



FERTILISERS AND CHEMICALS TRAVANCORE LIMITED  
UDYOGAMANDAL – 683 501, KOCHI, KERALA

**Tender No : 04031/2020-2021/E21953**  
**Name of work: Civil works for the construction of the additional (2x 5000 MT) sulphuric acid storage tank and allied structures at FACT -CD.**

**PART – I, COMMERCIAL**





**LIST OF ATTACHMENTS OF CONTRACT DOCUMENT FOR TENDER  
No. 04031/2020-2021/ E21953**

NAME OF WORK: NAME OF WORK:- Civil works for the Construction of 2 x 5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.

SI No.	Description	Pages
<b>PART-1 PREQUALIFICATION &amp; TECHNICAL BID</b>		
1	NIT & Annexure No.1 to NIT (Pre-qualification Criteria)	4
2	Conditions of Tender & Instruction to Bidders	17
3	Attachment – II A (Form of bid)	1
4	Attachment – II B (Information relating the tenderer)	1
5	Attachment – II C( Details regarding input tax)	1
6	Proforma Contract	32
7	Schedule – A - Scope of Work	1
8	Schedule – B - Programme of Work	1
9	Schedule – C- Technical Document (including Engg.Specification)	60
10	Schedule – D - Site Conditions	1
11	Schedule – E - Supplies By Owner	1
12	Schedule – F - Prices	1
13	Schedule- F1 Un Priced BOQ	13
14	Schedule- F2 Rates for Extra items of work	1
15	Schedule – G - Payment Schedule	1
16	Schedule – H - Site Facilities	1
17	Schedule – J - Owner's Construction Equipments	1
18	Schedule – L – Form of Bank Guarantee for SD / Performance Bond.	3
19	Schedule – P - Safety Practices	3
21	Schedule – Q- Special Conditions of Contract	1
22	Schedule – Q1-Special Requirement of work	1
23	Compliance Statement	1
24	Vendor Data Form with Master Data for Electronic Media Payment Format (For New Vendors)	2
25	Check List	3
<b>COVER-2 (PRICE BID)</b>		
1	BOQ (excel format-fill rates and relevant fields and upload)	6

FACT CORPORATE MATERIALS - CONTRACTS	NOTICE INVITING TENDER (E-TENDER) ( 2- BID SYSTEM)	T No 04031/2020- 2021/E21953
		Page 1 of 2



## THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(A Govt. of India Enterprises)

### CORPORATE MATERIALS

PD Administrative Building,

Udyogamandal P.O.,

Ernakulam Dist., Kerala State, INDIA PIN 683501

Phone: 0484-2568123, 2568613

Fax: 0484-2545998; email: jayakumarp@factltd.com

### NOTICE INVITING E- TENDER

TENDER No. 04031/2020-2021/E21953

Encrypted Competitive, Single stage Two bid Tenders containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited by the Senior Manager-Manager (Materials)-C /FACT from reliable and experienced contractors of sound financial standing. Tenders received will be opened online on the due date and time. Tender details are given below.

Enquiry No.	04031/2020-2021/E21953
Name of Work/Description	Civil works for the Construction of 2x5000MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.
Due date & time for Submission of bids	18-09-2020 & 11:00:00 Hrs
Date & Time for Part-I Bid opening	19-09-2020 & 11:00:00 Hrs
Date & time of opening of Techno Commercial Bid and price bid	Only pre qualified bidders shall be considered for Techno commercial Evaluation. Price bid of the bidders who are qualified in PQC-cum Techno-Commercial Evaluation only will be opened. The date & time of price bid opening will be intimated to the qualified bidders by CPP portal.
EMD	INR 100000/- (Indian Rupees One lakh only)
Validity of Tender	6 (six) Months from the date of Part I (TECHNO- COMMERCIAL) Bid open
Period of Contract	6 (six) Months.
Tender Document Fee	Nil
Contact Details	Jayakumar P, Senior- Manager (Materials) Phone: 0484-2568123;2568613 email: <a href="mailto:jayakumarp@factltd.com">jayakumarp@factltd.com</a> , <a href="mailto:jensna@factltd.com">jensna@factltd.com</a> ,

Detailed specifications and other terms and conditions are mentioned in the Tender Documents.

NOTE: -

1. The Tender Documents can be downloaded from FACT website ([www.fact.co.in](http://www.fact.co.in)) or from Central Public Procurement Portal (<http://eprocure.gov.in>).
2. Payment against EMD may be remitted through NEFT/ RTGS to the FACT's account or shall be in the form of Bank Guarantee. Other mode of payment will not be accepted. The details of the remittance of amount such as UTR No./ BG as applicable shall be uploaded along with the tender document. Original EMD (Bank Guarantee/UTR document etc), Integrity Pact and

FACT CORPORATE MATERIALS - CONTRACTS	NOTICE INVITING TENDER (E-TENDER) ( 2- BID SYSTEM)	T No 04031/2020- 2021/E21953  Page 2 of 2
---	---	--

Solvency certificate shall be sent/submitted well before the due date and time of OPENING OF THE PART-I (cover-I) BID, to the office of Senior Manager (Materials)- C /FACT-PD, Udyogamandal.

3. Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, as per the Instructions to Bidders attached. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. shall not be accepted.
4. FACT reserves the right to accept /reject any request for extension of the due date of tender.
5. FACT reserves the right to accept/reject any or all bids at any stage without assigning any reason thereof.
6. Submission of BIDS: Bids are to be submitted online in two separate covers as mentioned in CPP Portal and as per Instructions to Bidders.
7. All relevant documents mentioned in check list may be submitted to Senior Manager (Materials)-C, MATERIALS Dept., FACT-Petrochemical Division, Udyogamandal, 683 501, Ernakulam District, Kerala in a cover superscribed with **tender number and name of work**, for record purposes, so as to reach preferably before the due date & time of opening the PART-I Bid. Any other tender documents ""in original"" shall also be submitted by the bidder to FACT for reference, if requested to do so.
8. Offers submitted other than on-line mode shall not be accepted.
9. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procure website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc. if any.
10. Integrity Pact (IP): The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Chemicals Travancore Ltd. along with the bid as per Annexure - IP. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),  
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002  
Mobile: 8547381122 Telephone: 0487-2381123  
E-mail address: vkmenon78@gmail.com

**Note: In case bidders require any clarification pertaining to this tender please contact FACT personnel. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.**

11. All pre bid queries shall reach FACT on or well before the tender due date.

Date: 18.08.2020

Signature:



Designation: SM(Mat)-C

Material dept., FACT.

FACT CORPORATE MATERIALS - CONTRACTS	ANNEXURE –I to NIT (E-TENDER) ( 2- BID SYSTEM)	T No 04031/2020- 2021/E21953
		PAGE 2 OF 2

**ANNEXURE –I to NIT OF TENDER NO. 04031/2020-2021/E21953**

**i. SCOPE OF WORK:**

The scope of work consists of the following:

The work to be performed under this contract includes dismantling of some of the existing structures and execution of construction as defined in this document and as per the schedule of items of work and good for construction drawings.

**ii. PRE-QUALIFYING CRITERIA**

**TECHNICAL CRITERIA:**

1. Experience of having successfully completed similar works during the last 7 years ending on 31.07.2020 should be either of the following.
  - a) Three similar completed works costing not less than **Rs 1.95 Crores, Each**
  - b) Two similar completed works costing not less than **Rs 2.44 Crores, Each**
  - c) One similar completed works costing not less than **Rs 3.90 Crores**

**Similar work means experience in executing Civil Foundation Constructions Works including Piling works.**

Experience certificates/Performance certificates submitted by the bidder to prove the above pre-qualification criteria shall be generally from organisations of similar standing as FACT or Govt./Quasi Govt. Depts or organisations of sound financial capability and having status of principal employer or reputed Private Ltd Companies which do their work mainly through public contracts. Notwithstanding the above if the bidder is providing any other subcontract document from a Private firm to prove the pre-qualification criteria, he will have to provide bipartite agreement/ payment receipt details or other details to the satisfaction of FACT.

For combination jobs amount of civil part as mentioned in the above 3 categories shall be taken for PQ purpose.

**FINANCE CRITERIA:**

**Turnover requirement**

1. Average Annual financial turnover of the bidders shall not be less than **Rs 1.5 Crores** during the last 3 financial years ending 31.3.2019 (Submit balance sheets & PL statement for 3 years)  
All BIDDERS shall submit Audited Balance Sheet and Profit & Loss statement for last three financial years 2016-17, 2017-18 and 2018-2019. If the Audited Balance Sheet and Profit & Loss statement are prepared in foreign currency, exchange rate as on tender e-publishing date shall be taken for calculation of average annual turnover in INR (Rs).

**Financial Soundness Certificate**

2. The BIDDER shall submit Original Solvency Certificate issued on or after the date of e-publishing of tender, from a Nationalised / Scheduled Banks in INDIA for a value not less than

**Rs 82 Lakhs**, to prove the Financial Capability to carry out the Work tendered for, along with Part-1 unpriced bid (cover 1 of e-tender).

**Note: All self-attested PQ documents shall be submitted online in Cover 1 of the e-tender (Work Order Copies with Schedule of work, Completion Certificates etc).** FACT shall be at liberty to verify the above data with clients of the bidder. Cover 2, Price bids, of bidders meeting the pre-qualification criteria as above and technically acceptable alone will be considered for opening. Opening of both covers will be done online only.

Bidders are requested to verify their mobile phones for SMS to get instant updates from CPP Portal.

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

**Date: 18.08.2020**

**SM (Mat) -C**



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**CONDITIONS OF TENDER**

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

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

**2. VALIDITY :**

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

**3. EARNEST MONEY DEPOSIT (EMD) :**

The Earnest Money Deposit accompanying the tender shall be kept valid up to a period of **ONE MONTH** beyond the validity of tender itself. On receipt of notice of acceptance of tender, the successful tenderer shall keep the EMD valid up to the date of entering into a formal contract with FACT and establishing the Performance Bond.

**4. TIME SCHEDULE :**

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

**5. COLLECTION OF DATA :**

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

**6. LETTER OF INTENT (LOI):**

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

**7. SIGNING OF THE CONTRACT :**

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

**8. CHANGE IN CONSTITUTION :**

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



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**INSTRUCTIONS TO BIDDERS**

**1. SUBMISSION OF TENDER**

- i. Bidders shall study carefully the complete tender documents viz. NIT, Schedule of Work, Price Bid format (BOQ), General Conditions of Contract, All Schedules from A thru' Q1 including drawings if any, Instructions to Bidders, Pre-Qualification Criteria, Special Terms & Conditions of the Tender, etc. Time extensions, Corrigendum, Addendums etc if any, will be hosted in the CPP e-procure website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendum, addendums, time extensions etc if any.
- ii. Offers against this NIT shall be submitted online in separate covers as instructed on E-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Tender documents and related Schedules uploaded shall be digitally signed and encrypted using the facility available at the site. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. **SHALL NOT** be accepted
- iii. All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- iv. The details of the payments (for EMD) made through NEFT/ RTGS shall be uploaded along with the offer submitted online, mentioning the tender number and name of bidder while making the online payment. **In case of payment by BG etc. the bidder shall make sure that the BG & Solvency certificate and Integrity Pact (all in original) reach the office of Senior Manager (Materials)-C, FACT, Udyogamandal, Ernakulam District, Kerala, Pin-683 501 before the due date and time of opening of part-1 (Cover-I of e-tender), of the tender enclosed in an envelope super scribed with the tender number, name of work and address of the vendor. In case the originals are not received within the stipulated time, the offer of the bidder shall not be considered for evaluation.**
- v. Validity: Tenders shall be valid for the acceptance of FACT for a minimum period of **SIX MONTHS** from the date of opening of the Part-1 of the tender, during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted.
- vi. Bid shall be submitted online in two (2) covers as per NIT shall contain the respective documents - Original/Copy/digitally signed/ self-attested /attested by Gazetted officer and then scanned as the case may be. (Please see the checklist)

**Cover I shall contain**

**EMD details : -**

- i) Details of EMD as applicable/ Claim for exemption with testimonials (upload scanned copy of instrument like BG in PDF format. Signed copies of Notice Inviting Tender, Annexure to NIT and Vendor Data Form also to be attached.

**Pre-Qualification documents: -**

- ii) Copies of supporting documents against Pre-Qualification Criteria, like copy of Purchase and work orders with schedule of Quantities, Performance and Completion certificates etc, shall be self-attested. Copies of Audited annual Financial Statements also to be submitted. Copies of GST Registration Certificate, PAN Card, Recent Bankers' Certificate with Cash Credit and Bank Guarantee Limit, Required Solvency Certificate, Audited Balance sheet for the last three years



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

including Profit & Loss account, Schedules, Notes on account etc as applicable are also to be submitted. The originals of the self-attested documents may be produced on demand.

- iii) **shall also contain the following documents (filled and signed ones as applicable)**
- a. Terms and Conditions of Tender including proforma contract, unpriced BOQ, drawings and other documents.
  - b. **INFORMATION OF SIMILAR WORKS** done during the past seven years with Name of client, name of work, brief scope of work, initial & final contract value, Completion period etc.
  - c. Details of **PRESENT COMMITMENTS** with details of work, initial contract value, period of completion, name of client, expected date of completion, percentage progress etc.
  - d. Details of **CONSTRUCTION PLANT AND EQUIPMENT** available with him for using in this work.
  - e. **SITE ORGANIZATION CHART** in “FAMILY TREE” form, showing the number and grades of field supervisory, administrative and craft personnel to be employed in the works.
  - f. **PROGRAMME OF EXECUTION OF WORKS** with respect to OWNER’S Requirement in **BAR CHART or PERT FORM** highlighting all-important milestones.
  - g. **Compliance Statement** with respect to Technical aspects, General Terms and conditions, Special conditions, Safety Rules etc

**Note: All the above documents shall be submitted on line in cover I for which sufficient file space (up to 7 files) will be provided.**

**Cover II - Only BOQ shall be uploaded in this cover**

- a) Price Bid i.e. BOQ attached to the e-tender shall be uploaded online after filling all relevant information such as, name of the bidder, currency, basic price and GST in relevant fields.
- b) GST details shall be quoted separately in the column provided in BOQ
- c) The Priced BOQ shall be uploaded strictly in the format (Excel) attached, failing which the offer is liable to be rejected. Renaming or changing the format of BOQ sheet will not be accepted by the System.
- d) Bidders shall quote prices in the BOQ only. Prices indicated elsewhere shall not be considered.
- e) **Bidders shall quote in INR only. Payment shall be made in INR only. No deviation is allowed on this.**

**Note: Bidder is requested not to send/submit any hard copy of price bid.**

- vii. Bidders are advised to submit quotation based on the terms and conditions and other schedules contained in this tender document and not stipulate any deviations as far as possible.
- viii. Any exception/ deviations, which the bidder may propose, shall accompany the quotation. FACT reserves the right to evaluate quotations containing deviations after taking into account impact of such variations in quoted price. All attachments to these tender documents as applicable will become part of any resulting contract.
- ix. Bidders are advised to complete all uploading formalities related to tenders well in advance. FACT shall not be responsible for non-submission/ uploading due to technical reasons, like non-availability of website in the closing minutes of the tender end date and time. **Care shall be taken to submit the hard copy of Cover-I as mentioned in (iv) above with original EMD & Solvency documents and Integrity pact as per clause 18.0 below, well before the due date and time of the tender.**



**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page 4 of 17

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

- x. In the tender document published by FACT, the content in its entirety is relevant and the bidder shall give the compliance without deleting or altering any of the portion in the whole set of Tender Document. Failure to comply with this requirement may result in rejection of the tender.
- xi. Completeness of scope of work: Tenders shall be for the complete scope of work as described in the Tender Document, without any exclusion. Only those tenders who meet this requirement will be considered for award of the Contract.
- xii. The Tenderer is responsible for properly estimating the difficulty and cost of the work. The Tenderer may request and obtain from all concerned sources/ authorities the clarification of items that require additional information prior to submitting the proposal. Questions on clarifications required from FACT shall be submitted thru' e-mail.
- xiii. The Tenderer may visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infra structural facilities, availability of construction materials etc. **No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.**
- xiv. The Tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FACT if any, and FACT shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.
- xv. Amendments to the tender documents may be issued by FACT prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer. Such amendments to the tender documents, if any, shall be uploaded at <https://eprocure.gov.in> only, prior to the date of submission of tenders.
- xvi. FACT shall proceed with evaluation of the Pre-qualification and / or Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Bidders are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk. **Also closely verify the checklist for the uploaded documents and confirm whether all requested documents are uploaded.**
- xvii. FACT reserves the right to extend the closing date of the bid without giving any reasons, but such extension shall be updated in <https://eprocure.gov.in>.
- xviii. In case information, if any given by the bidder, is found to be untrue, FACT reserves the right to terminate the contract without any notice or assigning any reason thereof.
- xix. Any intimation to contractors will normally be sent by e-mail at their address given in their bid. FACT will not be responsible for delay in delivery of mail or non-receipt of intimation due to any reason.
- xx. The quotations shall be submitted in English Language and the units of measurement shall be in metric system.

