

FACT

PROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS WORKS AT FACT CD STORES FOR A PERIOD OF TWO YEARS

MM/182/E23836
DTD. 12.08.2021**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED**
CORPORATE MATERIALS, PD ADMINISTRATIVE BUILDING

UDYOGAMANDAL, COCHIN, KERALA – 683 501

Tel: (0484) – 256 8629 / 256 8260 / 254 5196 / 256 8273

E-mail: julian@factltd.com; deepu.cn@factltd.comWebsite: <http://www.fact.co.in>**NOTICE INVITING e-TENDER**


- 1.0** Bids [two cover system] are invited from financially sound and experienced contractors meeting the qualifications specified below for providing Labour assistance for handling and other miscellaneous works at FACT CD Stores for a period of **two years**, as per details furnished in the tender documents enclosed with this enquiry.

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

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

2.0 General Information

Enquiry No.	MM/182/E23836 DTD. 12.08.2021
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	27.08.2021/ 3.00 P.M.
Date & Time for opening of Part A of the Bid.	30.08.2021 / 10.30 A.M.
Contract Period	Two years
Name of Work/ Description/ quantity	Providing Labour assistance for Handling and other miscellaneous works at FACT CD Stores for a period of two years
EMD	Bid Security Declaration in lieu of EMD
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230,

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email:ajinoanandh@gmail.com
 2) Mr. Deepu C N, Tel: +91 484 256 8273,
 e-mail: deepu.cn@factltd.com
 3) Mr.Julian.R, Tel: +91 484 256 8629,
 e-mail: julian@factltd.com

3.0 TENDER DOCUMENTS (e-TENDER)

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

4.0 PRE QUALIFICATION CRITERIA:

Please refer Annexure-II

5.0 SCOPE OF WORK:

Please refer Special Terms and Conditions (Annexure-IV)

6.0 EVALUATION OF BIDS:


1. Evaluation of bids and determination of L1 bidder shall be based on the pre-qualification criteria and other requirements stipulated in the enquiry and the lowest rate quoted, against the item for the corresponding quantity indicated in the price bid, among the acceptable bids.
2. A single rate is invited for Providing Labour assistance for Handling and other miscellaneous work at FACT CD Stores for a period of **two years** .
3. Bidders shall quote rate for per Manday(MDY) as per the Price Bid Format (Annexure-VII) for the item. Bids not complying with the above will not be considered.
4. In case more than one bidder becomes L1, based on the evaluation method as above contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. In this connection, pl. also refer clause 8.0 of Instructions to bidders.

7.0 SPLITTING OF WORK:

Not Applicable

8.0 GENERAL

- 8.1 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

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applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

- 8.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 8.3 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 binding on the bidders.


Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Asst. GENERAL MANAGER (MATERIALS)-T&S

List of Enclosures of this NIT is as follows:


Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (Open e-Tender)	8
2	Annexure II	Pre-Qualification criteria	1
3	Annexure III	Vendor data updation (declaration) form	5
4	Annexure IV	Special Terms & Conditions	7
5	Annexure V	Standard Terms & Conditions of Contract	5
6	Annexure VI	Unpriced copy of Price bid format	1
7	Annexure VII	Price bid format (BoQ)	1
8	Annexure VIII	Format for Bid Security Declaration in lieu of EMD	1
9	Annexure IX	Proforma of Bank Guarantee for Security Deposit	3
10	Annexure X	Proforma of Agreement	2

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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the

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following on or before the due date :

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

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


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

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

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

5.2 Part-B: shall comprise of the filled Price bid. The filled price bid ie. BoQ attached to the tender shall be uploaded after filling all relevant details such as name and address of the bidder, rates etc. as applicable.

- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents

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or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.

- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.


6.0 BID OPENING:

- 6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

7.0 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

- 7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.
- 7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

7.3

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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. Declaration of Udyam Registration Numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation 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.

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11.0 Rates:

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

The Un-priced bid shall be submitted along with Part-A bid duly signed by the Bidder, indicating “QUOTED” in the columns. Rates shall not be indicated in Un-priced Bid.

11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable, will be payable extra by FACT as per statutory notification.

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT’s other right to claim damages.


12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the Contractor.

13.0 PURCHASER’S RIGHT:

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

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14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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


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

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

16.0 GENERAL:

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.

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.

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.


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.

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

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@factltd.com

16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.

