is not applicable for bidders without GST registration, those bidders shall apply a GST rate of 0% when offering prices, including GST, in the financial bid on the GeM portal. This means that the rate including GST and excluding GST will be the same for such bidders.

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


Name of the Bidder

Signature of the Bidder

Place:

Date:

Seal

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Annexure VIII

PRICE BREAKUP FORMAT **(To be submitted with Part-B Bid)**

Note: This document shall be uploaded along with the 'financial bid' only.

Sub: Preparation and Supply of tea to employees in administrative offices at FACT Udyogamandal and Cochin Division for a period of two years.

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Location for Supply of Tea (150 ml)	UOM	Estimated Quantity [Q]	Rate in Rs/Unit excluding GST [R]	Amount in Rs. excluding GST [Q] × [R]	GST %	Lump-sum Amount including GST (Rs)
1	CD Administrative Building	NO	72,000				
2	PD Administrative Building	NO	109,080				
3	FEDO, HR, Legal, R&D	NO	157,560				
4	HO (Ground & 1 st floors), EEC Building, South Kerala Regional Office, FEW Building, PF Building, Payroll	NO	276,000				
5	SCT Building	NO	78,780				
6	Corporate Office	NO	115,140				
TOTAL			8,08,560	*LUMPSUM AMOUNT FOR 2 YEARS			

* This total lump-sum amount for 2 years including GST shall be the quoted final value in financial bid.

NOTE:

The rate inclusive of GST (for bidders with GST registration), must be entered or specified wherever applicable in the Financial Bid on the GeM Portal. In the event of any discrepancies between the Price breakup format and the Financial Bid on the GeM Portal, the rates provided in the Financial Bid on the GeM Portal will be considered final.

As Input Tax Credit (ITC) is not applicable for bidders without GST registration, those bidders shall apply a GST rate of 0% when offering prices, including GST, in the financial bid on the GeM portal. This means that the rate including GST and excluding GST will be the same for such bidders.

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


Name of the Bidder

Signature of the Bidder

Place:

Date:

Seal

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Annexure IX

AGREEMENT

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

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

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

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

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

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

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

For


In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company

- 1.
- 2.

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SAFETY REGULATIONS

For

CONTRACT WORKS

FACT/UC/F&S/SRFC; Rev 0
30-July -2022

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1. GENERAL

All contractors shall comply with OWNER's Safety and Security Regulations set forth herein. These regulations are applicable for performing any work in FACT Udyogamandal Complex and any facilities belonging to FACT- UC

Contractor shall be bound by all the Safety provisions as per Indian Standards Institution, The Petroleum Act 1934, The Factories Act 1948, The Kerala Factories Rules 1957, The Gas Cylinder Rules 2016, The Indian Electricity Act and such other Acts, Rules and Regulations formulated by Local, State or Central Governments and other statutory bodies from time to time.

In addition to statutory rules and regulations applicable, Safety Practices to be followed in FACT Udyogamandal Complex are being described in this document for strict observance. The CONTRACTOR shall be held responsible for all lapses of these rules by his sub-contractors/employees.

2. SAFETY TRAINING

All Contractors, Contract supervisors, Contract labours and Drivers/ Helpers of Hazardous goods transportation vehicles shall undergo Fire and Safety Induction Training before the issuance of gate passes by the CISF.

The contractor shall submit a duly filled training request form (Annexure I) to the safety department. The training date will be informed by the safety Dept. All contract employees shall appear for refreshment training after the due date.

3. CLOTHING

All contract employees are forbidden to wear loose dresses like dhotis, saree, neckties scarfs and loose shawls inside the factory premises

4. MEDICAL FITNESS

The contractor shall employ only medically fit personnel for any work and the medical fitness certificate from a registered medical practitioner shall be submitted to the concerned Officer-in-Charge and Security department while taking an entry pass

The contractor shall submit the fitness certificate from a registered medical practitioner for the workers who are involved in working at a height of more than 30 metres using temporary structures and confined spaces. (Annexure-2 Pre-placement medical examination record)

5. INTOXICATING DRINKS & DRUGS AND SMOKING

- a. The Contractor shall ensure that all personnel working for him comply with the “No-Smoking” requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools, torches or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the factory premises
- b. The Contractor shall not allow any workmen who are under the influence of alcohol/drugs or any other intoxicating substances to carry out any work at FACT UC.
- c. The violators of above rules shall be sent of the premises immediately with temporary barring from entering the premises for two weeks.