**2. EARNEST MONEY DEPOSIT**

- i. EMD may be remitted through NEFT/ RTGS to the account as given below or shall be in the form of Bank Guarantee. (Form of BG attached). The details of the remittance of EMD such as UTR No./ soft copy of BG as applicable shall be uploaded along with the tender document. If payment of EMD is made by Bank Guarantee, ORIGINAL document is to be submitted at the office of SM (Materials)-C, FACT before the due date and time of opening the Part-1 of the tender (Cover-I of the e-tender), super scribing the tender number, name of the work and name of the bidder on the envelope containing the document as detailed in 1(ix) above.





**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page **5** of **17**

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

- ii. Account details for remittance of EMD through NEFT/ RTGS are as 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

The bidder shall indicate the name of the bidder and tender number while making the online payment through NEFT/ RTGS and the details of the payment with UTR No shall be uploaded along with the offer submitted online

The Earnest Money Deposit accompanying the tender, if in the form of Bank Guarantee, shall be kept valid up to a period of **ONE MONTH beyond the validity of tender itself. (For minimum 7 Months)**. The successful Tenderer shall keep the EMD valid up to the date of entering into a formal contract with FACT and establishing the security deposit.

- iii. Bids without EMD shall be rejected. EMD and document fee is exempted for Micro, Small and Medium Enterprises (MSME) having a valid certificate of registration/Udyog Aadhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided/ uploaded along with the bid to avail exemption. EMD is exempted for government departments/PSUs/Khadi Board/registered labour contract cooperative societies also.
- iv. No interest shall be paid on the EMD.
- v. If the bidder retracts from or without request of FACT, revises his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages.
- vi. 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 cancelled 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.
- vii. On the successful tenderer remitting the Security Deposit, EMD of all unsuccessful bidders will be released. The EMD of the successful Bidder will be adjusted against Security Deposit or will be released, if the bidder wishes so, upon entering into an agreement and providing the security deposit.
- viii. **BANK GUARANTEES:** All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a Nationalised / Scheduled bank in India. If the instrument is from a foreign bank, the same shall be confirmed by a Foreign Branch of Indian Nationalised/Scheduled Bank or by an Indian Branch of a foreign Bank.

**3. VALIDITY**

The bid shall be valid for a period of **Six Months** or for any higher period as prescribed in the tender notice / documents from the date of opening of bids during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted and in such cases, the tender / bid submitted is liable to be disqualified and the EMD furnished is liable to be forfeited.



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**4. PRICING**

- i. The quotations shall, in all respects, conform with the enclosed specifications, drawings, data sheets, terms & conditions and other schedules enclosed herein.
- ii. The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated completion period.
- iii. Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted. In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified & EMD forfeited.

**5. EVALUATION OF QUOTATIONS**

- i. The following conditions shall be considered in the evaluation of quotations:
  - a. Agreement with terms and conditions and schedules of Tender document
  - b. Price
  - c. Delivery / Completion period
  - d. Experience with the same or similar works for the intended services
  - e. Bidder's resources (Finance, man-power, plants & equipments) under possession for satisfactory execution of WORK.
- ii. Bidders are expected not to take any deviations from the terms indicated in the tender documents. For bid evaluation, FACT shall make Price loadings to the quoted prices of Tenderer towards deviations in terms & conditions of the tender as follows.
  - a. Payment Terms: No advance payment is acceptable. In case of earlier payments than the stipulated payment schedule, the same shall be loaded with 4.05% above SBI MCLR- 1 Year (as on date of PART-I bid opening) for the period & amount of earlier payment.
  - b. Price Reduction Clause
    1. As per Tender (0.5% per each week or part there of delay sub.to a max.7.5 %): Nil loading
    2. 0.5% per week or part thereof to a capped value: % loading for the difference from 7.5%.
    3. Any other deviation or non-acceptance: 7.5% loading.
  - c. Any deviations in Security Deposit & Performance Guarantee terms are NOT acceptable.
- iii. 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.
- iv. 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. The work may be split up if considered expedient.
- v. In case more than one bidder becomes L1, the contract will be finalized based on revised lowest tendered amount, which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the original rates quoted by them in the revised bid submitted by them as above.
- vi. FACT reserves the right to negotiate with the lowest bidder only as per CVC guidelines.
- vii. FACT shall, at its own discretion, delete any one or more item of works from the tender at any time without assigning any reason whatsoever.
- viii. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all the items of work as per the Price Bid Format (BOQ). The combined total value as above shall be arrived based on the rates quoted by the Bidder against each item and the corresponding quantities indicated.



**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page 7 of 17

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

- ix. This tender shall be based on MSME order dtd. 23rd March 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM no on CPPP is mandatory; failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers. In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25 % (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable. In case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded full/complete work of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

This tender is non-divisible

**6. BID OPENING (Two Stage opening)**

- i) First stage (cover I): EMD Pre-Qualification , & Techno Commercial (un-priced) of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.

- iv) Second stage (Cover II): Price bids of bidders whose Part-I bids are found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. The Price bid opening date/time will be intimated to the bidders concerned.

**7. CLARIFICATIONS**

In case of any clarifications are required, the bidder shall contact FACT thru' e-mail ([jayakumarp@factltd.com](mailto:jayakumarp@factltd.com)). FACT shall give such clarifications by e-mail. All clarifications provided shall be binding on bidder. No claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of tender. All clarifications/ correspondences with respect to this tender enquiry shall be made to the SM (Materials)-C FACT as per NIT.

**8. AUTHORISED REPRESENTATIVE OF TENDERER**

The quotation shall contain the name, address, place of business of person or persons making the tender and shall be signed by tenderer with his digital signature. Partnership firms shall furnish online the full name of all the partners. It shall be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Online Quotation by a Corporation shall be signed by an authorised representative and a Power of Attorney in that behalf shall accompany the quotation.

**9. AWARD OF CONTRACT**

Contract will be awarded by FACT to the tenderer whose tender has been determined to be in agreement with terms and conditions and schedules of Tender document and who has offered the lowest evaluated price provided that the Tenderer so selected for award has the capacity and resources to carry out the contract as judged by FACT. Notwithstanding the above, FACT reserves the exclusive right to accept or reject any or all tenders without any obligation or liability whatsoever to any of the tenderer.

**10. ACCEPTANCE OF TENDER AND ISSUE OF LOI/ WORK ORDER**





**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate copy of the Work Order will have to be returned to FACT duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/ Work Order whichever is issued first, the CONTRACTOR shall remit the required Security Deposit for the Work. Also as prescribed in the LOI/ Work Order/ tender documents, the Contractor shall execute an agreement in stamp paper (INR 200) of the required value as per the Proforma prescribed by FACT for the satisfactory performance of the contract. In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI/ Work Order/ Work to Proceed Notice, the LOI/ Work Order issued will be cancelled and the EMD already deposited by the Contractor shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor. The contractor whose EMD is forfeited is liable for de-listing from FACT and also shall not be eligible to participate in the other tenders invited by the company at the sole discretion of FACT. Incomplete quotations are liable to be rejected.

**11. SECURITY DEPOSIT##**

#

The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to 10% of the contract value as per mode prescribed in the tender document/work (However if the amount exceeds Rs. 10,000/- Bank guarantee from a Nationalized / Scheduled Bank in INDIA is also accepted as SD). The S.D. will be released only on completion of the guarantee period as specified in the Proforma Article 2 and 30 of the contract, provided the contractor has cleared all dues and rectified defects, if any.,

**12. FRAUD PREVENTION POLICY**

#

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website [www.fact.co.in](http://www.fact.co.in)

**13. FACT GATE ENTRY PASS:**

Entry pass to the contract workers will be issued by CISF. For entry pass, the contractor shall submit an application to CISF through work-executing department and HR department. The following documents shall be submitted along with the request.

- a. Copy of age proof
- b. Police clearance certificate
- c. Copy of bank passbook
- d. Copy of Aadhaar
- e. Two copies of passport size photographs
- f. Duly filled application for ESI and PF enrolment (for new members)

**14. CHANGE IN CONSTITUTION**

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

**15. WAGES TO CONTRACTOR WORKERS:**

The Contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work-executing department before 5 th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department

**16. DISPUTES**



**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page 9 of 17

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

- a) Should there be any discrepancy, inconsistency, error or omissions in the contract or any of the contract documents the matter may be referred to the concerned Controlling Officer of FACT through the Engineer-in-charge who shall give his decision and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the Controlling Officer shall be final and conclusive and the contractor shall carry out the work in accordance with his decision.
- b) Settlement of Disputes shall be as per Article 41 of Proforma contract.
- c) Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

**17.0 MAKE IN INDIA**

- 17.1 Purchase preference shall be given to local suppliers in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Dept. of Fertilisers, Govt. of India.
- 17.2 For the purpose of extending purchase preference as in Cl. 17.1 above, the minimum local content shall be 50% and margin of purchase preference shall be 20%, as defined in the above Orders, unless specified otherwise in the Enquiry.
- 17.3 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

**18.0 INTEGRITY PACT (IP)**

The bidders shall execute and submit an “Integrity Pact (IP)” with Fertilisers and Chemicals Travancore Ltd. along with the bid as per attached format. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),  
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002  
Mobile: 8547381122 Telephone: 0487-2381123  
E-mail address: [vkmenon78@gmail.com](mailto:vkmenon78@gmail.com)

**Note:**

**(1) The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to Senior Manager (Materials) Contracts, PD Administrative Building, FACT LTD- Udyogamandal, Ernakulam -683501.**

**(2) In case bidders require any clarification pertaining to the tender please contact Jayakumar P, Senior- Manager (Materials)- C, Phone: [0484-2568123](tel:0484-2568123); e-mail: [jayakumarp@factltd.com](mailto:jayakumarp@factltd.com) or Jensna Anna John, AM(Mat)C, Phone: [0484-2568613](tel:0484-2568613), email [jensna@factltd.com](mailto:jensna@factltd.com). Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.**

**19.0 CONCESSIONAL RATE OF CUSTOMS DUTY:-**

Being a project for setting up of a new fertilizer plant, FACT is entitled to Customs Duty Concession at 5% as per Notification issued by Department of Revenue, Ministry of Finance, in exercise of powers conferred by Sub Section 1, Section 25 of the Customs Act 1962 and subsection 12 of section 3 of Customs Tariff Act 1975. It is the responsibility of the contractor to make necessary arrangement, support, and assistance to avail the said Customs Duty concession and pass the benefit to the owner in all imported goods / items on which the said benefit is available.





**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page **10** of **17**

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

"It is the responsibility of the contractor to get all the applicable benefits of deemed export available to this project, as per prevailing Foreign Trade Policy. The contractor shall submit the details of benefits considered in the bid and also inform the details of documents to be submitted by the owner for availing all these benefits to the project."

**20.0 NOTE**

Whenever any portion of the "Special Conditions of Contract/ Special requirements of contract" or "Notice Inviting Tender" (NIT) is repugnant to or at variance with any provision of this document "Instructions to Bidders", the respective provisions of "Special Conditions of Contract Special requirements of contract" or "Notice Inviting Tender" (NIT) shall prevail. Similarly whenever any portion of the "General Conditions of Contract (Proforma contract)" is repugnant to or at variance with any provision of this document "Instructions to Bidders", the respective provisions of "Instructions to Bidders" shall prevail.



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**PROFORMA BANK GUARANTEE  
FOR EARNEST MONEY DEPOSIT**

(` in INR 500/- Stamp Paper)

The Fertilisers And Chemicals Travancore Limited, Udyogamandal - 683 501  
Kochi, India

THIS DEED made..... day of ..... by Bank ( Name & Address of the branch of the bank ) a Bank incorporated in .....and having its Registered Office at .....(hereinafter called" The Bank" ) which expression shall include its successors and assigns).

WHEREAS.....(Name of Contractor, Place, Registered Office, if any) (hereinafter called the TENDERER) are submitting tender for the work of .....for The Fertilisers And Chemicals, Travancore Limited, Ambalamedu – 682 303 , Kochi, India (hereinafter called the OWNER) against the invitation to Tender No..... Dtd. ....of the Fertilisers And Chemicals Travancore Limited, Kochi Division, Ambalamedu subject to the terms and conditions therein.

AND WHEREAS the said Invitation to tender provides that Tenderer shall along with the Tender furnished an Earnest Money Deposit of Indian Rupees. ....(Rupees. ....only) in the form therein mentioned and the form of payment of Earnest Money Deposit includes guarantee by any Nationalised Bank of India / Scheduled or Foreign Bank registered in India, undertaking full responsibilities to indemnify and pay to OWNER in India in case of default by the Tenderer. And the said TENDERER has approached us and at their request and in consideration of the promises ,we, the said BANK have agreed to give such guarantee as herein-after mentioned.

1. We, the BANK do hereby unconditionally undertake to pay the OWNER merely on demand and without demur all monies to the extent of Rs.....(Rupees . ... only) on commission of any breach by the said TENDERER of any of the terms and conditions of the said tender or by any reason of the TENDERER'S failure to perform the said tender. The BANK hereby agrees that the decision and demand of the OWNER on the aforesaid matter and or as to the amount payable by the BANK shall be final, conclusive and binding on the BANK without further proof.
2. We, further undertake to pay to the OWNER any money so demanded notwithstanding any dispute or disputes raised by the TENDERER in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
3. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the TENDERER shall have no claim against us for making such payment.
4. This guarantee is not revocable by notice during its currency but will continue with full force until all the obligations of the TENDERER under the terms of the Tender have been met and the OWNER discharges the guarantee accordingly. This guarantee shall not be affected by any change in the constitution of the BANK or OWNER or TENDERER nor shall this guarantee be affected by any change in the constitution of the OWNER / TENDERER by absorption with any other body or corporation and this guarantee will be available to or enforceable by such body or corporation.
5. The OWNER may without affecting BANK'S liabilities and obligations hereunder grant time or other indulgence to or compound with the TENDERER or enter into any agreement or composition or agree to forbear or forbear to enforce any of the terms and conditions of the said tender against the TENDERER or agree to vary any of the terms and conditions of the said tender.