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17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-TS

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DTD. 12.08.2021**ANNEXURE-II****PRE-QUALIFICATION CRITERIA**

1.0 Pre-Qualification Criteria to be met by the Bidders:

1.1 Bidder should be a Handling contractor who has experience in manually handling 500MT of material with Central/State Public Sector undertakings or private limited companies during any one (1) year in the last 5 years as on date of Tender. Bidder shall enclose copies of the Work order supported by Performance and Experience certificate specifying the quantity handled with reference to the work order issued by the contractee with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry. For this purpose, the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts., which do their work mainly through public contracts, shall be considered for acceptance.

1.2 Bidder shall furnish a solvency certificate (original or copy duly attested by a Notary) for a minimum of Rs. 1,70,000 from a Nationalised/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.


1.3 Must have a representative in Cochin / nearby areas with communication facility and sufficient authority to co-ordinate day-to-day activities with FACT at Cochin division. Bidders not fulfilling 1.1 to 1.3 above will not be considered.

Note for Micro & Small Enterprises and Startups:

In case of Micro and Small enterprises/startups minimum contract value against PQ 1.1 above shall be relaxed to 250 MT. However no relaxation shall be provided against PQ criteria 1.2 & 1.3 above.

Note:


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


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DTD. 12.08.2021**Annexure-III****VENDOR DATA UPDATION (DECLARATION) FORM**

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give the full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification.

Sl. No.	Description	To be filled in by vendor
1	Name of the bidder/firm	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	

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17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company/ Hindu Undivided Family/ Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors	
21	CATEGORY:	
a	Whether the entrepreneur comes under the given status (please tick and attach document) In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam registration Number on CPP Portal ; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.	Micro/ Small/ Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	
22.0 <u>FINANCIAL WORTHINESS</u>		
Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings		
Working Capital that can be mobilised for two months operation of the contract with supporting details.		Rs..... lakhs
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23.0 Details of credit / limits facilities enjoyed :

(Certificate from Bank regarding working capital mobilisation to be enclosed)

Sl. No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.	Amount of credit limit sanctioned Rs.

23.1 Details of Profit & Loss Account and balance sheet

(Please enclose copies for the preceding three financial years (duly audited))

24. Bidders experience in any of the previous five years as on the date of opening of Part-A Bid shall be furnished as per the format below (Attach Certificates from Organisation served):


Name of the Organisation	Description of work with Work Order No. & Date	Year 1	Year 2	Year 3	Year 4	Year 5

25. Credentials to be submitted for meeting Pre-qualification criteria.

- (i) Work order with quantity
- (ii) Experience certificate and performance certificate with value of work completed, issued by the Organisation.
- (iii) Solvency certificate for a minimum of Rs. 170,000 from a Nationalised/Scheduled Bank, issued not earlier than the date of enquiry

26. **Pan No:**

(Attach Photocopy of Pan Card)

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27. Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT :..... Days.

28 OTHER DETAILS:


1	Have you ever been blacklisted by Government Department, Public Sector, Quasi Government, Undertaking	
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29. Please furnish the following details along with your Banker's Authorisation letter:

1	Income Tax PAN No.	
2	GST Registration No.	
3	Name of the Bank with address	
4	Name of the Branch with address	
5	MICR Code	
6	IFSC Code	
7	Account Type	
8	Bank Account No.	
9	Account holder's Name	
10	Vendor email address	

30. Following documents shall be enclosed along with Part-A of Bid

1. Proof of constitution of firm.
2. Copy of "Permanent Account Number" (PAN) Card.
3. Copy of GST registration.
4. Copy of latest Income tax return / Audited Balance Sheet and P&L account for last 3 financial years/ Solvency certificate for a minimum of Rs. 170,000 from a Nationalised / Scheduled Bank, issued not earlier than the date of enquiry
5. Copy of Registration certificate with Labour Dept/ PF / ESIC.
6. Experience Certificate, work order copies & performance Certificate from Clients.

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DTD. 12.08.2021**DECLARATION**

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render us liable for disqualification. I/We also declare that all statutory requirements and obligations required for employing labourers for the work as per this enquiry shall be met by me/us in case award of work. Necessary registration from Labour/PF/ESI Departments, as applicable, will be arranged prior to commencement of work.


Date:

Name of Bidder:

Place

Signature of Bidder:

(Seal)

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ANNEXURE-IV**SPECIAL TERMS AND CONDITIONS OF CONTRACT****Definitions:**

1.1 'FACT' shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal and Ambalamedu and FACT Engineering Works, Palluruthi, Marketing offices spread across South India & FACT Engineering & Design Organisation, Udyogamandal (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).