6. MOTOR VEHICLE MOVEMENT

The contractor shall ensure that all traffic regulations and Motor Vehicle Rules are complied while driving inside the factory premises. In addition following rules shall also be followed. All vehicles shall carry only the number of passengers authorised to travel as per rules.

- a. Speed limit
The speed limit for all vehicles inside the factory premises is 20 km/h.
- b. Parking
All vehicles of contractors shall be parked in such a way that it doesn't create hindrance to the movement of fire tender and other vehicles. No vehicle shall be parked in front of fire station, hydrants and monitors etc. Vehicles shall be parked only in designated parking area and shall not be parked in plant premises.
- c. Safe Load
Vehicle shall carry only the load it is authorized to carry as per rules. Goods carried shall be properly secured so that they will not accidentally fall off /spill while vehicle is in motion. Goods shall not protrude beyond the platform of the vehicles carrying the goods, if protruding a red flag / red light (at night) shall be provided at the tail end of the protruded object.
- d. Passengers in Vehicles
No person shall be allowed to travel by sitting / standing / lying on the goods. Tractors/ Forklift etc. shall not be used for transporting personnel.
- e. Spark Arrestor
All vehicles shall be fitted with spark arrestor before entering the company premises.

7. RESTRICTION OF MOBILE PHONES

Use of non-intrinsic safe mobile phone and other wearable items like smart watch, ear phones etc is strictly prohibited in company premises. Contractor has to take clearance from CISF and safety department in case of using intrinsically safe mobile phones.

8. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Helmet, safety shoes, required PPEs and proper dress codes are mandatory to enter company premises, all contract workers shall wear YELLOW coloured safety helmets.

Contractor shall provide his workers PPEs required to carry out the work free of cost. PPEs shall be conforming to the relevant Indian standard.

In addition to the above requirement, any PPE which is required for safe execution of the job as per recommendations from Engineer-in-charge or Safety officers or any authorised person of that area shall also be used/ supplied by contractor to his workers. All PPEs used by contract workers shall be inspected periodically for any damages and replaced by contractor if found damaged.

Apart from respiratory apparatus (BA set & Canister Mask), if the contractor utilises any other PPEs issued by the safety Dept, FACT UC, Contractor will have to pay charges as per laid down procedure. In case of damages or loss of any materials / equipment provided by FACT on loan/returnable basis, same shall be recovered from the contractor's bill at the rate decided by FACT.

9. HOUSEKEEPING

The contractor should ensure proper housekeeping of worksite. All the scrap materials to be removed to scrap yard regularly. Materials and equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passages and approach to fire fighting equipment such as fire hydrants, fire hoses and fire extinguishers or areas where emergency safety showers, electrical switch panels, manual call points and switch rooms are located.

10. WORK PERMIT SYSTEM

All works carried out in the company premises must be covered by a valid work permit issued by an authorised / competent person of the area. Presently permit system available are Cold work Permit, Hot work Permit, Work at higher elevation Permit/ Height Work Permit, Confined space work Permit, Excavation work Permit, Radiography work Permit, Electrical energizing/ de-energizing Permit.

All the Seven types of Work Permits are currently in electronic format and print out of the same will be issued upon approval, the print out shall be kept at site by contract supervisor and shall be shown to the safety officer for verification.

Note: For radiography work permit the contractor shall submit details of source along with decay certificate at Safety department and get prior approval of the Senior Manager (F&S). Before commencement of the work contract supervisor shall submit the serial number in the torch and decay chart for verification by the shift safety officer. The contractor shall be responsible for the safe storage and handling of any radiographic sources.

If there is any road cutting, the contractor shall submit a copy of the permit to safety department by stating the location of road cutting and get clearance.

11. WORKING AT HEIGHT

a. Scaffolding

Construction of Scaffolding shall be as per IS: 3696, scaffold clamp shall be used for scaffold erection. Use of any other material, such as coir, binding wire and plastic rope for scaffold erection shall not be permitted. Using materials such as bamboo, wooden poles, wooden platforms etc. for scaffolding is strictly prohibited

b. Ladder

Ladder used shall be of standard material like wooden/steel and be sufficiently strong conforming to IS: 3696 (Part 2). Ladder shall be secured at both end with ladder clamp, Ladder shall be in good condition.

c. Personal protective equipment's

Good quality full body harness with double lanyard conforming to relevant Indian standard shall be used for height works. If the anchoring point for safety harness is not available, provision of lifeline is mandatory. If the lifeline is a wire rope then the diameter shall be more than 8 mm and in case of Polyvinyl or polyamide lifeline, the diameter of the rope shall be more than 16 mm.

d. Isolation of the working area

While carrying out work at height, the area under the work shall be barricaded and proper sign board written as "HEIGHT WORK IS IN PROGRESS" shall be displayed to prevent unwanted access of other personnel.