**CIVIL WORKS FOR THE CONSTRUCTION OF  
2X5000MT SULPHURIC ACID STORAGE TANK AND  
ALLIED STRUCTURES AT FACT CD.**

Tender No. 04031/2020-  
2021/E21953

Page **12** of **17**

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

6. Notwithstanding anything contained in the foregoing our liability under this guarantee is limited to a maximum of Rs..... (Rupees.....only). Our guarantee shall remain in force to..... ( 7 months from the due date of tender ) until-unless a claim or demand under this guarantee is made on us within six months after the expiry of the above date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.
7. We the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OWNER in writing. Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the BANK addressed as afore said and if sent by in registered post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by registered post it shall be sufficient to prove that the envelope containing the notice was sent by registered post and certificate signed by an officer of the OWNER that the envelope was so posted shall be conclusive.
8. Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter

We have the power to issue this guarantee in your favour and the undersigned has full power to do so

Full address of the Bank Issuing this Guarantee

For (Name of Bank):

Authorised official:

Date & Bank Seal

Name & Designation





**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**(To be executed on Rs 500/- Non-judicial Stamp Paper)**

**INTEGRITY PACT**

**Between**

The Fertilizers and Chemicals Travancore Limited (FACT), a company formed and registered under the Travancore Companies Act IX to 1114 (Companies Act, 2013) and having its registered office at Eloor, Udyogamandal-683501, Kochi, Ernakulam District, Kerala, hereinafter referred to as "The Principal".

**And**

..... hereinafter referred to as "The Bidder/ Contractor".

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and or/Contractor(s).

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**  
addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s) / Contractor(s)**

(1)The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

**Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 - Independent External Monitor/Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to

**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman and Managing Director, FACT



**Conditions of Contract and Instructions to Bidders (e-Tender)–Single Stage, Two Bid System**

**Section 10 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Contractor signing this “Integrity Pact” shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

\_\_\_\_\_  
(For & On behalf of the Principal )  
Bidder(s)/Contractor(s)  
(Office Seal)

\_\_\_\_\_  
For & On behalf of  
(Office Seal)

Place:  
Date:

Witness 1:  
(Name & Address).....

Witness 2:  
(Name & Address).....

FACT CORPORATE MATERIALS -CONTRACTS	FORM OF BID	Page 1 of 1
TENDER NO: 04031/2020-2021/E21953		ATTACHMENT- II A

Senior Manager (Mat)-C

**Sub: Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

**Ref: Tender No.**

Sir,

Having examined the tender documents for the above named works including Conditions of Tender, Instructions to Bidders and Proforma Contract along with Schedules, we the undersigned offer to carry out the above named works in accordance with the terms and conditions set forth in this tender comprising the following documents:

1. Conditions of Tender and Instructions to Bidders, TPS.
2. Data furnished as per Attachment - II – A to C
3. Proforma Contract along with Schedules A to F, F1,F2 H,J,L, P, Q and Q1
4. Selected deviations if any (Compliance Statement), Vendor Data Form and Master Data.
5. Documents as per Check list including, Earnest Money Deposit.

**Until such time a contract is executed, this tender together with any later or amended tender as may be requested by you, correspondence in writing between the parties and any minutes of discussions shall constitute a binding contract between us.**

Signature of Tenderer : .....

Name & Position : .....

Name & address of Contractor : .....  
.....  
.....

Place & Date : .....

**WITNESS:**

Name : .....

Position : .....

Address : .....  
.....

FACT CORPORATE MATERIALS -CONTRACTS	INFORMATIONS RELATING THE TENDERER	PAGE 1 OF 1
TENDER NO: 04031/2020-2021/E21953		ATTACHMENT- II B

**NAME OF WORK: Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD**

**1. Following certificates to be uploaded online in original/ by Notary attested:**

- i. **Completion Certificate** for satisfying PQ Criteria from customer shall be as per format mentioned in Instructions to Bidders.
  - ii. **Bankers Certificate from a Nationalised / Scheduled bank with Cash Credit and Bank Guarantee limit having validity starting after the date of Enquiry.**
  - iii. **Solvency Certificate of minimum Rs 82 lakhs from a Nationalised / Scheduled bank** having validity from the day of one in which applications are invited indicating amount to which the tenderer is solvent to prove the Financial Capability to carry out the Work tendered for .
  - iv. **Audited Balance Sheet for the last three years ending 31 st March 2019** including Profit & Loss account, Schedules, Notes on accounts, Auditors report, Directors report etc.
  - v. Tenderer shall upload copies of Registration Certificate, PAN card.
2. Attach copies of Work **Order with Schedule of Items of work** as proof for similar Items.
  3. Tenderer shall give **INFORMATION OF SIMILAR WORKS** done during the past seven years for satisfying **PQ Criteria** with name of work, brief scope of work, initial & final contract value Completion period.
  4. Tenderer shall give details of his **PRESENT COMMITMENTS** with details of work, initial contract value, period of completion, name of client, expected date of completion, percentage progress etc.
  5. Tenderer shall submit the details of **CONSTRUCTION PLANT AND EQUIPMENT** available with him for using in this work.
  6. Tenderer shall attach his proposed **SITE ORGANIZATION CHART** in “**FAMILY TREE**” form, showing the number and grades of field supervisory, administrative and craft personnel to be employed in the works.
  7. Tenderer shall attach resumes of all proposed **KEY PERSONNEL** of his organization to be associated with the work, detailing their qualifications and experience over the past 10 years.
  8. Detailed programme of work in **PERT or BAR CHART form or a Statement** form with respect to **FACT’S requirement** high-lighting all important milestones to accomplish satisfactory completion of WORK within the stipulated completion period.

FACT CORPORATE MATERIALS - CONTRACTS	FORM OF BID	Page 1 of 1
TENDER NO: 04031/2020-2021/E21953		ATTACHMENT- II C

**NAME OF WORK: Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

**DETAILS REGARDING INPUT TAX**

1. Whether GST is applicable for this work – Yes/No
2. If Yes, bidder is requested to quote the GST extra as applicable.
3. If No, GST exemption certificate for a declaration that service is outside the preview of GST is attached - Yes/No

Note:

1. Strike off whichever is not applicable
2. GST % provided in BOQ to be entered in respective field in **BOQ**.

**NAME & SIGNATURE OF CONTRACTOR**

## **CONTENTS**

### **ARTICLES**

1. DEFINITIONS
2. PERFORMANCE BOND
3. SCOPE OF SERVICES
4. TIME SCHEDULE
5. TECHNICAL DOCUMENTS
6. FACT-CD'S REPRESENTATIVE
7. CONTRACTOR'S REPRESENTATIVE
8. CONTRACTOR TO INFORM HIMSELF
9. SUPPLIES BY FACT-CD
10. MATERIALS BY CONTRACTOR
11. QUALITY OF WORK
12. INSPECTION BY FACT-CD
13. PRICE
14. TERMS OF PAYMENT
15. CHANGE IN WORK
16. VARIATIONS & OMISSIONS
17. ACCESS TO SITE
18. CONSTRUCTION POWER AND WATER
19. CONSTRUCTION EQUIPMENT
20. ACCOMMODATION AT SITE
21. TESTS ON COMPLETION AND TAKING OVER
22. TEMPORARY STRUCTURES
23. INSURANCE AND LIABILITY FOR DAMAGES
24. WORKING HOURS
25. SAFETY

26. FACT-CD'S REGULATIONS
27. STATUTORY REGULATIONS
28. LAWS RELATING TO LABOUR
29. APPRENTICES ACT
30. WARRANTY AND MAINTENANCE PERIOD
31. GUARANTEES FOR TIME-SCHEDULE
32. DELAY BY FACT-CD
33. SPECIAL CONDITIONS OF CONTRACT
34. SUB-LETTING AND ASSIGNMENT
35. CLAIMS
36. PATENTS
37. SECRECY
38. NON-WAIVER
39. LANGUAGE AND UNIT
40. FORCE MAJEURE
41. SETTLEMENT OF DISPUTES AND ARBITRATION
42. LAWS AND LEGAL JURISDICTION
43. SUSPENSION AND TERMINATION
44. RECOVERY OF DUES FROM CONTRACTOR
45. CONSEQUENTIAL LOSSES
46. EFFECTIVE DATE AND VALIDITY
47. NOTICES AND ADDRESSES
48. FRAUD PREVENTION POLICY
49. ENTIRE AGREEMENT

## SCHEDULES

SCHEDULE – A	- SCOPE OF WORK
SCHEDULE – B	- PROGRAMME OF WORK
SCHEDULE – C	- TECHNICAL DOCUMENTATION
SCHEDULE – D	- SITE CONDITIONS
SCHEDULE – E	- SUPPLIES BY OWNER / FACT-CD
SCHEDULE – F	- SCHEDULE OF RATES FOR EXTRA ITEMS
SCHEDULE – G	- PAYMENT SCHEDULE
SCHEDULE – H	- SITE FACILITIES
SCHEDULE – J	- OWNER'S CONSTRUCTION EQUIPMENT
SCHEDULE – K	-PROCEDURE FOR TESTS
SCHEDULE – L	- PROFORMA BANK GUARANTEE FOR PERFORMANCE BOND
SCHEDULE – N	- PROFORMA FOR RELEASE CERTIFICATE
SCHEDULE – P	- SAFETY PRACTICES
SCHEDULE – Q	- SPECIAL CONDITIONS OF CONTRACT

## ARTICLE-1 DEFINITIONS

The following expressions shall have the meanings specified against the respective item, wherever used in this document, unless repugnant to the context and meaning thereof.

- 1.1 CONTRACT means this Agreement including the Articles, Schedules, Annexes and Appendices as listed in the List of Titles forming part hereof and any written amendments thereto executed by authorized signatories on behalf of the parties hereto.
- 1.2 'DATE OF CONTRACT' means the Date on which CONTRACT is signed by either party after signature by the other
- 1.3 'WORK' means all duties, responsibilities and obligations to be discharged by CONTRACTOR pursuant to CONTRACT.
- 1.4 'EQUIPMENT' means any item of plant and machinery, equipment accessory or thing supplied by FACT-CD to be erected /installed by CONTRACTOR.
- 1.5 'PROJECT' means the facility being set up by OWNER as per details and location in SCHEDULE-D.
- 1.6 'SITE' means the land in possession of OWNER where PROJECT is being set up and WORK is to be performed by CONTRACTOR.
- 1.7 'INITIAL CONTRACT PRICE' means the value of WORK contracted initially as per SCHEDULE- F and excluding value of EQUIPMENT, services and any material provide by FACT-CD free of cost to CONTRACTOR.
- 1.8 'CONTRACT PRICE' means the aggregate sum payable by FACT-CD to CONTRACTOR for work performed as per CONTRACT but excluding value of EQUIPMENT, services and any material provided by FACT-CD free of cost to CONTRACTOR.
- 1.9 'FACT-CD'S REPRESENTATIVE' shall have same meaning as defined in Article-6,1 hereof.
- 1.10 'ENGINEER-IN-CHARGE' shall have same meaning as defined in Article -6.2 hereof.
- 1.11 CONTRACTOR'S REPRESENTATIVE' shall have the same meaning as defined in Article-7 hereof.
- 1.12 'ZERO DATE' means the date on which CONTRACTOR'S responsibilities for time-schedule commences as defined in Article -4.1.

## ARTICLE-2 PERFORMANCE BOND (SECURITY DEPOSIT-(SD))

- 2.1 Within fifteen (15) days of the ZERO DATE, CONTRACTOR shall provide FACT with a Bank Guarantee as per Proforma given in SCHEDULE-L hereof, from a Nationalized Bank in India for a sum calculated at ten (10) percent of the initial Contract Price, towards security for due and faithful

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 5 of 32</b>
--	---	-----------------------------	---------------------

performance of CONTRACTOR. The Bank Guarantee shall be kept valid until all obligations of CONTRACTOR including the warranties vide Article-30 are fulfilled and a discharge certificate is issued by FACT-CD.

- 2.2 However, in case the amount of Performance Bond/ SD is less than Rs.5,000- CONTRACTOR shall deposit with FACT either in cash or as Demand Draft drawn in favour of FACT Udyogamandal and payable at State Bank of India, Kochi or at the State Bank of India. Udyogamandal, Kerala State, for a sum calculated at ten (10) percent of the initial Contract Price in lieu of the Bank Guarantee referred to in Article - 2.1 within 15 days of ZERO DATE. No interest is payable by FACT-CD to CONTRACTOR for such deposits.

### ARTICLE-3 SCOPE OF SERVICES

- 3.1. CONTRACTOR shall carry out WORK as described in detail in SCHEDULE - A - Schedule of Work, all in conformity with the drawings, specifications, codes, standards and instructions provided by FACT-CD from time to time or specified herein as applicable.
- 3.2. CONTRACTOR'S responsibility includes preparation of any detailed working drawings, cutting diagrams, fabrication drawings and / or such other technical documentation as may be necessary to elaborate the information provided by FACT-CD in the manner described in Article - 5.4 hereof.
- 3.3. CONTRACTOR shall also purchase and provide for use in carrying out WORK, pre-fabricated or otherwise, such items of materials and supplies as are required for carrying out WORK in addition to EQUIPMENT and materials directly provided by FACT-CD.
- 3.4. The quantities indicated in SCHEDULE - A and / or Schedule - F are only approximate and CONTRACTOR shall carry out all items of WORK in required quantities as per drawings and specifications provided by FACT-CD, subject to provisions of Article -15 hereof.
- 3.5. Work shall be executed with all due diligence, in the manner specified herein, to the satisfaction of FACT-CD'S REPRESENTATIVE within the time schedule agreed to herein for the respective item. CONTRACTOR shall post at SITE appropriate number of qualified and competent supervisory staff for day-to day supervision of work.
- 3.6. Workmen engaged by CONTRACTOR shall be qualified, experienced and competent for the respective item of works and will be subject to craft-test prescribed by ENGINEER - IN -CHARGE. Where necessary, supervisors and workmen engaged by CONTRACTOR shall hold licences / permits for carrying out the respective work.
- 3.7. CONTRACTOR further undertakes to co-operate with FACT-CD as well as other Contractors appointed by FACT-CD and operating at SITE and agrees to freely exchange technical information as may be reasonably asked for by FACT-CD.