1.2 'Contractor' shall mean the individual / firm / company, who has been awarded the Work Order (Contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

2.0 Scope of work:

This contract for FACT- Cochin Division, Stores Department requires assistance of able bodied unskilled male workers up to minimum 07 numbers or according to the demand from the Stores #CD whenever necessary for works detailed below.

2.1 Unloading, Loading & Handling etc Handling of materials , including Manual Unloading Loading, de-stacking, restacking of materials such as, packing materials, machinery spares, waste oil, heavy packages, AC materials, scrap items & other miscellaneous items like Rock Wool, bricks, valves, wire ropes, cables, rasching rings, honey combs, saddles and sorting, bagging, tagging, and stacking them as required.

2.2 Unloading & Stacking of Cement bags, including Paper bags and HDPE bags at FACT CD Stores.

2.3 Unloading & Stacking of steel Plates, pipes, structural steel etc at FACT CD, with/without Forklift/Crane. 2.4 Unloading Lime sludge, lime shell, lime stone from tippers/trucks


2.5 Unloading of Lime, shell/ stone, supplied in gunny bags from lorries/wagons and stacking at FACT CD premises.

2.6 Unloading/ Loading and stacking of filled gas cylinders received at FACT CD Stores.

2.7 Loading of empty gas cylinders into trucks of supplier/ FACT.

2.8 Unloading / Loading/ stacking of chemicals/lubricants in drums/cans/bags.

2.9 Unloading /Loading/unloading of wash basins, closets, furniture etc.

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2.10 For all the above works able bodied male workers with sound health and physically fit to carry out the work are required.

2.11 The above works to be executed either independently or along with available daily rated workers at FACT # CD Stores Dept., as the case may be.

2.12 Contractor shall be responsible for works entrusted to him and he shall arrange to execute the works properly by his workers.

3.0 **Period of contract:** The period of contract will be 2 years from the date of commencement.

4.0 **Timing of work:** A day means 8 hrs, commencing from 8:00 AM ending at 4:00 PM. Contractors/ their representatives should report at 8:00 AM at our Stores Department to receive instructions before proceeding for the day's job.

5.0 **Quantity:** Estimated quantity of work shall be as per schedule attached to the work order. The quantity may vary either way and FACT in no way shall be responsible for any loss or nominal loss of work to the contractor.

5.1 One day's advance notice shall be given wherever possible for supply of additional labour like for unloading of Cement, Steel and Lime.

5.2 During the period of contract, FACT reserves the right to arrange the works shown in the scope of work 2.0 and its sub-clauses above, by using their own facilities (or) by other contractors without any intimation to the contractor.


5.3 Based on requirement, the workers will be assigned any kind of work / combination of works.

6.0 **Default and Termination:** The Contractor's workmen shall carry out works as scheduled above and as per instructions of the Deputy General Manager (Stores)-CD (DGM (Stores) CD) or his/her authorized representative.

6.1 Promptness is the essence of the contract. In the event of failure or delay on the part of the Contractor, FACT reserves the right to terminate the Work Order and make alternate arrangements for carrying on the work and forfeit the Security Deposit furnished by the Contractor, without prejudice to Company's further rights to claim compensation from the Contractor for loss if any, incurred by FACT as a result of the Contractor's failure to fulfill his obligations.

7.0. **Rate:** Rates are as per the Schedule attached to the work order and shall be firm during the period of the contract, no escalation for whatsoever reasons will be allowed. The rate shall be excluding Goods Service Tax.

8.0 **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

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required to execute an Agreement with FACT, within 15 days of the receipt by him of the Letter of Intent issued by FACT for carrying out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement to be executed will be in the pro forma as specified by FACT.

9.0 Terms of Payment

9.1 Payment shall be effected on monthly basis. The bills shall be certified by the DGM (Stores)-CD (or) authorized representative of DGM (Stores)-CD and payment shall be made by the Finance Dept. of FACT Ltd. Payments shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF/ESI liability (as applicable), Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

9.2 Statutory deductions towards Income Tax, ESI, Provident Fund etc. will be made from the Contractor's bill.


10.0 **GOODS & SERVICES TAX (GST)** applicable: FACT's Provisional GST - ID in the state of Kerala is 32AAACT6204C1Z2. The contractor shall confirm the following: a) Submit GST compliant tax invoice to FACT along with bills. b) Shall ensure uploading the above invoice as per statute & c) file monthly returns in time enabling FACT to claim the input tax credit.

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

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

10.3 Contractor to be liable for all taxes, duties etc. excluding GST: The rates specified in the tender shall be exclusive of GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence towards proof of remittance. If the same is to be paid by FACT, the above shall be done by FACT directly.

11.0 **PF & ESI Regulations:** 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.