12. CONFINED SPACES

a. Confined Space Entry Permit

Confined space entry permit shall be obtained from the area-in-charge prior to commencement of the jobs such as entry in to process vessels, storage tanks, reactors, sumps, ducts and excavations beyond 1.2 meters of depth etc. Contractor

shall maintain a register of personnel entering the confined space. The same shall be displayed at the entrance.

- b. Personal protective equipment: PPEs advised by Safety department to be used while commencing work at confined space.
- c. Only 24 volt DC electrical equipment shall be permitted to use inside confined spaces.
- d. Additional precautions advised by Safety department are applicable to commence work inside confined space considering the hazardous nature of the confined space.

13. EXCAVATION

All safety precautions as per IS: 3764 shall be followed while carrying out excavation. Contractor shall obtain clearance from Electrical, Instrumentation, Civil and Process departments before starting the work. He/she shall also ensure that the excavation does not damage any existing underground cables, pipelines, foundation of adjoining buildings or structures etc. Wherever possible excavation shall not be close and deep as to undermine safety of any adjoining building or structure.

When excavation work is to be undertaken, the contractor shall start digging manually to locate the buried utilities (water line, cables etc.) and thereafter use mechanical means. Cables scanning using instruments will be required in areas around high voltage cables.

The contractor shall maintain sufficient angle of repose during excavation, shall also provide battering and shoring wherever required to prevent collapse of edge of excavation.

The contractor shall arrange protective fencing / hard barricading with warning signal around excavated pits, trenches. Soil heaps shall keep at least 1.5M away from the edge or distance equal to the depth of pit (whichever is more).

14. COMPRESSED GAS CYLINDERS

Compressed gas cylinders shall be kept (both full & empty) in upright position and shall only be handled in trolley only.

Gas cylinders shall not be left at site after completing the work; it shall be shifted to the designated areas provided in plants before leaving the site. Compressed gas cylinders must never be stored or placed near hot equipment or lines. They must be protected against direct sunlight, high temperatures and contact with electrical circuits.

Storage and handling of gas cylinders shall be as per the regulations of gas cylinder rules 2016.

15. GAS CUTTING EQUIPMENT

Gas cutting equipment shall confirm to relevant Indian standard, approved flash back arrestors are to be provided on both cylinder and torch side. Contract supervisor shall ensure that all the parts of gas cutting equipment such as pressure gauges, regulator, hose and torch shall be in good working condition before starting the work. Contract supervisor shall conduct regular inspection of the unit for any damage.

Hoses used for oxygen gas and fuel gas shall be of two different colours. Two stage regulators with two gauges are mandatory. Oxygen gas and other gas hoses should be without any joint. If joint becomes essential, only approved connector with jubilee clips to be used. Hoses should not be wound over the cylinders.

Contractor has to ensure the availability of suitable fire extinguisher with each Welding and gas cutting set.

Equipments shall not be left at site after works; it shall be kept at designated locations of the plant or in contractor's workshop/store.

16. CONTRACTORS EQUIPMENTS AND MACHINERY

All the tools and tackles, lifting machines and gas cylinders shall get certified by a competent person and a copy of test certificates shall be submitted and got approved from Safety department. The tools and tackles, lifting machines, gas cylinders and other equipment's shall be inspected by the contract supervisor on a daily basis before the use. Contractor Name, Equipment Identification No. shall be printed on all the equipment. Equipment's safety systems shall not be tampered or bypassed.

Maintaining shed inside factory for storing tools and tackles, permission from competent authority shall be obtained. Permission will be against the work orders only. Contractors shall submit a declaration about the items stored inside their shed. The store shall be subjected to inspection of Safety and Maintenance dept with the presence of Contractors. If anyone is not allowing to inspect shed, the same shall be break opened in the presence of CISF after giving notice to contractor. If any contractor is not having any contracts inside FACT UC for 2 years from the date of completion of last contract, he/she shall vacate the shed.