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 6 of 32</b>
--	---	-----------------------------	---------------------

#### ARTICLE-4 TIME-SCHEDULE

- 4.1. CONTRACTOR shall carry out work in a phased manner and hand over the respective items to FACT-CD after carrying out such tests as are prescribed herein within the programme given in SCHEDULE B - PROGRAMME OF WORK. The responsibilities of CONTRACTOR in respect of programme vide SCHEDULE - B will be effective from the date on which Letter of Intent has been issued by FACT-CD and indicated as 'ZERO DATE' in the said SCHEDULE - B, provided that FACT-CD gives CONTRACTOR, any mobilisation advance if agreed to herein within 15 days of receipt from CONTRACTOR the related invoice along with the Performance Bond vide Article - 2 hereof and the Bank Guarantee towards Security for such advance payment vide Article -14 hereof both in the prescribed Proforma.
- 4.2. Time is the essence of CONTRACT and CONTRACTOR understands the necessity of achieving the stage-wise targets in the specified sequence as set-forth in SCHEDULE - B and hereby undertakes to mobilise the required resources and exercise due diligence to adhere to them. During the implementation of CONTRACT, FACT-CD may issue to CONTRACTOR, where applicable, instructions/ requirements in respect of priorities and sequence in the overall interest of the PROJECT and CONTRACTOR shall fully co-operate with FACT-CD in following these instructions and submit to FACT-CD detailed working programmes for achievement of these, which shall be reviewed and approved by ENGINEER - IN - CHARGE.
- 4.3. Within 30 days of ZERO DATE, CONTRACTOR shall give to FACT-CD in triplicate a detailed programme for assembling materials, submission of fabrication drawing/cutting diagrams, etc. mobilisation of Construction Equipment, Tools and Tackles, mobilisation of skilled and unskilled labour in various categories / disciplines at various phases of work, pre-fabrication in shop, pre-fabrication at SITE, assignment of supervisory personnel and such other activities, matching with the Programme of work vide SCHEDULE - B. In the event FACT-CD is not satisfied that the programme proposed by contractor is adequate to meet targets set forth in SCHEDULE-B, CONTRACTOR shall modify the programme suitably to the satisfaction of FACT-CD and carry out the activities accordingly.
- 4.4. CONTRACTOR recognizes possibility of inclement weather conditions at SITE and agrees to take all reasonable precautions and measures necessary to permit execution of WORK as per agreed programme despite such adverse conditions and CONTRACTOR shall not be entitled for any additional payment what so ever, on this account.
- 4.5. CONTRACTOR shall not be entitled for extension of time - schedule for any reason whatsoever except as provided in Articles -15.7,32.2 and 40.3 hereof.

	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 7 of 32</b>
--	---	-----------------------------	---------------------

#### ARTICLE-5 TECHNICAL DOCUMENTS

- 5.1. The Technical Documents enclosed as part of SCHEDULE - C hereof are, unless otherwise specified, preliminary and typical and are intended only to generally represent the nature of WORK to be executed. FACT-CD will be issuing to CONTRACTOR, from time to time, final and more detailed drawings and documents as are listed in SCHEDULE-C as also new drawings whenever necessary to depict the scope of work. CONTRACTOR shall execute WORK only based on documents bearing the stamp" GOOD FOR CONSTRUCTION".
- 5.2 Documents once issued by FACT-CD for construction may subsequently be revised without prejudice to Article -15 hereof; and as soon as the revised issues are received CONTRACTOR shall withdraw the previous issue from the field and return to FACT-CD for cancellation.
- 5.3 CONTRACTOR shall carryout the WORK in strict conformity with the drawings, specifications and such other documents and instructions provided by FACT-CD and standards and codes of practice prescribed by FACT-CD for the respective items of WORK. Where FACT-CD'S own standards are referred to, the same will be provided by FACT-CD; but where other published standards/codes of practice are prescribed, CONTRACTOR shall make own arrangements to be equipped with copies of such documents for use in execution of WORK and failure to do so shall be deemed negligence in performance of CONTRACT. In the event of any conflict or contradiction between any two or more of the documents provided by FACT-CD or between such documents and the prescribed codes/standards, CONTRACTOR shall bring the same to the attention of ENGINEER - IN CHARGE as soon as it is noticed by CONTRACTOR; and the decision of the ENGINEER - IN CHARGE shall be followed.
- 5.4 Wherever necessary CONTRACTOR shall prepare detailed working drawings, cutting diagrams, fabrication drawings and/ or such other technical documents all in conformity with Technical Information provided by FACT-CD and as may be necessary for execution of WORK and submit same to FACT-CD in required number of copies well in advance in commencement of related WORK. FACT-CD shall return one copy to CONTRACTOR with comments, if any, within Ten (10) working days of receipt from CONTRACTOR and CONTRACTOR shall execute WORK only based on documents reviewed / approved by FACT-CD. However, CONTRACTOR is solely responsible to ensure that WORK is executed as per designs, drawings, specifications and other technical information provided by FACT-CD and review /comments by FACT-CD in the aforesaid manner of CONTRACTOR'S ACTOR'S documents shall not absolve CONTRACTOR of his responsibility
- 5.5 Installation of special items of EQUIPMENT shall be taken up only after thorough study of Manufacturer's instructions for handling, assembly and installation, detailed circuit diagram, etc. as may be applicable as per SCHEDULE - A and where such information is not received CONTRACTOR shall ask for the same.

#### ARTICLE-6 FACT-CD'S REPRESENTATIVE

- 6.1 All obligations under CONTRACT shall, unless otherwise specifically mentioned, be carried out through Engineer-in-charge. The Engineer-in-charge at SITE shall be FACT-CD'S REPRESENTATIVE, and shall represent FACT-CD for all matters concerning this CONTRACT except as otherwise provided herein.
- 6.2 All instructions and orders to CONTRACTOR shall be issued by FACT-CD'S REPRESENTATIVE and /or an ENGINEER - IN CHARGE nominated by him and communicated in writing to CONTRACTOR'S REPRESENTATIVE, if available at SITE or to CONTRACTOR at the address given in Article - 47. WORK shall be executed under direction and to the satisfaction of the ENGINEER - IN CHARGE, all in accordance with the provisions. CONTRACTOR shall proceed with WORK in accordance with the decisions, orders and / or instructions issued by FACT-CD'S REPRESENTATIVE or the ENGINEER - IN - CHARGE provided that,
- i) If the CONTRACTOR shall without undue delay after being given a decision, order or instruction otherwise than in writing, require it to be confirmed in writing, such decision, order or instruction shall not be effective until written confirmation thereof has been received by CONTRACTOR, and
  - ii) If the CONTRACTOR disagrees with or questions a written decision, order or instruction given by ENGINEER - IN CHARGE he may give notice in writing to ENGINEER - IN CHARGE within seven (7) days of receipt of such decision, order or instruction stating reasons there for; but issue of such notice shall not relieve CONTRACTOR of the obligation to proceed with WORK in accordance with the decision, order or instruction in respect of which the notice has been issued, without prejudice to other remedial measures provided herein.
- 6.3 FACT-CD may change the FACT-CD'S REPRESENTATIVE and/or ENGINEER IN CHARGE at any time, and shall inform CONTRACTOR promptly, in writing, of such changes.

#### ARTICLE-7 CONTRACTOR'S REPRESENTATIVE

- 7.1 CONTRACTOR shall be represented at SITE by a technically qualified, competent and experienced Engineer whose name along with qualification and experience shall be intimated to FACT-CD in writing at least 2 weeks prior to commencement of CONTRACTOR'S activities at SITE for approval by FACT-CD. The said representative shall be present at SITE during working hours and any orders, instructions or other communications delivered to him by FACT-CD, FACT-CD'S REPRESENTATIVE and / or ENGINEER- IN - CHARGE shall be deemed to have been received by CONTRACTOR.
- 7.2 Any communication received by FACT-CD from CONTRACTOR'S REPRESENTATIVE shall be deemed issued by CONTRACTOR and shall be binding on CONTRACTOR.
- 7.3 CONTRACTOR shall not change the Representative at SITE without prior written approval of FACT-CD.

## ARTICLE –8 CONTRACTOR TO INFORM HIMSELF

- 8.1 Certain information pertaining to SITE and considered relevant for the execution of WORK are given in SCHEDULE - D - SITE CONDITIONS. Some of the information given therein are likely to be typical and are intended only to give a general idea about SITE. CONTRACTOR is deemed to have visited the SITE and the locality and to have gathered clear idea of the locality, weather conditions, access to SITE space availability, sub - soil conditions, availability of materials, availability and terms of service by labour and such other information that may have influence on execution of WORK.
- 8.2 CONTRACTOR is deemed to have carefully examined specifications, schedules and drawings and also to have satisfied himself on the nature and extend of WORK to be executed before submission of a tender and entering into CONTRACT.

## ARTICLE-9 SUPPLIES BY FACT-CD

### 9.1 EQUIPMENT

- 9.1.1 EQUIPMENT and any materials to be provided by FACT-CD will be issued by FACT-CD and handed over to CONTRACTOR at the place of storage. Place of storage will be FACT-CD'S store at SITE or the open storage yard at SITE or at ground level near the plant premises where EQUIPMENT is to be erected depending upon FACT-CD'S convenience and all moving and handling from the place of storage to the actual place of WORK or the basement on which EQUIPMENT is to be erected, is to be carried out by CONTRACTOR.
- 9.1.2 It is likely that EQUIPMENT stored out-door are in the packing case and CONTRACTOR shall have to open the packing cases and inspect the items before taking over.
- 9.1.3 EQUIPMENT items, which are shipped in parts, will have to be assembled by CONTRACTOR prior to installation. Any special tools provided by Manufacturer for this purpose will be made available to CONTRACTOR against appropriate receipt; but all other tools and tackles will have to be provided by CONTRACTOR. Special tools, if any provided by FACT-CD shall be returned to FACT-CD immediately after use.
- 9.1.4 EQUIPMENTS shall be handled by CONTRACTOR very carefully in a professional and workman like manner. In the event of any damage to EQUIPMENT or part thereof due to negligence or use of wrong tool or wrong practices in dismantling, handling, assembling and / or installation or careless storage after taking over by CONTRACTOR, CONTRACTOR shall not only be liable to pay the cost of repair/ replacement but also liquidated damages vide Article - 31 hereof for delay in completion of the related WORK beyond the guaranteed date to the extent such delay as occurred on account of repair/ replacement.

### 9.2 MATERIALS

- 9.2.1 Materials issued by FACT-CD (if any as per contract) for use in fabrication / installation by CONTRACTOR are listed in SCHEDULE-E.

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 10 of 32</b>
--	---	-----------------------------	----------------------

- 9.2.2 Materials will be issued to CONTRACTOR from FACT-CD'S Store at SITE against appropriate indent in the form provided by FACT-CD, countersigned by the ENGINEER - IN- CHARGE and transport from store to place of WORK will have to be done by CONTRACTOR. CONTRACTOR shall hold such material in safe custody and shall maintain proper accounts of its use. Such accounts shall be available for inspection by FACT-CD, if required. No material shall be removed from SITE without written approval of FACT-CD.
- 9.2.3 Materials will be issued only during normal working hours of the SITE Store.
- 9.2.4 The maximum cutting allowance and wastages permissible for each item of material is shown in SCHEDULE - Q. CONTRACTOR is not entitled to receive from FACT-CD quantities in excess of those legitimately required including the cutting allowance and wastages and FACT-CD may refuse issue of excess quantities required consequent to wastage in any manner by CONTRACTOR. In such cases CONTRACTOR may have to make his own arrangements for the additional quantities, required at his own cost and carry out WORK within the agreed time. However, FACT-CD may issue such additional quantities, if available, and recover from the bills of CONTRACTOR at rate specified for this purpose in SCHEDULE – E in the absence of such rates at FACT-CD'S book value or market rate whichever is higher, plus 15% thereof.
- 9.2.5 In case of urgency, FACT-CD may at the request of CONTRACTOR and at the sole discretion of FACT-CD issue to CONTRACTOR any material required for the WORK but not included in SCHEDULE - E and cost of such issues shall be paid by CONTRACTOR to FACT-CD'S account in advance at price specified by FACT-CD.
- 9.2.6 Any excess materials drawn by CONTRACTOR, but not used in WORK shall be returned to FACT-CD'S Store at SITE and receipt obtained; and credit will be given for the quantity so returned.
- 9.2.7 CONTRACTOR shall return to FACT-CD the cut pieces and scraps of material issued by FACT-CD as well as any containers in which they are issued. Such items shall be properly accounted and delivered at the dump-yard at SITE indicated by FACT-CD and no credit will be given to CONTRACTOR on this account.
- 9.2.8 In case it is observed that CONTRACTOR has used materials in quantity less than what is legitimately required, and the ENGINEER - IN CHARGE is not satisfied with the reason given by CONTRACTOR, CONTRACTOR shall have to dismantle the work so executed and re-do the same at no cost to FACT-CD. In any case the contract price will be adjusted for such short - usage.
- 9.2.9 FACT-CD gives no assurance that material to be issued by FACT-CD will be readily available as and when indented by CONTRACTOR, CONTRACTOR is advised to give a monthly programme of his requirement for each calendar month at - least 30 days prior to the first of the calendar month. This programme should indicate the expected requirement in sizes, and quantities and the dates on which required. If CONTRACTOR fails to take such advance action, he shall not be entitled for any extension of time - schedule consequent to delay by FACT-CD in issue of materials, even if such delay has affected WORK.

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 11 of 32</b>
--	---	-----------------------------	----------------------

#### ARTICLE-10 MATERIALS BY CONTRACTOR

- 10.1 CONTRACTOR shall procure in time at his own cost and use in WORK all materials required in carrying out WORK other than EQUIPMENT and materials issued by FACT-CD vide Article - 9 hereof. Materials so procured and brought to SITE shall be stored by CONTRACTOR at place allotted for the purpose by ENGINEER - IN - CHARGE and security arrangements shall be made by CONTRACTOR. CONTRACTOR shall provide such materials in sufficient quantities and in time so that WORK can be proceeded with uninterruptedly and shall take advance action in procurement of items, which are in scarce supply or availability of which are seasonal.
- 10.2 Materials provided by CONTRACTOR shall be brand new and of specification agreed to herein or as approved by ENGINEER - IN - CHARGE. Materials brought to SITE shall be used in WORK only after approval by ENGINEER - IN - CHARGE and if so required by him, CONTRACTOR shall provide test certificates and / or samples for verifying the quality. Mill certificates covering physical and analytical tests are to be produced as called for by ENGINEER - IN-CHARGE at no extra cost. If any further tests are to be carried out CONTRACTOR shall arrange for the same at no additional cost to FACT-CD. CONTRACTOR shall declare the manufacturer's name of such materials and provide, if asked for, evidence relating to the source and purchase there from. Decision by ENGINEER - IN - CHARGE shall be final and binding on CONTRACTOR in respect of whether the material provided is conforming to agreed specification or not.
- 10.3 Rejected material shall be removed by CONTRACTOR from SITE immediately.
- 10.4 Approval by ENGINEER - IN - CHARGE or any other representative of FACT-CD shall not relieve CONTRACTOR of his responsibility to use material of specified quality suitable for WORK and re- work necessitated consequent to use of sub-standard materials shall be promptly carried out by CONTRACTOR, free of cost to FACT-CD, irrespective of whether the item was approved by FACT-CD or not.