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11.1 The contractor shall be responsible for making all payments to his workmen, including PF& ESI benefits as applicable.

11.2 Deductions towards employees' contribution will have to be made by the Contractor at the rates prescribed by the ESI Act and remittance arranged. As regards employer's contribution, deduction will be from the contractor's bills as applicable and remitted to the concerned Departments by FACT, based on wage roll cum attendance roll to be furnished by the Contractor once a month, say, 10th of every month to the concerned payroll section/ PF section, so that the PF & ESI amount can be ascertained and recovered/payment obtained.

11.3 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct workers' contribution (Rs.4/- per half year) and contractors contribution (Rs.8/- per half year) in respect of each worker from contractor's bill.

12.0 Special Conditions:

12.1 The contractor should contact DGM (Stores) CD, FACT -CD (or) the authorized representative of DGM (Stores) -CD, every day to receive and acknowledge instructions as well as execute the work entrusted to them as per the contract.

12.2 The contractor shall settle disputes, if any, with his work men and shall indemnify FACT against any claims whatsoever from any person/s engaged by him.

12.3 The Contractor shall employ only adult workers of age 18 years and above. The Contractor should not employ persons who are disabled, infirm, mentally unsound, women in advanced stage of pregnancy or very old persons.

12.4 The contractor should employ only workmen covered under PF and ESI Acts as applicable.


12.5 The company will not be liable for payment of any compensation for any hold up of work.

12.6 The contractor should strictly abide by the safety and security regulations of the company. Any loss or damage incurred on account of the contractor's failure shall be recovered from the contractor.

12.7 Entry Passes for vehicles and workmen are to be arranged by the contractor with the CISF/ Security agency of the company.

12.8.i) Entry Passes issued to contract workers are not transferable. Every employee must produce the pass while inside the factory. After completion of the contract work, passes must be surrendered to security department failing which Rs.10/- is payable for every pass thus not surrendered.

12.8.ii) If the work entails engaging more than 20 contract workers, the Contractor should produce the license from the competent authority as per provisions on Contract Labour (Regulations and Abolition) Act, 1970.

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12.8.iii) A muster # roll of all the labourers employed at site shall be kept by noting the daily attendance and wages. The signature or thumb impression of the employees shall be obtained in respect of the wages on rolls and a copy of the attendance statement to be forwarded to the company within 3 days after wage disbursement in the forms prescribed by us.

12.9 The contractor shall comply with all statutory rules and regulations pertaining to employment of labour and execution of work. In case FACT becomes liable for any amount on account of breach or non-observance by the contractor of provision thereof, such amount shall be to the account of the contractor.

12.10 The Contractor has to comply with the provision of all Local, State and other Government Rules, By-Laws, Regulations, Orders etc.

12.11 The Contractor has to conform to the provisions of laws, rules, regulations, orders, etc. in force with reference to the Factories Act, Provident Fund Act, Kerala Workmen Compensation Act, etc. during the period of contract, whichever applicable.

12.12 The contractor is liable for all the claims or damages, compensation or expenses payable as a result of any accident or injury sustained by the workmen, employee or anyone hired by the contractor in the execution of the contract by rule, law and order of government or local authority. The expenses, if any incurred by the company shall be realised from the contractor.


12.13 The contractor shall fulfill the requirements of Provisions under the Contract Labour (Regulation and Abolition) Act, 1970.

12.14 The Contractor should make arrangements for unloading of materials from lorries / wagons immediately on receipt of intimation form Stores Dept. Any demurrage charges / vehicle detention charges due to all delay in unloading / loading will be recovered from the Contractor.

12.15 Damages to any of the equipment / materials and loss of tools, if any, issued to the Contractor will be assessed by DGM (Stores)CD (or) the authorised representative / site #in-charge and the cost there of will be recovered from the Contractor.

13.0 Termination of contract owing to default of Contractor: 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 the event of absence of compliance of said notice, the company shall have the option and is 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 shall be to the contractor's account.

13.1 If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfill his obligations in the

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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.


13.2 If any work of the company (or) work entrusted with other contractor / suppliers by the company is obstructed by / interfered with or caused to be interfered with to the detriment of the company by the Contractor or the contract employee, the contract will be terminated without notice and the remaining work for the unexpired portion of this contract will be arranged by the Company through other agencies at the contractor’s risk and cost. The decision whether the Company’s work has been interfered with or obstructed shall be taken by the company and it shall be final.