Under no condition shall any CONTRACTOR'S personnel tamper with or use any property belonging to the FACT- UC without obtaining prior sanction from the Engineer in charge/ authorized person of area concerned.

17. USE OF OWNER'S EQUIPMENT

Owner's equipment must not be handled or tampered with by contractor's employees. Owner may grant permission to contractor to operate his equipment, if conditions so

require. Contractor shall not use Owner's equipment and tools without obtaining permission from Owner's representative.

18. USING LIFTING TOOLS/ TACKLES / MACHINERIES

The crane, lifting tackles, slings, D shackles, etc. used for the work at site shall comply with the statutory requirement and shall accompany with valid test certificates duly approved by statutory authority. Copy of the test certificate shall be submitted to the Engineer-in-Charge before commencement of site work. Safe work load and copy of the test certificate shall be displayed on the crane. Load chart shall be always available inside the crane. The cranes and all types of vehicles shall be fitted with reverse horns. Contractor shall not bypass safety switches/fittings such as hoist limit switch, boom limit switch, safe load indicator etc.

The operator/driver of crane / hydra shall possess HMV driving license and valid licence from statutory authority to operate crane/hydra.

19. ELECTRICAL SAFETY

- a. Safety precautions stipulated in IS 5216 and CEA regulations 2010 shall be adhered to while carrying out electrical works.
- b. In no circumstances the contractor shall be permitted to interfere with fuses and electrical equipment's belonging to the owner or other contractors.
- c. Earth Leakage Circuit Breaker (ELCB)/Residual Current Circuit Breaker (RCCB) of suitable rating shall be provided in the Electrical Distribution board of contractor's installation as per statutory requirement. The ELCB shall be checked once in a month for short term/shut down jobs.
- d. All distribution boards and plug tops shall of industrial type only. Domestic type power boards, double adapters, 3 pin plug adapters and homemade power boards shall not be used.
- e. All hand lamps shall be of 24 volts rating connected using 3 core double insulated flexible cables. The third core shall be used for earthing the hand lamp.
- f. All Electrical DBs and switchboards shall be standard industrial type, identifiable with Contractor's name displayed on it and cleared by Electrical dept.
- g. Flexible cables for portable lamps, tools, and apparatus shall be regularly examined, tested periodically and maintained to ensure safety and protected against mechanical damages.
- h. Unless certified as double-insulated, electrical tools must have the casing grounded.
- i. For getting electrical connections to the Contractor's equipments he shall give a written request to Electrical Shift in charge and satisfy him that the equipment is in good condition. And shall inform the in charge about maximum current rating, voltage and phase of the appliance. Permission for power connection will not be

granted until Owner/Engineer -in-charge is satisfied that the appliance is in good working condition and proper earthing connection provided.

- j. Only authorized persons shall carry out operation and maintenance of electrical systems.
- k. Work permit and isolation of the electrical system before taking up the work must be ensured.
- l. Do not overload electrical equipment. Do not fit make shift fuse wire.
- m. All electrical equipments like wires, switch board etc. shall be protected against rains or leaking water lines etc. in wet condition switches shall not be operated until it is dried up properly. Switches, starters shall be placed well above ground level.
- n. All welding jobs shall be properly earthed in work spot. Do not use structural earth.
- o. After the completion of work, please inform electrical dept. for power disconnection.
- p. All welding sets shall be double earthed with suitable capacity cables.
- q. The contractor shall bring power distribution boards, cables of sufficient length, power tools and other electrical equipments of adequate rating and capacity for the successful completion of work.
- r. All temporary connections to distribution boards, welding sets, power tools, etc. shall be given from industrial type sockets available at different locations in plant area. The contractor shall bring industrial type plugs of suitable rating for availing temporary connections.
- s. No work must be carried out on any live equipment. The equipment must be made safe and a work permit issued by Technician in Charge shall be taken before any work is carried out.
- t. Electrical tools shall be checked to ensure that the supplied voltage is comparable to the machine's design. Where required, electrical tools shall be properly earthed. High speed rotating equipment's such as grinders shall be fitted with protective guards. Power tools shall never be left operating unattended. Spark arrestors shall be fitted to all equipment exhausts where a risk of combustible gases in the atmosphere exists.
- u. Contractor shall ensure the following General safety precautions in electricity:
 - Proper protective equipment's shall be used.
 - Check for defective cables, loose joints in conduits, damaged fuse boxes, loose pins, faulty sockets, and defective earth wire.
 - Use right type of tools for the jobs.
 - After maintenance of flameproof fittings, ensure that the fittings meet requirements of flameproof standards.
 - Power supply cable shall be laid normally underground from source to the work place whether permanent or temporary.