#### ARTICLE- 11 QUALITY OF WORK

- 11.1 CONTRACTOR shall execute WORK in the most substantial, professional and workman -like manner in full conformity to the drawing and specifications and instructions provided by FACT-CD.
- 11.2 CONTRACTOR shall be responsible for the dimensional accuracy of WORK carried out within the measurement tolerance specified. In case where no measurement tolerance is specified, decision of ENGINEER - IN - CHANGE shall be final in respect of whether an item of WORK carried out conforms to required standard of dimensional accuracy or not.
- 11.3 Any designs carried out by CONTRACTOR shall be done in a professional and engineer - like manner in conformity with applicable standards and codes of practice.
- 11.4 CONTRACTOR shall be responsible to ensure that WORK executed conforms to applicable statutory regulations in force on the date on which Letter of Intent is issued by FACT-CD. In the event of any change in such statutory regulations or any new regulations becoming effective after the date of Letter of Intent that have influence on WORK, CONTRACTOR shall promptly notify FACT-CD of the consequent changes required

in WORK and its impact, if any, on cost and time - schedule agreed to herein and the provisions of Article -15 hereof will thereafter apply

#### ARTICLE-12 INSPECTION BY FACT-CD

- 12.1 ENGINEER - IN - CHARGE or any other designated representative of FACT-CD shall at all reasonable times be entitled to inspect WORK or any part thereof. CONTRACTOR shall provide all necessary assistance to FACT-CD and shall make available all necessary scaffolding, tools and testing equipment to enable FACT-CD to carry out such inspection /tests. CONTRACTOR shall uncover any part of WORK or make openings for inspection as ENGINEER - IN - CHARGE may direct and make good such part to the reasonable satisfaction of FACT-CD.
- 12.2 On receiving notice from CONTRACTOR that WORK or part thereof is ready for inspection, ENGINEER - IN -CHARGE shall without unreasonable delay attend for the purpose of inspecting the related item of WORK. When tests are completed satisfactorily, CONTRACTOR shall give the test - certificates within Five (5) days of completion of tests of signature by ENGINEER - IN - CHARGE. ENGINEER - IN - CHARGE may waive at his discretion, right to attend any tests; but this shall not relieve CONTRACTOR of his responsibility to carry out necessary tests at each stage of WORK and provide the test - certificates.
- 12.3 Whenever it is necessary to cover up any item or WORK in respect of which previous inspection is desired and CONTRACTOR has been notified accordingly in writing, CONTRACTOR shall give five (5) days notice in writing to ENGINEER - IN - CHARGE before the said item is covered up. No such WORK shall be covered up or built upon unless it has been inspected and approved by ENGINEER - IN - CHARGE or his consent in writing to this being done without prior inspection has been obtained.
- 12.4 CONTRACTOR will, if so required by FACT-CD, provide specified numbers of test certificates, material analysis certificates and / or radiographic examination reports at no extra cost.
- 12.5 All tests shall be carried out as per procedure agreed to herein. If no such procedure is agreed to herein the procedure laid out in applicable standards / codes and as approved by ENGINEER - IN - CHARGE shall be followed. If in the opinion of ENGINEER - IN - CHARGE any tests carried out is not properly conducted, CONTRACTOR shall have to re - do the same at no additional cost to FACT-CD.
- 12.6 If in the opinion of ENGINEER - IN - CHARGE results of any tests carried out is not reasonably satisfactory, he may reject the portion of WORK for which the test is not satisfactory and CONTRACTOR shall dismantle the rejected portion and re - do the same at no additional cost and such repair/ re - work shall be subjected to further inspection/test in the above - said manner.
- 12.7 That an item of WORK has been approved at the time of setting out or in stage - wise inspection /test does not relieve CONTRACTOR of his responsibilities under Article - 21 and Article – 30 thereof.
- 12.8 FACT-CD reserves the right to engage or for participation of representatives of FACT-CD'S Licensor or collaborator or any third party inspection agency that FACT-CD may appoint for the

purpose, in inspection and testing of WORK and such representative may exercise with CONTRACTOR such authorities as FACT-CD may delegate to them.

#### ARTICLE-13 PRICE

- 13.1 In consideration of WORK, FACT-CD shall pay CONTRACTOR the sum specified in SCHEDULE - F- PRICES. The sum specified in SCHEDULE - F include all costs to CONTRACTOR in carrying out WORK except cost of any material to be issued free of cost by FACT-CD vide Article - 9 hereof.
- 13.2 The price specified in SCHEDULE - F is inclusive of all costs such as labour, materials to be supplied by CONTRACTOR, materials to be provided by FACT-CD at CONTRACTOR'S cost, supervision, incidental charges such as loading and unloading, hoisting, setting out, temporary facilities, protective works, safety measures, tools and implements, construction equipment, hire charges of construction equipment provided by FACT-CD, royalties, licenses, testing and calibration, removal of debris and clearing SITE on completion of WORK and maintenance of WORK required hereunder and any other cost incidental to carrying out WORK.
- 13.3 Without prejudice to provisions under Article -15, all prices shall remain firm till completion of WORK and shall not be subject to escalation of any description including those on account of delays due to Force Majeure, unless otherwise stated in SCHEDULE - F.
- 13.4 The price specified in SCHEDULE - F includes all Royalties, taxes, octroi, duties, levies and licence fees that CONTRACTOR may have to incur in performing WORK including purchase of materials to be provided by CONTRACTOR. It is understood that CONTRACT is a "WORKS CONTRACT" and is inclusive of Sales Tax / Value Added Tax /GST on the consideration receivable by CONTRACTOR, as also the Cess payable under The Building and Other Construction Workers Welfare Cess Act, 1996.
- 13.5 The OWNER shall have the right to recover an amount equal to the Sales Tax on Works Contracts / Value Added Tax, /GST due in accordance with the provisions of the relevant Sales Tax Acts / Value Added Tax Act from every payment made to the CONTRACTOR including advance and remit the same to the respective assessing authorities under the Act. However, any CONTRACTOR who pays tax regularly in accordance with the rules and produces a certificate issued by the assessing authority to that effect, will be paid the contract amount without deduction of the Sales Tax / VAT/ GST due on the contract for the period and to the extend or for the Works Contract, specified in the certificate.
- 13.6 Amounts specified in SCHEDULE - F are subject to deduction of Income Tax and FACT-CD shall withhold from the same such amount as is due at rates prevailing at the time of payment and remit the same to income tax authorities to the account of CONTRACTOR and provide CONTRACTOR with appropriate certificate of tax deduction. Any statutory variation in the rate of deduction of income tax shall not lead to any adjustment in Price.

#### ARTICLE-14 TERMS OF PAYMENT

FACT-CD shall make payments to CONTRACTOR in instalments as specified in

##### SCHEDULE -G PAYMENT SCHEDULE

- 14.1 CONTRACTOR shall make all claims in the standard printed bill form prescribed by the FACT-CD and claims shall be serially numbered. Claims shall be made in triplicate copies and shall be submitted to the ENGINEER - IN CHARGE.
- 14.2 In case mobilisation advance is agreed to in SCHEDULE - G, CONTRACTOR shall submit along with the invoice a Bank Guarantee from a Nationalist Bank in India, in the Proforma vide SCHEDULE - M and payment will be made within 15 days of receipt of the said documents.
- 14.3 Claims for part - payments shall not be more frequent than once a month. Any deduction to be made for materials issued by FACT-CD or for hire charges of construction equipment provided by FACT-CD will be deducted from the respective part bill and CONTRACTOR shall show such deductions also in the bill.
- 14.4 All part - payments shall be treated as payments on account and not as value of WORK done and on satisfactory completion of WORK and issue of taking over certificate CONTRACTOR will be paid the total amount due after deduction of any liquidated damages due under CONTRACT, less payments already made and any other recoveries due from the CONTRACTOR.

#### ARTICLE-15 CHANGE IN WORK

- 15.1 Any modification in specification and / or quantity of WORK due to any of the following reasons will constitute a CHANGE IN WORK.
  - i) Increase or decrease in quantity of WORK as per final designs provided by FACT-CD as compared to those specified in SCHEDULE - F hereof, hereinafter referred to as "Variation in Quantity"
  - ii) Variation in specifications for any item of WORK as per final design given by FACT-CD as compared to SCHEDULE - F hereof or consequent to changes made after date of Letter of Intent in applicable statutory regulations hereinafter referred to as "Variation in Specification"
  - iii) Any new items of WORK not specified or included in SCHEDULE - A and for which any price or rate of cost is not specified in SCHEDULE - F hereinafter referred to as "Extra Item".
  - iv) Any re-work necessitated by change in design by FACT-CD of an item of WORK already executed by CONTRACTOR as per CONTRACT, hereinafter referred to as "Requested Re-work".

Any modification or re-work executed by CONTRACTOR by way of rectification of mistakes or making good defective WORK shall not be treated as CHANGE IN WORK.

- 15.2 In the case of "Variation in Quantity" of an item of WORK the Contract value for the item shall be adjusted pro-rata. In case aggregate increase or decrease in value of Contract due to Variation in Quantity and / or any other reason exceeds 25% of the Initial Contract Price as per Schedule - F the adjustment in price for such variations beyond the Initial 25% margin shall be discussed and agreed between the parties. However, CONTRACTOR'S prices shall be firm for variation up to (+) 25% of Initial Contract value.
- 15.3 In the event CONTRACTOR is called upon to carry out WORK with variation in specification but generally falling within the categories of WORK covered by CONTRACT, CONTRACTOR shall carry out the related CHANGE IN WORK without any extension of time-schedule. However, the price payable for the items affected by said variation in specification shall be determined based on rates agreed to in CONTRACT for other similar items; and in the absence of agreed rates for similar items it shall be determined in such manner as is specified for the purpose in SCHEDULE - F.
- 15.4 If CONTRACTOR is called upon to carry out any extra item, consideration receivable by CONTRACTOR for extra items shall be determined in the same manner as specified in Articles 15.3 above.
- 15.5 In the event CONTRACTOR is called upon to carry out any Requested Re-work, he shall be compensated for any dismantling, demolishing or reconstruction as is applicable and determined in the same manner as provided in Article 15.3 above
- 15.6 Notwithstanding the above, if specific provisions are made for the adjustment of price or method of determining the same in SCHEDULE - F or the Special Conditions of contract vide SCHEDULE - Q provisions therein shall prevail over such provisions in the Article -15 which are in conflict with them.
- 15.7 In the event CHANGE IN WORK is of a substantial nature and is likely to affect CONTRACTOR'S obligations in respect of Time Schedule, CONTRACTOR shall request ENGINEER - IN - CHARGE in writing of any extension of time schedule require giving reasons therefore as such extension shall be effective only when approved by FACT-CD.

#### ARTICLE –16 VARIATIONS & OMISSIONS

- 16.1 CONTRACTOR shall not alter any of WORK except as directed in writing by ENGINEER - IN-CHARGE. FACT-CD shall have full powers during execution of CONTRACT to alter, amend, omit, add or otherwise vary WORK, from time to time by issue of written notice therefore to CONTRACTOR and CONTRACTOR shall carry out such variations and be bound by CONTRACT so far as applicable as though the said variation is stated in CONTRACT. In case, in the opinion of CONTRACTOR, the said variation will involve an increase or decrease in the Contract Price or any of the other obligations of CONTRACTOR hereunder, subject to provisions under Article -15, CONTRACTOR shall within seven (7) days of receipt of the said notice advise ENGINEER - IN - CHARGE of that effect and only on receipt of written acceptance of same from ENGINEER - IN - CHARGE, CONTRACTOR shall give effect to the requested variation.
- 16.2 The difference in Contract Price; if any, occasioned by such variations shall be added to or decreased from the Contract price and paid in the same manner as Contract Price.

#### ARTICLE-17 ACCESS TO SITE

- 17.1 FACT-CD shall provide CONTRACTOR access to SITE and place within SITE where WORK is to be performed at all reasonable times, subject to Article - 24 and 26 hereof. Unless specified elsewhere to the Contrary, FACT-CD shall also provide suitable road for transport of EQUIPMENT and Materials from the nearest public thoroughfare or FACT-CD'S Store to the place of work. Any approach road, bridges over trenches, ladders or such other means of access required in the area of work shall be made by CONTRACTOR at no cost to FACT-CD.
- 17.2 The access to SITE or place of work shall not be exclusive to CONTRACTOR but only such as to enable him to execute WORK. FACT-CD reserves the right to grant access to SITE and place of WORK to other contractors engaged by FACT-CD for carrying out work relating to PROJECT and CONTRACTOR shall fully co-operate with such other contractors and carry out WORK without causing any hardship to others. FACT-CD'S representatives and / or representative of any third - party engaged by FACT-CD for inspection and/ or any statutory authorities shall at all reasonable times have access to SITE and place of work.
- 17.3 Access to SITE granted herein shall not be construed as grant of any right of possession or Title to CONTRACTOR over SITE or part thereof.

#### ARTICLE-18 CONSTRUCTION POWER & WATER

- 18.1 FACT-CD shall provide CONTRACTOR with supply of electric power at nominal supply voltage of 415 V in 3 phase 50 C/s, 4 wire system at one point at the outgoing terminals of OWNER'S / FACT-CD'S switchgear in the manner and for the purposes specified in SCHEDULE-H.
- 18.2 CONTRACTOR shall make his own arrangements to lay cables along such routes and in such manner as ENGINEER - IN - CHARGE approves and to distribute the power to various consuming units and lighting system installed by CONTRACTOR, all in accordance with applicable statutory rules and regulations, CONTRACTOR shall apply for, pay any fees related thereto and obtain statutory approvals for such installations that CONTRACTOR sets up and engage, where necessary, licensed electricians for attending to operation and up-keep for the said installation.
- 18.3 OWNER / FACT-CD shall provide CONTRACTOR with supply of water for use in WORK carried out at SITE at one point in a manner and for the purposes as specified in SCHEDULE - H. CONTRACTOR shall make his own arrangements for laying pipelines from the above point to place of WORK and for distribution therein along a route and in manner approved by ENGINEER - IN - CHARGE. CONTRACTOR shall ensure that the installations made by CONTRACTOR are leak proof and that proper valves are provided at all distribution points in order to avoid any wastage of water. For use

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 17 of 32</b>
--	---	-----------------------------	----------------------

in higher elevations necessary surface tank and pumping arrangements shall be provided by CONTRACTOR at his cost.

- 18.4 Supply of power and water by OWNER / FACT-CD in the above - said manner is free of cost to CONTRACTOR. FACT-CD shall endeavour to maintain supply of power and water uninterruptedly so that WORK can be proceeded with without interruption. However, in the event of any interruption in these supplies for short intervals of time due to any repair or maintenance of FACT-CD'S supply system or due to extraneous reasons, CONTRACTOR shall fully co-operate by re-scheduling the day's WORK and shall not be entitled for any extension of Time -Schedule or compensation for idle wages.

#### ARTICLE-19 CONSTRUCTION EQUIPMENT

- 19.1 CONTRACTOR shall provide all tools, tackles, hoisting equipment, safety appliances, ladders, scaffolding, test equipment and such other facilities as are required for carrying out WORK and OWNER / FACT-CD does not undertake to provide any such facility except as provided hereunder CONTRACTOR'S equipment shall be used solely for the purpose of WORK and shall not be removed from SITE by CONTRACTOR without written permission of OWNER.CONTRACTOR shall be responsible to maintain and safeguard CONTRACTOR'S equipment against damage or loss.
- 19.2 Construction equipment available with OWNER / FACT-CD and the hire charges for each are described in SCHEDULE - J. These equipments will be operated by FACT-CD'S crew and the hire changes include all running expenses. The hire changes will be reckoned for the period commencing with the time at which it is released for use by CONTRACTOR up to time when it is released by CONTRACTOR or time up to which CONTRACTOR has intended for his use whichever is later.
- 19.3 Construction equipments available with OWNER/FACT-CD are limited and are intended for the common use of the PROJECT and FACT-CD does not undertake .to place these at the disposal of CONTRACTOR without specific prior commitment. CONTRACTOR shall discuss with ENGINEER - IN - CHARGE the requirements and programme of use well in advance and the equipment will be made available only during such times as the ENGINEER - IN - CHARGE agrees to. That FACT-CD'S construction equipment was not available in the time or for adequate duration shall not entitle CONTRACTOR for any increase in price or extension of Time - Schedule unless agreed to otherwise in SCHEDULE - F and in such cases CONTRACTOR shall have to make his own alternative arrangements.
- 19.4 FACT-CD'S construction equipment placed at the disposal of CONTRACTOR shall be used by CONTRACTOR only for the purposes they are intended for and within its prescribed limits of application and CONTRACTOR shall be liable to bear cost of repair / replacement in case of any damage due to misuse or wrong application.