14.0 **Matters finally determined by FACT:** All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to FACT and FACT shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by FACT or on behalf of FACT, which matters are referred to hereinafter as accepted matters, shall be final conclusive and binding upon the contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

15.0 **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, labor strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party within one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

16.0 **Contract administrator:** This contract will be operated/ administered by DGM (Stores)CD, FACT CD, Ambalamedu (or) any other officer authorized by DGM (Stores)CD, FACT CD for the above.

17.0 **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.

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18.0 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.

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

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ANNEXURE - V**STANDARD TERMS AND CONDITIONS OF CONTRACT****00. CONTENTS :**

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02. SECURITY DEPOSIT:
03. RATES:
04. PAYMENT:
05. QUANTITY:
06. CONTINUITY OF WORK:
07. RESPONSIBILITY FOR MATERIAL:
08. SECURITY & SAFETY REGULATIONS:
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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 15 days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.

The contract once awarded will not imply that the Contractor has exclusive right for the particular job. The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

02. SECURITY DEPOSIT:

The contractor shall remit interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

03. RATES:

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


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

04. PAYMENT:

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

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DTD. 12.08.2021**06. CONTINUITY OF WORK :**

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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


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

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

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

The vehicles/tankers, if any, employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.

Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper 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.

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The vehicles shall be equipped with all the necessary safety appliances/equipment for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988 and rules thereto.

09. STATUTORY OBLIGATIONS

The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular Indian Factories Act, Workmen's Compensations Act, Contract Labour (regulations and abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract.

The Contractor shall obtain at his cost all permits, license and other authorisation, as required for his work, from Govt. authorities. The Contractor shall maintain proper records & registers as required by the concerned statutes and submit them to FACT as and when required.

Proper records of payment of wages to workers/labourers/crew etc. engaged in the work shall be maintained by the Contractor and produced for inspection when required by FACT.

The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.

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.

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13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

14. ASSIGNMENT :

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

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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PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
CORPORATE MATERIALS (T&S)	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

FACT	PROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS WORKS AT FACT CD STORES FOR A PERIOD OF TWO YEARS	MM/182/E23836 DTD. 12.08.2021
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ANNEXURE: VI

UNPRICED COPY OF PRICE BID

(To be submitted with Part-A Bid)

Sub: Providing Labour assistance for Handling & other Miscellaneous works at FACT CD Stores for a period of **two years**

Ref: Tender No. MM/182/E23836 dated 12.08.2021

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

GST shall be extra as applicable based on statutory notifications.

Sl. No	Description	Unit	Qty.	Total (Rs.- All inclusive- GST Extra) Indicate “Quoted”
1	Labour assistance store-CD:Handling of materials , including Manual Unloading, Loading & opening of boxes/packages, de-stacking, restacking of materials such as packing materials, machinery spares, waste oil, heavy packages, AC materials, scrap items & other miscellaneous items like Rock Wool, bricks, valves, wire ropes, cables, rasching rings, honey combs, saddles and sorting, bagging, tagging, and stacking them as required as detailed in scope of the special terms and conditions of the tender.	MDY	4320	

We here by quote our competitive rate as below for all the items of work cited above in compliance with the enquiry documents without any deviation. This bid is submitted in compliance with the enquiry documents and accepting all the requirements, instructions, terms and conditions, proforma of bank guarantee and proforma of agreement etc. without any deviation.

(Signed by)


Authorised Signatory:.....

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

Place:


Date:

(Stamp)

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
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FACTPROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS
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DTD. 12.08.2021**ANNEXURE: VII****Part –B****PROFORMA OF PRICE BID**

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
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ANNEXURE-VIII**Bid-Security Declaration**

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

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

I/We , irrevocably declare as under:

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

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


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

Signature:

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

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

Dated on _____ day of _____ month, _____ year.

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FACTPROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS
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DTD. 12.08.2021**ANNEXURE-IX****PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON

STAMP PAPER WORTH ₹ 500/-)

To

The Fertilisers and Chemicals Travancore Ltd.,

Udyogamandal, Cochin-683 501.


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

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

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

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

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
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FACT

PROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS WORKS AT FACT CD STORES FOR A PERIOD OF TWO YEARS

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


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

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

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

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

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

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

Dated this..... day ofTwo thousand and Twenty one.

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

Place:

Full address of the Branch issuing this guarantee:

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FACTPROVIDING LABOUR ASSISTANCE FOR HANDLING & OTHER MISCELLANEOUS
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DTD. 12.08.2021**ANNEXURE-X****AGREEMENT**

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


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

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

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

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

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
CORPORATE MATERIALS (T&S)	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

FACT

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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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date:
CORPORATE MATERIALS (T&S)	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		