- Jointing of cable shall always be made using proper junction box and flameproof junction box when in hazardous areas even in case of temporary connections.
- All equipments LT or HT which are likely to cause hazard shall be turned off and segregated. All base terminals etc, shall be insulated. Rubber mats shall be used for LT/HT switch room, where applicable.
- Proper earthing shall be provided for all electrical items and effectiveness of earthing shall be checked from time to time.
- Electrical items shall be handled after isolation and care shall be taken to identify and replace damaged electrical items. Guard wire shall be provided for A/G HT wires.
- Ensure all fuses are of good quality and conform to correct ratings. Use MCB's as far as possible.
- Electrical maintenance workmen working around a wet area near a fuse box must use wooden platform with rubber mat, insulated tools and rubber boots.
- The contractor shall bring adequately rated switch board / junction box, fitted with ELCB and other safety devices for getting temporary electrical connections to portable tools, lighting supply etc.
- No electric cable in use by other Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.
- All equipments shall be properly earthed, and cables properly insulated and connected.

20. FIRE SAFETY

The contractor shall take all necessary precautions to prevent outbreak of fires at the site. Handling and storage of flammable materials shall be as per the regulation of the company.

Permission must be obtained from concerned authority prior to CONTRACTOR'S personnel drawing water from the owner's fire water network. After the requirement of water is over, it shall be COMMUNICATED to the Fire station.

For storing flammable / explosive materials permission from safety department shall be obtained and storage shall be in compliance with all applicable rules.

All hot work sites shall have suitable type and number of fire extinguishers. If needed, fire extinguishers will be provided from fire station-petro against the work order upon request of the contractor.

21. EMERGENCIES

On hearing the emergency Siren or reporting any emergency (Fire, Acid spillage, oil spillage, gas leak, etc.) contractor's personnel shall safely stop their works and

proceed to the nearest assembly point. Before recommencement of the work, they should obtain clearance of Engineer in charge/ authorized person of the area.

Before commencement of any work contractor's personals shall identify following;

- i. Assembly point close to the location of the work.
- ii. Location of MCPs (Manual Call Points), Safety Showers & pond, Fire extinguisher and ambulance point number close to the area of work.

22. UNSAFE ACTS / CONDITIONS

No contract workers shall carryout unsafe acts or disregard of normal safe working practices. Any unsafe acts / conditions pointed out by any FACT employees or from Fire and Safety Department shall be immediately corrected.

The Safety Department is empowered to suspend any activity of the Contractor or his workmen and send them out if they fail to follow safe system of work with information to concerned Department Head.

Any contract personnel involved in violation of safety norms will be charged with fine as indicated in the Financial Deterrent norms of FACT.

23. REPORT ON ACCIDENTS /INCIDENT/ NEAR MISSES

- a. All accidents/ incidents shall be reported to Safety department through concerned engineer-in-charge / shift-in-charge immediately after occurrence.
- b. Medical treatment for injured Contractor's personnel will be entirely the responsibility of the Contractor. However, if required, emergency first aid treatment will be given at OHC.
- c. If any injured contract personnel fails to report back on duty in 48 hours after incident, status of the injured personnel and the date of return to duty shall be informed to Engineer-in-Charge and Safety Department.
- d. The contractor's personnel shall also report all near miss incidents at the work site to and Safety department through the near miss reporting boxes.
- e. All Accidents/ Incidents/ First Aid cases shall be reported to Safety department in prescribed format (accident report) though engineer in charge within 24 hrs.

24. QUALIFICATION AND EXPERIENCE OF MANPOWER TO BE EMPLOYED

- a. If a contractor is employing less than 30 employees, he shall designate one dedicated supervisor as a safety steward. For every 30 persons or more, contractor shall appoint one qualified safety steward (Diploma in industrial safety or equivalent qualification such as NEBOSH etc). In addition to above contractor shall also appoint one safety officer for every 100 workers. Safety officer shall have Diploma in Industrial Safety or any equivalent qualification from Government Recognized Institute and minimum 2 years of relevant industry experience. In

both the cases, the contractor must specify in writing the name of such persons to the engineer in-charge.