#### ARTICLE-20 ACCOMMODATION AT SITE & COMMUNICATION FACILITIES

- 20.1 FACT-CD does not undertake to provide any covered area or protected accommodation of any kind for use by CONTRACTOR for office, store, shop or residential accommodation.

- 20.2 FACT-CD shall allot levelled ground at convenient place in SITE within reasonable distance of the place of WORK where CONTRACTOR may build temporary structures for site office, store and fabrication shop and CONTRACTOR shall make arrangements for fencing and security. CONTRACTOR shall also make suitable arrangements for sanitation and hygiene in the place allotted to CONTRACTOR.
- 20.3 CONTRACTOR shall make his own arrangements for residential accommodation of staff and workmen, facilities for food and canteen and shall not set up any hutments, barracks or other form of residential units at any place within SITE or on other land belonging to OWNER/FACT-CD unless specifically agreed to.
- 20.4 CONTRACTOR shall make his own arrangements for any telephone / telex communication facilities he needs in carrying out WORK. In case of emergency, FACT-CD may permit use of available facility for which charges if any shall be borne by CONTRACTOR.

#### ARTICLE-21 TESTS ON COMPLETION & TAKING OVER

- 21.1 CONTRACTOR shall give ENGINEER-IN-CHARGE fifteen (15) days notice in writing of the date on which he will be ready to carry out tests specified in SCHEDULE-A for the WORK or section of WORK if WORK is so divided in SCHEDULE-A. Unless otherwise agreed, these tests shall take place within ten (10) days after the date so notified by CONTRACTOR on such day / days as ENGINEER-IN -CHARGE notifies CONTRACTOR in writing. Tests shall be held as per procedure laid out in SCHEDULE-K hereof and within three (3) days of completion of tests CONTRACTOR shall submit to ENGINEER-IN-CHARGE three (3) copies of the report of the tests for his approval.
- 21.2 If in the opinion of ENGINEER-IN-CHARGE the tests on completion are being unduly delayed he may by notice in writing call upon the CONTRACTOR to make such tests within ten (10) days of receipt of such notice; and unless otherwise agreed, CONTRACTOR shall make the said tests on such day within the said 10 days as the ENGINEER-IN-CHARGE may fix and of which he shall give notice to ENGINEER-IN-CHARGE. If CONTRACTOR shall fail to make the tests within the time aforesaid, FACT-CD shall be entitled to proceed with the tests and all tests as made shall be at the risk and expense of CONTRACTOR.
- 21.3 ENGINEER-IN-CHARGE may require CONTRACTOR at any time before commencement of a test or during the performance of the test to postpone or suspend the test if in his opinion the arrangements made by CONTRACTOR for carrying out the tests are inadequate or unsatisfactory; and in such case CONTRACTOR shall re-schedule the tests and conduct it in such manner as ENGINEER-IN-CHARGE approves.
- 21.4 Should any part of WORK fail to achieve the performance specified or to pass the tests prescribed in any other manner, CONTRACTOR shall at his own expense effect such changes consistent with good engineering practice, as are necessary to enable the WORK to pass further tests and conduct a fresh test after duly notifying ENGINEER-IN-CHARGE. If during the further tests, the WORK or any part thereof fails to achieve the performance specified, the WORK shall not be considered acceptable and

	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 19 of 32</b>
--	---	-----------------------------	----------------------

CONTRACTOR shall replace, re-do or otherwise rectify them entirely at his own cost until they become acceptable, all within the time schedule agreed to vide Article – 4, provided that in case the failure to pass tests is within permissible limits as Engineer-in-charge considers acceptable, FACT-CD may at its own discretion accept the WORK upon appropriate deduction in Contract price as may be provided for elsewhere in CONTRACT or as mutually agreed to.

- 21.5 As soon as WORK has been completed in all respects in accordance with CONTRACT and has passed the prescribed tests, OWNER / FACT-CD shall issue a certificate taking over the WORK (hereinafter referred to as Taking Over Certificate), stating the date on which WORK has been so completed and passed the tests, and the WORK shall be deemed taken over by FACT-CD on the said date. In the event of WORK being divided by this CONTRACT into two or more sections or not being completed in all respects but only to such an extent that it can be put to use by FACT-CD without hindering or being hindered by the execution of part remaining to be completed, FACT-CD shall be entitled to take over any section or sections before the other or the others by issuing a Taking Over Certificate in respect thereof.
- 21.6 If by reason of any default on the part of CONTRACTOR a Taking Over Certificate has not been issued in respect of every portion of WORK or every portion of a section of WORK within Thirty (30) days of the date on which it should have been issued as per Time Schedule agreed in CONTRACT, FACT-CD shall be at liberty, without prejudice to other rights herein of FACT-CD to use the WORK of any portion thereof in respect of which a Taking Over Certificate has not been issued, provided that CONTRACTOR is afforded reasonable opportunity to take such steps as may be necessary to permit issue of Taking Over Certificate.
- 21.7 Issue of Taking Over Certificate or acceptance of WORK or part thereof in any other manner after passing prescribed tests or otherwise shall not relieve CONTRACTOR of his warranty obligations vide Article - 30 hereof.

#### ARTICLE-22 TEMPORARY STRUCTURES

- 22.1 Any temporary structure set up at SITE by CONTRACTOR shall be of sound construction taking into account safety of EQUIPMENT and workmen and CONTRACTOR shall be solely responsible for any damage or consequence thereof of the same. If in the opinion of ENGINEER-IN-CHARGE such constructions are not of appropriate design or construction and is likely to imperil safety of EQUIPMENT and/or workmen he may notify CONTRACTOR accordingly and Contractor shall forthwith forbid its use until it is replaced or suitably modified in an acceptable manner.
- 22.2 Any temporary construction made by CONTRACTOR in connection with WORK shall be dismantled and removed by CONTRACTOR and the entire area where WORK was performed cleared of any surplus or scrap materials, rubbish or debris within Thirty (30) days of issue of Taking Over Certificate or such earlier date as ENGINEER-IN-CHARGE may require.

- 22.3 If any temporary structure set up by CONTRACTOR at SITE including any power and water lines obstruct implementation of PROJECT in any manner at any stage of WORK, CONTRACTOR shall immediately on receipt of notice thereof from ENGINEER-IN-CHARGE dismantle and remove or shift the temporary structure or line, at his own cost, in such a manner that the obstruction is removed.

#### ARTICLE-23 INSURANCE AND LIABILITY FOR DAMAGE

- 23.1 CONTRACTOR shall during execution of WORK, properly cover up and protect any part of work liable to damage by exposure to weather and shall take every reasonable precaution against accident or damage to work from any cause.
- 23.2 All equipments and materials brought to SITE by CONTRACTOR for use in execution of WORK shall be at sole risk of CONTRACTOR. Only such materials as are actually used in WORK so as to form part thereof will be covered by the insurance cover arranged by OWNER/ FACT-CD.
- 23.3 OWNER / FACT-CD shall have covered by storage-cum-erection insurance policies EQUIPMENT, materials supplied by FACT-CD, FACT-CD'S construction equipment, WORK executed at SITE and FACT-CD'S personnel. These policies apply only to insurance risks at SITE and no other location.
- 23.4 CONTRACTOR shall take care not to cause any damage to any equipment, materials and or construction of and or any work executed by any other Contractors or other third parties doing work at SITE and CONTRACTOR Indemnifies OWNER / FACT-CD against any liabilities, whatsoever, consequent to damage caused by CONTRACTOR or CONTRACTOR'S workmen in the aforesaid manner.
- 23.5 CONTRACTOR indemnifies OWNER / FACT-CD against any loss, damage or other liabilities in consequence of any negligent act or omission by CONTRACTOR or CONTRACTOR'S Workmen or theft or pilferage of any material and / or EQUIPMENT handed over to CONTRACTOR by FACT-CD. CONTRACTOR shall take appropriate insurance as may be required to cover the above responsibilities.

#### ARTICLE-24 WORKING HOURS

- 24.1 All days observed as Holidays by OWNER / FACT-CD shall be Holidays and all other days shall be working days at SITE, CONTRACTOR shall be given, on request, the calendar of such Holidays for each year. CONTRACTOR shall carry out WORK normally on working days.
- 24.2 Working hours shall be 8 hours per day on all working days and timing will be as ENGINEER- IN-CHARGE may notify from time to time. Contractor's workmen will be permitted to enter SITE only thirty (30) minutes prior to commencement of working hours and shall leave SITE within thirty (30) minutes of close of working hours. However in special circumstances such as when ENGINEER-IN-CHARGE is satisfied that nature of WORK for the time being carried out is such that it shall have to be proceeded with uninterruptedly even beyond normal working hours or when

CONTRACTOR is behind schedule and would not be able to complete WORK within normal working hours. FACT-CD shall permit CONTRACTOR to and CONTRACTOR shall perform WORK beyond normal working hours and any overtime wages or other costs receivable by CONTRACTOR'S workmen shall be fully borne by CONTRACTOR. CONTRACTOR shall seek for permission for engaging in WORK beyond normal hours well in advance.

#### ARTICLE-25 SAFETY

- 25.1 CONTRACTOR shall execute WORK in a safe and secure manner always ensuring safety of personnel engaged in WORK, EQUIPMENT, Materials, Construction Equipment and the WORK itself in all its phases. Safety codes for Construction specified in SCHEDULE-P shall be strictly adhered to and any violation of these will be deemed wilful negligence on the part of CONTRACTOR.
- 25.2 In the event of any accident occurring at SITE in connection with WORK, CONTRACTOR shall submit a report of same to ENGINEER-IN-CHARGE immediately, and/in any case within 24 hours of its occurrence, and shall fully co-operate with OWNER in any enquiry held in connection with the same.

#### ARTICLE-26 FACT-CD'S REGULATIONS & RULES.

- 26.1 CONTRACTOR shall observe and ensure that this supervisors and workmen observe all rules and regulations of OWNER / FACT-CD applicable to SITE as may be communicated by FACT-CD from time to time. CONTRACTOR shall ensure that his supervisors and workmen engaged at SITE function in a disciplined manner.
- 26.2 Entry to SITE of CONTRACTOR'S men shall at all times be subject to security regulations of OWNER / FACT-CD and controlled by issue of passes. Passes will be issued against application by CONTRACTOR in appropriate form within seven days of receipt of such application. FACT-CD may reject issue of pass or cancel a pass issued earlier to any person whose presence at SITE, in the opinion of FACT-CD is detrimental to the interest of FACT-CD.
- 26.3 In the event of any person or persons including CONTRACTOR'S REPRESENTATIVE engaged by CONTRACTOR for WORK violates any of the regulations of FACT-CD or does not function in a disciplined manner or is not, in the assessment of FACT-CD, competent to carry out the work for which he is engaged FACT-CD, may cancel the entry passes issued to such person / persons without any notice and CONTRACTOR shall make arrangements for substitutes immediately.

#### ARTICLE-27 STATUTORY REGULATIONS

- 27.1 CONTRACTOR shall in all matters arising out of performance of CONTRACT confirm at his own expense with all Acts, Orders, Regulations, Rules and By-Laws of Government of India, State

Governments, local bodies and other authorities there under for the time being in force and applicable to WORK.

- 27.2 Where any temporary installations, facilities or apparatus set up by CONTRACTOR for carrying out WORK is subject to statutory regulations. CONTRACTOR shall ensure that these conform to such regulations applicable and also apply for pay necessary fees and obtain any approval required there under, prior to putting the same into use.
- 27.3 Where WORK or any part thereof, other than those covered by Article - 27.2 above, is subject to statutory regulations / approval. FACT-CD / OWNER shall apply for such approvals and pay the fees; but CONTRACTOR shall provide at his own expense all information and assistance necessary to make such applications and to satisfy the inspecting Authority representing the related statutory body that WORK carried out conforms to applicable regulation. Any WORK or part thereof rejected for non-compliance with statutory regulations shall be modified or replaced by CONTRACTOR at no cost to FACT-CD within the agreed Time-Schedule so as to make it conform with applicable regulations. CONTRACTOR shall not be responsible for any such liability if it has occurred due to the sole reason that EQUIPMENT, designs or materials supplied by FACT-CD do not conform to such applicable regulations.

#### ARTICLE-28 LAWS RELATING TO LABOUR

- 28.1 CONTRACTOR shall comply with all Acts, Rules, Orders, Regulations, By-laws of Government of India; State Government. Local Bodies or an Office, authority or unit, there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- 28.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all time be available for inspection by FACT-CD. Where the law require that any act of CONTRACTOR shall be carried out only in the presence of a representative of FACT-CD and witnessed by FACT-CD it shall be so carried and CONTRACTOR shall request ENGINEER - IN - CHARGE for the presence of FACT-CD'S representative. Any information or reports required from CONTRACTOR by FACT-CD, periodically or otherwise, for discharge of FACT-CDS obligations under such laws shall be provided promptly.
- 28.3. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case OWNER/ FACT-CD is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, FACT-CD is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as is provided in Article - 44 hereof or otherwise.
- 28.6 Contractor shall be responsible for all obligations under ESI Act, P. F. Act, Building and Other Construction Worker's Welfare Cess Act, 1996, Rules and Regulations there under and such

	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 23 of 32</b>
--	---	-----------------------------	----------------------

other Acts and Regulations as may be relevant. Deduction towards ESI, PF, Building and Other Construction Worker's Welfare Cess etc. required as per applicable statutory regulations shall be made by the Contractor and the amounts so deducted along with the Contractor's own contributions as applicable shall be deposited with appropriate authorities. Evidence of this shall be produced by the Contractor when called upon to do so by OWNER / FACT-CD and in any case every quarter. In case OWNER/FACT-CD is called upon to pay any such expenses, these shall be reimbursed fully by CONTRACTOR and OWNER / FACT-CD shall be entitled to recover the same from CONTRACTOR.

- 28.7 CONTRACTOR indemnifies OWNER / FACT-CD against any claims from any person or persons engaged by CONTRACTOR in connection with WORK and in the event OWNER/ FACT-CD becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to FACT-CD, AND FACT-CD may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 28.8 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve such disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above - said manner, CONTRACTOR shall immediately notify ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof; but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 28.9 CONTRACTOR may have access to OWNER'S / FACT-CDS qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.

#### ARTICLE - 29 APPRENTICES ACT

- 29.1 CONTRACTOR shall comply with provisions of the Apprentices Act, 1961 and any amendments thereto as well as any Rules made or orders issued there under from time to time.
- 29.2 CONTRACTOR shall submit to FACT-CD periodically statement giving the number of workmen engaged by CONTRACTOR in each category and the number of apprentices engaged in the corresponding category.

#### ARTICLE – 30 WARRANTY AND MAINTENANCE PERIOD

- 30.1 CONTRACTOR warrants that WORK will be carried out in full conformity with approved drawings, Approved design and FACT specifications, in compliance with applicable statutory regulations for the time being in force, in accordance with recognized standards and codes of practice, as per good engineering practice and in a professional and workman-like manner.
- 30.2 In the event of any defect being noticed in the quality or workmanship of WORK or any part thereof or any material provided and used by CONTRACTOR in WORK, within a period twelve

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 24 of 32</b>
--	---	-----------------------------	----------------------

(12) months from the date of issue of completion certificate by OWNER / FACT-CD it shall be rectified or replaced by CONTRACTOR at his own expense as deemed necessary by the Engineer-in-Charge. If CONTRACTOR fails to do so within reasonable period or if in the opinion of FACT-CD, CONTRACTOR is unable to do so, or the repair / replacement cannot wait till CONTRACTOR is able to do it, FACT-CD may either directly or through such other agencies as FACT-CD may deem fit, get defective part of WORK made good, all at the risk and cost of CONTRACTOR. Notwithstanding the period specified above, in case of civil constructions, the period of warranty will extend at least up to the end of first monsoon after the WORK is taken over vide Article - 21.

- 30.3 An item of WORK so repaired or replaced shall carry a further warranty as per Article-30.2 above.
- 30.4 During the period of warranty, CONTRACTOR'S representative shall be available at SITE or at such place from where he can come to SITE immediately on request by FACT-CD and he shall be authorized by CONTRACTOR to carry out any repairs or maintenance as CONTRACTOR is obliged to carry out under the above warranty.
- 30.5 CONTRACTOR shall not be liable for any defect owing to defective design, specifications, drawings or information provided by FACT-CD in writing based on which WORK has been executed or to defective EQUIPMENT or material provided by FACT-CD or to improper use of WORK by FACT-CD / OWNER. Normal wear and tear shall not be treated as defect in WORK.
- 30.6 On expiry of the said warranty period or on completion of CONTRACTOR'S obligations under the warranty, whichever is later, FACT-CD shall issue to CONTRACTOR a Discharge Certificate, stating that CONTRACTOR is discharged of these warranties and release any amounts retained or other form of security held by FACT-CD in lieu of security by CONTRACTOR for said warranties.

#### ARTICLE-31 GUARANTEE FOR TIME SCHEDULE

- 31.1 CONTRACTOR guarantees that WORK will be executed as per time schedule agreed to herein vide Article-4.
- 31.2 In the event of any delay in completion of WORK or part thereof as per agreed schedule, due to reasons other than those specifically exempted vide Articles-15.7,32.2 and 40.3 hereof, FACT-CD may deduct from the considerations due to CONTRACTOR under CONTRACT or otherwise recover from CONTRACTOR, a sum calculated at half of one percent (0.50 %) of the Contract Price due to CONTRACTOR for the portion of WORK agreed to be carried out by CONTRACTOR till the date on which the delayed item is due to be completed, for each week of delay, subject to a maximum of seven and a half (7.50%) percent of total Contract Price. Any payments recovered from CONTRACTOR delays in earlier stages of WORK shall be reduced from the sums due under this Article-31.2. It is understood and agreed that such amounts due represent the losses suffered by FACT-CD because of delay in WORK by CONTRACTOR and it shall not be necessary for FACT-CD to establish the actual amount of losses suffered, irrespective of whether the WORK or part thereof could be put to any use by FACT-CD had it been completed by CONTRACTOR as per schedule.

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 25 of 32</b>
--	---	-----------------------------	----------------------

- 31.3 For the purposes of Article-31.2 completion of WORK or part thereof shall mean taking over by FACT-CD of WORK or part thereof (as is applicable) after satisfactory completion of tests vide Article-21 hereof.

#### ARTICLE-32 DELAY BY FACT-CD

- 32.1 In case of any delay in supply by OWNER / FACT-CD of Designs and Drawings, EQUIPMENT, materials, Construction Equipment, Power and water for construction and / or any other item to be supplied by FACT-CD as per CONTRACT, or in the interruption of supply thereof, CONTRACTOR shall be informed in advance of such delay, wherever possible, and CONTRACTOR shall re-schedule WORK in such a manner that no infructuous expenditure is incurred.
- 32.2 In case delay by FACT-CD is of a substantial nature and has affected WORK or part thereof in such a manner that it cannot be proceeded with as per agreed schedule, the time- schedule for the part so affected shall be extended correspondingly. Decision of ENGINEER-IN-CHARGE shall be final in respect of any extension of time.
- 32.3 In any case CONTRACTOR shall not be entitled for any financial compensation or increase in Contract Price in consequence of such delay or interruption.

#### ARTICLE-33 SPECIAL CONDITIONS OF CONTRACT

- 33.1 The Special Conditions of CONTRACT specified vide SCHEDULE-Q hereof shall form part of CONTRACT; and wherever the provisions under Special Conditions of CONTRACT are in conflict with any of the provisions vide Article-2 to Article-48 hereof, provisions in the Special Conditions of Contract shall prevail.
- 33.2 Definitions vide Article-1 hereof shall apply to special Conditions of contract also and any supplementary Definitions given therein need not necessarily apply to other sections of CONTRACT.

#### ARTICLE-34 SUB-LETTING AND ASSIGNMENT

- 34.1 CONTRACT shall be binding and inure to the benefit of the parties hereto and to their successors in right and shall not be assignable by either unless the other party has given its consent in writing to such assignment.
- 34.2 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of FACT-CD. In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to FACT-CD for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or sub-contracted perform the portion of

	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 26 of 32</b>
--	---	-----------------------------	----------------------

WORK so sub-let or sub-contracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

#### ARTICLE-35 CLAIMS

Claims by CONTRACTOR for any disputed items shall be lodged with ENGINEER-IN-CHARGE within thirty (30) days of disallowance of the same failing, which the claim shall be deemed to have been waived.

#### ARTICLE-36 PATENTS

- 36.1 FACT-CD warrant on their part that any design or instruction given by FACT-CD shall not be such as will cause CONTRACTOR to infringe any Letters of Patent, Registered Designs, Trade Marks, Copy-right or other protected right valid in India, in the performance of WORK.
- 36.2 Subject to Article-36.1 CONTRACTOR indemnifies OWNER / FACT-CD against any claim for infringement by CONTRACTOR of any Letters of Patent, Registered Design, Registered trade mark of Copy-right or other protected right valid in India in performance of CONTRACT. In the event of any action being brought against or claims or demands being made on OWNER/ FACT-CD because of any infringement or alleged infringement by CONTRACTOR of any of the said rights, CONTRACTOR shall immediately be notified of the same and CONTRACTOR shall within a reasonable period of time and at its own cost, make such modifications in WORK as would make it non-infringing upon any such rights or any such claims or demands or otherwise procure for FACT-CD such rights as would enable FACT-CD to continue with the use of WORK without infringement of such rights. FACT-CD shall not settle such action or satisfy or compromise any such claims without the written consent of CONTRACTOR and in the event of any such infringement or alleged infringement leading to litigation CONTRACTOR shall conduct the same and FACT-CD shall co-operate with CONTRACTOR in all reasonable manner.

#### ARTICLE-37 SECRECY

- 37.1 All drawings, designs, specifications, and other documents and information issued by FACT-CD and any instruction given by FACT-CD in the performance of CONTRACT, whether patented or patentable or not, shall always remain the exclusive property of FACT-CD and CONTRACTOR at no time shall question or dispute such right of FACT-CD. For a period of fifteen (15) years from the DATE OF CONTRACT, CONTRACTOR shall keep the above documents and information and the knowledge that FACT-CD'S employees information contained in said documents for PROJECT as secret and confidential and shall not reproduce them or divulge them to any third-party without the specific written approval of FACT-CD and shall not use them for any purpose other than those

covered by the intents of CONTRACT. Such documents are given on loan by FACT-CD to CONTRACTOR for the limited purpose of execution of WORK and are subject to return on demand.

- 37.2 CONTRACTOR shall not publish or cause to be published any information on PROJECT, CONTRACT, WORK covered by CONTRACT or CONTRACTOR'S participation in it without the prior written consent of FACT-CD.
- 37.3 The provisions of this article shall survive expiry or earlier termination / suspension of CONTRACT.

#### ARTICLE-38 NON-WAIVER

Any failure by either party at any time, or from time to time to enforce or require strict observance performance of any of the terms and conditions of CONTRACT, or to exercise any rights hereunder, shall not constitute a waiver of such terms and conditions or rights, unless such rights have lapsed under specific provisions elsewhere in CONTRACT, and shall not affect or impair same or the right of either party any time to avail the same.

#### ARTICLE-39 LANGUAGE & UNITS

CONTRACT is drawn up in the English Language. All correspondence between the parties in performance of CONTRACT shall be in the English Language. Metric system of measurement shall be followed.

#### ARTICLE-40 FORCE MAJEURE

- 40.1 Neither CONTRACTOR nor FACT-CD shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence there for. For the purposes of this Article Force Majeure means:
- i) War or hostilities
  - ii) Riot or civil commotion
  - iii) Earthquake, flood, tempest, lightning or other natural calamities
  - iv) Accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and /or
  - v) Labour strike or lockout exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR.

- 40.2 If the situation of Force Majeure extends for a period exceeding thirty (30) days the parties shall meet together and discuss the further course of action, provided that if CONTRACTOR'S performance is affected FACT-CD may at his option and at any time remove from the scope of CONTRACTOR the portion of WORK so affected and have it executed by any other agency as FACT-CD may deem fit and reduce from the consideration payable to CONTRACTOR a proportionate amount.
- 40.3 CONTRACTOR shall be entitled for extension of time-schedule vide Article - 4 for the performance of the portion of WORK affected by the situation of Force Majeure by a reasonable period but shall not be entitled to any financial compensation such as idle wages or escalation in cost. Decision by ENGINEER-IN-CHARGE shall be final in respect of any extension of time.

#### ARTICLE-41 SETTLEMENT OF DISPUTES AND ARBITRATION

- (I) If the 'contractor' is a not a Central Public Sector Enterprise or Central Government Department:

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

or

- (II) If the 'contractor' is a Central Public Sector Enterprise or Central Government Department:

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

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

#### ARTICLE-42 LAW AND LEGAL JURISDICTION

- 42.1 CONTRACT shall be governed and construed by Laws of India.
- 42.2 Any legal proceedings relating to CONTRACT shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

#### ARTICLE-43 SUSPENSION AND TERMINATION

43.1 In the event FACT-CD is unable or unwilling to complete or is compelled to postpone its activities relating to PROJECT at any stage during the currency of CONTRACT, FACT-CD may either suspend or terminate CONTRACT by giving CONTRACTOR thirty (30) days notice.

43.2 If CONTRACTOR shall fail or neglect to execute work with all due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by FACT-CD in connection with work or shall otherwise commit breach of any of the provisions of CONTRACT, FACT-CD may give CONTRACTOR notice in writing requiring to make good such failure, neglect or breach. Should CONTRACTOR fail to comply with the notice within the time specified therein, then FACT-CD shall, without prejudice to other rights of FACT-CD under CONTRACT, be at liberty to have such WORK or portion of WORK as CONTRACTOR has failed or neglected to execute, executed directly or through any other agency FACT-CD deems fit at the risk and cost of CONTRACTOR; and FACT-CD shall have the free use of all of CONTRACTOR'S equipment, materials and other things for the time being available at SITE for getting the WORK completed in the above- said manner to the exclusion of any right of CONTRACTOR for fair wear and tear thereof.

FACT-CD shall further be entitled to apply the proceeds of such equipment and unused materials of CONTRACTOR and any balance amount that may be due to CONTRACTOR for WORK actually executed towards any claims on FACT-CD from third parties in consequence of failure, neglect, refusal or contravention by CONTRACTOR and / or towards any expense that FACT-CD might have incurred in getting the WORK completed in the above -said manner, in excess of what FACT-CD would have had to pay CONTRACTOR as per CONTRACT.

43.3 If CONTRACTOR shall become bankrupt or insolvent or have a receiving order made against him or shall compound with his creditors or shall commence to be wound up otherwise than for the purpose of reconstruction or shall carry on its business under a Receiver for the benefit of its creditors, FACT-CD may at its sole discretion either;

a) Terminate CONTRACT forthwith by notice in writing to CONTRACTOR or the Receiver or the Liquidator or to any other person in whom the CONTRACT may become rested and have the remaining WORK executed at the risk and cost of CONTRACTOR in the same manner as specified in Article-43.2 above, or

b) Give such Receiver, Liquidator or other person as aforesaid the option of carrying out the CONTRACT subject to his providing security for the due and faithful performance of CONTRACT up to such amount as may be mutually agreed upon.

43.4 In the event of suspension of CONTRACT vide Article-43.1 above, immediately on receipt of notice therefore from FACT-CD, CONTRACTOR shall suspend all activities at SITE except those essentially to be carried out to safe-guard and secure WORK for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign CONTRACTOR'S

	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>PROFORMA OF CONTRACT</b>	<b>Page 30 of 32</b>
--	---	-----------------------------	----------------------

workmen except those essentially required at SITE such as for security of CONTRACTOR'S equipments and materials. CONTRACTOR shall re-mobilise its workmen and re-commence WORK within fifteen (15) days of receipt of notice from FACT-CD requiring CONTRACTOR to do so. All costs reasonably incurred by CONTRACTOR in connection with temporarily winding up WORK, maintenance of SITE during period of suspension and remobilisation on withdrawal of suspension order shall be paid by FACT-CD in addition to Contract Price specified herein, and the amount of such additional sum shall be mutually agreed to between the parties base on detailed information provided by CONTRACTOR. CONTRACTOR shall further be entitled for extension of time- schedule corresponding to the period of suspension including permitted period for re-mobilisation.

- 43.5 In the event of termination of CONTRACT vide Article-43.1 above, immediately on receipt of notice therefore from FACT-CD, CONTRACTOR shall take all steps for winding up work such as cancellation of any pending orders and termination of any sub-contracts that CONTRACTOR might have entered into with others in connection with WORK, safe-guarding and securing of any WORK in progress in a safe manner, disbanding of workmen, removal of temporary construction made by CONTRACTOR at SITE and return of all EQUIPMENT, special tools, un-used materials and documents that FACT-CD has supplied to CONTRACTOR. FACT-CD shall pay CONTRACTOR for the portion of WORK executed till such termination less amounts already paid, together with any reasonable cost necessarily incurred by CONTRACTOR pursuant to such termination as may be mutually agreed upon between the parties hereto based on detailed information provided by CONTRACTOR. CONTRACTOR shall not be entitled for any payment in respect of the portion of WORK left unexecuted.
- 43.6 Upon termination of CONTRACT for any reason, obligations of the parties hereto shall cease except for the liabilities of either party to the other in respect of obligations that accrued prior to, the date of such termination.

#### ARTICLE-44 RECOVERY OF DUES FROM CONTRACTOR

- 44.1 FACT-CD shall have recourse to CONTRACTOR for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of CONTRACTOR to perform any of his obligations under the terms of CONTRACT.
- 44.2 Any amount due from CONTRACTOR as per CONTRACT shall be deducted from money due or becoming due to CONTRACTOR under CONTRACT or under any other account or may be recovered by arbitration vide Article-41 or by action at law.

#### ARTICLE-45 CONSEQUENTIAL LOSSES

- 45.1 Liabilities of either party to the other are limited to those specifically provided for herein.
- 45.2 Neither FACT-CD nor CONTRACTOR shall under any circumstances be liable in respect of any in direct or consequential loss or loss of business or loss of profit suffered by the other party in connection with or arising out of CONTRACT except as specified in Article-31 hereof.

#### ARTICLE-46 EFFECTIVE DATE AND VALIDITY

- 46.1 CONTRACT shall become effective on signature by either party after the other.
- 46.2 Unless terminated by FACT-CD, CONTRACT shall remain valid till obligations of both parties are fulfilled.

#### ARTICLE-47 NOTICES & ADDRESSES

- 47.1 All notices under CONTRACT shall be in writing.
- 47.2 Except as otherwise specified in CONTRACT, it shall be sufficient in all respects if notices are either delivered at or sent by registered post at following addresses;
- a) To FACT-CD:
  - b) To CONTRACTOR:
- 47.3 Any e –mail messages sent should be confirmed in the return mail.