- b. Contractors shall deploy only experienced and qualified supervisors and workmen, who are well conversant with the Safety Regulations of FACT-UC.
- c. Also supervisors shall have sufficient knowledge of English language to understand Work permit system, work instructions, drawings and they should be able to assimilate the safety training inputs provided by FACT-UC Safety Officers.
- d. Past experience must be for same type of job for which the supervisors would be engaged.
- e. Contractor's skilled workmen like riggers, scaffolders, welders, fitters, crane operators, other specialized equipment operators like hydro-jetting, shot blasting, use of jacks, diamond cutting etc must have sufficient past experience and skills on relevant jobs.
- f. All workmen shall be capable of following instructions and training.

25. PERSONAL CONDUCT

The following activities / behaviours on the part of Contractor's personnel are strictly forbidden:

- a. Entering the factory premises while in possession of any type of weapons.
- b. Fooling on the work, mock fighting or fighting within the factory premises.
- c. Gambling within the factory premises
- d. Contractor's personnel shall not pick up quarrel or get into arguments with FACT employees/consultants'/ other contractor's personnel/ any other persons.
- e. Contractor's employees shall furnish / submit their security pass to Safety department whenever asked to do so, and failing which it will be considered as violation of safety regulations.

26. SPECIAL SAFETY CONDITIONS

1. Contractor shall maintain a register to record name of the persons engaged at a particular site on a daily basis.
2. Contractor supervisors and workers shall always carry their entry passes with them and it has to be produced on demand.
3. Contract personnel shall not use Plant areas, Pump houses, cable cellar rooms, substations, etc. for changing clothes, taking food, resting, etc.
4. The contractor shall notify FACT UC of his intention to bring on site any equipment or container holding liquid or gaseous fuel or other substances, which might create a hazard. The Owner will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.
5. No workers/ contractors shall take rest or have food from plant premises. Sleeping and sitting below equipments/machines or in plant premises are not allowed.
6. Safety Department have the right to seize equipments, tools or PPEs used by contractors inside FACT which are non-standards or unsafe to use.

7. In addition to the Safety Regulations for Contract works, contractor shall follow all instruction of Safety department.

27. FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS

All contractors working in FACT Udyogamandal Complex have to strictly follow safety and security regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Apart from financial deterrence, serious violations shall result in temporary or permanent de-listing and barring of the contractor. Penalty amount for violation / non adherence of various safety norms is given below.

CODE	Violation	Penalty Amount
SV-01	Working without proper Authorization / Permit	Rs.1000/- per case & holiday listing of 3 years if repeated.
SV-02	Violation of any of the conditions specified in the permit	Rs.500/- per permit
SV-03	Failure to keep work permit/ site reference copy at site.	Rs.500/- per case
SV-04	Working at height without safety belt./ Arrangement as required	Rs 1000/- per person per case.
SV-05	Not wearing Mandatory PPEs or wearing defective PPEs	Rs.500/- per person per case.
SV-06	Not following dress code inside Factory premises.	Rs. 200/- per person per case.
SV-07	Non-use of ELCB or use of faulty ELCB , using poor joints of cable, using naked wire without top plug into the socket , laying wire/cables on the roads, carrying out electrical jobs by incompetent person/Any unsafe activity on electrical equipment	Rs 1000/- per each case.
SV-08	Over speeding of vehicles, rash driving, wrong side parking, wrong side driving, not wearing seat belt or any other road safety violation.	Rs.500/- per case
SV-09	Unauthorized parking of contractor's vehicles/cranes inside the factory. Parking vehicles/cranes beyond the allotted time/date without parking permission after the completion of work.	Rs.500/- per case/day
SV-10	Non usage of trolley, flash back arrestor in gas cutting equipment or using damaged	Rs.500/- per item per case

CODE	Violation	Penalty Amount
	hoses for gas cutting	
SV-11	Unauthorised Use of Mobile phones inside the company.	Rs.1000/- per each case
SV-12	Carrying or use of prohibited material like match box, cigarette, tobacco, lighter and other ignitable materials	Rs.1000/- per each case
SV-13	Leaving gas cylinders unattended in site after completing work	Rs.200/- per day/item/person
SV-14	Use of non-certified lifting tools and tackles	Rs.100/- per day/item/person
SV-15	Failure to report accidents / incidents	Rs.300/- per day/item/person
SV-16	Intoxication / smoking inside company	Rs.1000/- per day/item/person Along with temporary barring of person from entering company for two weeks
SV-17	Any other serious violation of safety and security norms.	Rs.1000/- per day/item/person
SV-18	Accidents inside factory premises with damages to property*	

**The compensation for the damages caused will be decided by company and amount will be deducted from the bill*

First violation - warning
Second Violation - fine
Third Violation - barring of the personal

Notes:

The above penalties will be applicable for all the contracts jobs carried out inside the factory and covered by FACT HSE norms / work permit system.

Person will be sent out from the company premises in case of violations more than 3 times.

In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.

Implementation of above financial penalties for violation of HSE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.

Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of HSE norms by contractors even though financial penalty is not applied for such violation

Sample of Financial Deterrent Acknowledgment Form is attached as *Annexure III*

Fine amounts of safety violations will be deducted from the bills of contractors.

Signature :

Name of Contractor :

ANNEXURE -I
TRAINING REQUEST FORM

Name of Contractor

W O No:Details of work.....

Sl No	Details	Stamp size photo	Remarks
1.	Name: _____ Date of Birth: _____ Aadhar No: _____ ESI / Insurance No: _____ Emergency Contact No: _____ <input type="checkbox"/> Contractor <input type="checkbox"/> Supervisor <input type="checkbox"/> Worker		
2.	Name: _____ Date of Birth: _____ Aadhar No: _____ ESI / Insurance No: _____ Emergency Contact No: _____ <input type="checkbox"/> Contractor <input type="checkbox"/> Supervisor <input type="checkbox"/> Worker		
3.	Name: _____ Date of Birth: _____ Aadhar No: _____ ESI / Insurance No: _____ Emergency Contact No: _____ <input type="checkbox"/> Contractor <input type="checkbox"/> Supervisor <input type="checkbox"/> Worker		
4.	Name: _____ Date of Birth: _____ Aadhar No: _____ ESI / Insurance No: _____ Emergency Contact No: _____ <input type="checkbox"/> Contractor <input type="checkbox"/> Supervisor <input type="checkbox"/> Worker		

One stamp size photo shall be submitted in safety department with name written on back side for the purpose of training card. Safety Training will be on Saturdays except on national holydays. Form Shall be submitted in safety department 3 days prior to training day.

Signature & Seal of Contractor

Signature & Seal of Safety Officer

ANNEXURE -II
PRE-PLACEMENT MEDICAL EXAMINATION RECORD

Date:

Name :	D.O.B :
Sex : M / F	Reg. No. :
Post :	Dept. :

I. GENERAL EXAMINATION

1.Height :	2. Blood Group :
3. Weight :	4. BMI
5. Chest :	6. Past History of :
a) Normal :	a) HTN :
b) Expansion :	b) Asthma :
	c) Others :
	d) Present Symptoms :
7. Skin :	
8. Lymph Nodes :	9. Habits :
	a) Alcohol
	b) Smoking
	c) Others
9. Thyroid :	
10. Eyes :	Family History
a) Acuity of vision :	
b) Colour vision :	
c) Titmus Vision Testing :	
11. Ear, Nose, Throat	
12. Oral Cavity Teeth	

II. SYSTEMIC EXAMINATION

1.CVS	Pulse :	B.P : -Hearts Sounds Murmur
2. RS -	Lung – <u>For work at confined spaces</u> :Pulmonary Function Test	
3. AS -	Liver - Spleen Hernia	
4.CNS – <u>For work at height</u> Romberg's test : Straight line walking test : Tandem walking test :		
5.Genito – Urinary SystemExternal Genitalia		
6. Locomotor System..... ImpairmentDeformities		

III INVESTIGATION

1. Routine :	2. Special
a)Urine :	a) X-Ray Chest
b)Blood :	
3. Investigations :	
ECG :	Blood Bio-Chemistry:
4. Conclusion	
Examining Medical Officer	

ANNEXURE -III

 The Fertilizers and Chemicals Travancore Ltd.
 Udyogamandal Complex

Financial Deterrent Acknowledgment Form

Date: .../...../..... Time: Location:

Name:

Training Card No:

Contractor:

WO No:

Violation:

.....

.....

.....

.....

.....

Amount:

SIGNATURE OF SAFETY OFFICER

ROUTING: SM (F&S) / CONCERNED DEPT. DGM / DGM (FIN)