#### ARTICLE –48 FRAUD PREVENTION POLICY

**FRAUD PREVENTION POLICY:** - Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website [www.fact.co.in](http://www.fact.co.in)

#### ARTICLE-49 ENTIRE AGREEMENT

- 49.1 CONTRACT to the exclusion of all prior arrangements, statements or representation, whether oral or written constitutes the full agreement between the parties hereto relating of WORK.
- 49.2.1 No variations to the terms of CONTRACT shall be valid unless it is made in writing and signed on behalf of both FACT-CD and CONTRACTOR by their respective authorized representatives.

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

### **PROFORMA CONTRACT**

(Rs.200/- NON - JUDICIAL STAMP PAPER)

### **AGREEMENT**

CONTRACT NO ..... DATED

BETWEEN THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED

AND.....FOR.....

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

WHEREAS CONTRACTOR submitted in response to invitation by OWNER, tender for providing materials, labour, construction equipment, and other related services and supervision thereof for the WORK first above - mentioned in the title of this document, and WHEREAS OWNER conveyed to CONTRACTOR vide letter No .....dated ..... OWNER'S intent to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR has accepted the same at an Initial Contract Value of Rs ..... /- (Rupees ..... Only)

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

CONTRACT to the exclusion of all prior arrangements, statements or representation, whether oral or written constitutes the full agreement between the parties hereto relating of WORK.

No variations to the terms of CONTRACT shall be valid unless it is made in writing and signed on behalf of both FACT-CD and CONTRACTOR by their respective authorized representatives.


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

For CONTRACTOR,

By .....  
Title ..... Date.....  
Witnesses: i).....  
                  ii).....

For FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

By .....  
Title .....  
Date.....  
Witnesses:  
                  i)  
                  ii)

	<b>FACT CORPORATE MATERIALS -CONTRACTS</b>	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
	<b>SCOPE OF WORK</b>	SCHEDULE - A
		PAGE 1 OF 1


The proposed work has to be carried out at FACT - CD for **“Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD”**.

The scope of work consists of the following:

The work to be performed under this contract includes dismantling of some of the existing structures and execution of construction as defined in specific requirements of work and as per the schedule of items of work and good for construction drawings. All Tools/tackles/materials/scaffolding/machinery/manpower, all incidental items not specified but implied necessary for the successful completion of the work etc shall be arranged by the Contractor.

The above referred work is not conclusive. Any other items of work as provided in the schedule of items of work and items for the satisfactory completion of the Project shall be under the scope of the Contractor.

NAME & SIGNATURE OF CONTRACTOR

	FACT CORPORATE MATERIALS CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
PROGRAMME OF WORK	SCHEDULE - B	
	PAGE 1 OF 1	

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

- i. The work shall be completed in all respects within a period of **SIX MONTHS** from the date of issue of clearance to start the work as mentioned in **Work – to –Proceed Notice** issued by the Engineer-in-Charge and this shall be reckoned as the **ZERO DATE** of the Contract.
  
- ii The priorities of execution shall be as fixed by the Engineer-in-Charge at the time of execution.


**NAME & SIGNATURE OF CONTRACTOR**

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS -CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b>
		<b>04031/2020-2021/E21953</b>
<b>TECHNICAL DOCUMENT</b>		<b>SCHEDULE - C</b>
		<b>PAGE 1 OF 1</b>

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

The Technical specification applicable for the WORK will be as given in Schedule of items of Work (BOQ), TPS , Drawings and as mentioned in Special Requirement of contract.

**NAME & SIGNATURE OF CONTRACTOR**


 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b>
		04031/2020-2021/E21953
<b>SITE CONDITIONS</b>		<b>SCHEDULE - D</b>
		<b>PAGE 1 OF 1</b>

**Name of Work : “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

The work is to be carried out in FACT CD, AMBALAMEDU .

Any further information regarding site can be had from **DGM (P&PCD / GM(Projects)CD** .


**NAME & SIGNATURE OF CONTRACTOR**

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
SUPPLIES BY OWNER		SCHEDULE - E
		PAGE 1 OF 1

**Name of Work: “Civil Works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank And Allied Structures at FACT CD”.**

No tool/ tackles / materials / scaffolding / machinery / manpower, any /all  
Incidental items shall be supplied by the OWNER.

SIGNATURE OF CONTRACTOR

	FACT CORPORATE MATERIALS - CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
SCHEDULE OF PRICES	SCHEDULE – F	
	PAGE 1 OF 1	

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.**

The tenderer shall note the following sheets which will form the Schedule of Price of the contract.


- Form F1                      -     Schedule of Quantities of work (BOQ unpriced)
- Form F2                      -     Schedule of rates for Extra items of Work

**NAME & SIGNATURE OF CONTRACTOR**

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

<b>Name of work: Civil works for the Construction of 2X5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.</b>				
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Status</b>
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish, with in premises of FACT and lift up to 1.5m in all kinds of soil	258	M2	Rates not be filled
2	Felling trees of girth (Measured at a height of 1m above ground level) including cutting of trunks and branches, removing the roots by uprooting, stacking of serviceable material and disposal of unserviceable material - Beyond 60cm girth up to and including 120cm girth.	2	EA	Rates not be filled
3	Demolishing R.C.C. work manually / by mechanical means including cutting and stacking of reinforcement bars and disposal of unserviceable material with in premises of FACT as per direction of Engineer in-charge.	30	M3	Rates not be filled
4	Dismantling steel work in single sections including dismembering and stacking with in premises of FACT as per direction of Engineer-in-charge. in Channels, angles, tees and flats	2000	KG	Rates not be filled
5	Dismantling Asbestos sheet roofing including ridges, hips, valleys and gutters etc, and stacking the material within premises of FACT as directed by Engineer in-charge.	80	M2	Rates not be filled
6	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer in-Charge	1	EA	Rates not be filled

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


**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

Note: Please do not fill rates in this format. Kindly put tick mark on Quoted / Not Quoted in the column provided.				
7	Disposal of moorum / building rubbish / malba / similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead up to 30km for all lifts, complete as per directions of Engineer in-charge. Note - Item to be applicable in urban areas having directions for restricted hours for movement/ plying of load carrying motor vehicle of 3.5cum or more.	51	M3	Rates not be filled
8	Casting 600mm diameter bored cast in-situ reinforced cement concrete piles in M35 grade ready mix concrete after boring through Direct mud circulation method as per IS 2911- Part 1/sec 2, having minimum cement of 400 kg/cum of concrete, using Portland Pozzolana cement conforming to IS 1489, river sand / manufactured sand conforming to IS 383, 20mm or less size graded hard granite broken stones, admixtures to concrete as per IS 9103, water as per IS 456 and reinforced with High strength deformed bars of 500D grade conforming to IS 1786 for the entire length of piles. All the materials used in the casting of concrete shall be done with the approval of Engineer in-charge. The rate shall include the cost for all plants, tools, materials labour and other services for boring the piles including mobilisation and de-mobilisation of piling rigs, boring to the required depth and stabilisation of hole with bentonite slurry or other required material to suit site conditions, making channels in the ground, making service roads and arrangements for transportation and disposal of muck (The muck will be treated as owned by the contractor and it will be the responsibility of the contractor to dispose the muck without causing environment damage with necessary permission from the concerned authority and consultant / client to be informed well in advance on the disposal methodology before starting the work), cleaning the bores with water, lowering the reinforcement cages, concreting, excavating and levelling the	2640	M	Rates not be filled
PRPD. BY :JAJ		CHKD. BY :JK		APPRD. BY :SR
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		Pg. No: 2
				


**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

	ground exposing piles to a depth of 100mm below cut-off level after curing and gaining sufficient strength. Rate of reinforcement alone shall be paid extra - For piles of length 15 m below cut-off level. (payment shall be made for length of pile below cut off level only)			
9	Chipping and removing weak concrete at the top of RCC piles to the cut off level in line and levels carefully, manually / mechanically without damaging the remaining portion of pile and exposing the reinforcement, cleaning the reinforcement off any loose concrete particles and removing the debris to places pointed out within the project premises as directed by the Engineer in-charge.	51	M3	Rates not be filled
10	Arranging and conducting routine tests on single pile of diameter 600mm and length up to 15 m below cut off level described in Item above as per IS: 2911 (Part-IV) latest revision including all required arrangements materials, machineries such as test cap, loading platform, hire and labour for kentledges, cost of all materials, tools and plants, instruments for loading and recording settlements with dial gauge / LVDTs (calibrated), and labour charges, submitting reports etc complete as per technical specifications for 600mm dia piles for a maximum load of 2400 kN or the load at which the maximum settlement of test loading in position exceeds the permissible value.	1	EA	Rates not be filled
11	Charges for empty boring through various strata to the required diameter of pile specified in the Item above, clearing the area, collecting, conveying and disposal of muck of all types such as liquid, fluid, solid and spoil earth (The muck will be treated as owned by the contractor and it will be the responsibility of the contractor to dispose the muck without causing environment damage with necessary permission from the concerned authority and consultant / client to be informed well in advance on the disposal methodology before starting the work) including hire charges for tools and plants, rigs, cost of labour, etc. complete for all depth. (Payment will be made for	15	M	Rates not be filled
PRPD. BY :JAJ		CHKD. BY :JK		Pg. No: 3
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

	abandoned pile due to reasons attributable to owner and for empty boring involved in between ground level at the time of casting the piles and cut-off level of piles.) 600 mm dia. Piles			
12	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains , in all kinds of soil, including dressing of sides and ramming of bottoms, lift up to 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed with in premises of FACT and close timbering in trenches including strutting, shoring and packing cavities wherever required and bailing out water to keep the excavated trenches suitable for concreting.	1151	M3	Rates not be filled
13	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within premises of FACT - Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	10	M	Rates not be filled
14	Charges for rolling with power roller of minimum 8 Tonnes for banking excavated earth in layers not exceeding 20 cm in depth	251	M3	Rates not be filled
15	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering	433	M3	Rates not be filled
PRPD. BY :JAJ		CHKD. BY :JK		Pg. No: 4
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided


16	Charges for conveying the surplus earth to places approximately 30 kms away and dumping at low lying places as directed by the Engineer in-charge. Note - Item to be applicable in urban areas having directions for restricted hours for movement/ plying of load carrying motor vehicle of 3.5cum or more.	718	M3	Rates not be filled
17	Supplying and filling in basement with clean river sand / M-sand including watering, ramming, consolidating and dressing complete.	256	M3	Rates not be filled
18	Cement concrete work in 1:3:6 mix (1 Portland Pozzolana cement: 3 coarse river sand/manufactured sand: 6 20mm nominal size graded hard granite broken stones) including all charges for mixing concrete, necessary shuttering, laying, consolidating, curing, removal of shutters, cost for bailing out of water, oil, liquid mud etc. from all sources in excavated pits, trenches, etc. complete at all levels as per standard specifications and as directed by the Engineer in-charge for foundation / levelling course etc. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002.	252	M3	Rates not be filled
19	Providing hard core layer of required thickness using 40mm Nominal size graded hard granite broken stones after compacting the underlying soil, spreading and levelling the stones and then spreading a layer of 6mm downgraded crushed aggregates on top of the broken metal layer and it shall be watered in order to force the crushed fine aggregates into the void spaces of the broken stone and repeat the process till all the voids are filled with crushed fine aggregates right up to the edges of hard core layer, including cost of all materials and labour charges etc., complete	13	M3	Rates not be filled

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

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided


20	Providing 50mm thick bitumen sand mix with blown type bitumen of penetration 85/25 and clean river sand (120kg. bitumen/cum of sand) over a tack coat (total industrial asphalt to be used at 62.5kg /10sqm of surface (including 2.5 kg/10sq.m. of tack coat) including all charges for cleaning the surfaces, heating bitumen, mixing, laying, consolidating, finishing, etc. complete	831	M2	Rates not be filled
21	Supplying and providing high build epoxy based chemical resistant coating for outer surface of tank foundation as per manufactures specification to achieve a minimum dry film thickness of 500 microns in two or more coats. Approved make of materials are furnished in Specific requirements of work	831	M2	Rates not be filled
22	Acid proof lining after cleaning the cement finished surface well with water and allowing to dry, brushing and removing all dust, apply two coats of approved quality bitumen based primer conforming to IS. 1580 as per manufacture's specification, applying 12 mm thick asphalt membrane with hot melt asphalt free from filler conforming to IS. 1580, then laying acid resistant tiles of class II quality conforming to IS. 4860 over a bed of 6 mm thick potassium based silicate cement mortar conforming to IS. 4832 - part. I & 4441 and joints 5 mm thick, raking the joints to full depth from the top surface, removing the raked-out mortar and filling the entire depth of joints with Furan base resin cement mortar conforming to IS. 4832 - part. II including acid washing curing etc. complete as per relevant IS. 4443 specifications at all heights. - 230X112X38 mm or nearest size tile	460	M2	Rates not be filled
23	Supplying and laying HDPE film of 1000micron thickness conforming to IS 10889 for laying over the pile cap as per manufacturer's specification and direction of engineer incharge including replacing damaged sheets during installation / lining work) (only covered area will be measured flat and noextra payment will be made for joint / lap)	831	M2	Rates not be filled

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

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

24	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement :1.5 coarse sand (zone-III): 3 graded stoneaggregate 20 mm nominal size).	545	M3	Rates not be filled
25	Reinforced cement concrete work of M25 grade for precast cover slab using Portland pozzolana cement containing more than 25% of fly ash, river sand / manufactured sand conforming to IS 383 and 20mm nominal size graded hard granite broken stones including all charges for designing themix, weigh batching, including installation of batching plant at the designated location in the site premises or arranging RMC, mixing concrete, cost of adding concrete admixtures as required, transporting, formwork, laying, vibrating, consolidating, curing with minimal use of potable water subject to provision of IS 456, handling, transporting, loading, unloading, keeping and fixing in position, at all levels etc., complete but excluding cost of providing reinforcements.(Exposed surfaces of pre-cast elements shall have good finish with no blemish or mark on the finished surfaces) NOTE- (1) Minimum Cement content shall be @ 330 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. (2) Fly ash conforming to grade I of IS 3812 (Part-1) only be used as part replacement of OPC as per IS: 456. Uniform blending with cement to be ensured in accordance with clauses 5.2 and 5.2.1 of IS:456 - in the items of BMC and RMC -for cover slabs (50mm to 100mm thick) on drain. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002.	12	M3	Rates not be filled

PRPD. BY :JAJ	CHKD. BY :JK	APPRD. BY :SR	Pg. No: 7
FACT CORPORATE MATERIALS-CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		


**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

Note: Please do not fill rates in this format. Kindly put tick mark on Quoted / Not Quoted in the column provided				
26	Providing and laying in position ready mixed M-30 grade concrete for reinforced cement concrete work, using fly ash and cement content as per approved design mix, and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying, excluding the cost of centering, shuttering, and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate / retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer in - charge. NOTE- (1) Minimum Cement content shall be @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. "(2) Fly ash conforming to grade I of IS 3812 (Part-1) only be used as part replacement of OPC as per IS: 456. Uniform blending with cement to be ensured in accordance with clauses 5.2 and 5.2.1 of IS:456 in the items of BMC and RMC – for all works up to plinth level except pile cap. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002	202	M3	Rates not be filled
27	Providing and laying in position ready mixed M-30 grade concrete for reinforced cement concrete work, using fly ash and cement content as per approved design mix, and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying, excluding the cost of centering, shuttering and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate / retard setting of concrete, improve workability	87	M3	Rates not be filled
PRPD. BY :JAJ		CHKD. BY :JK		APPRD. BY :SR
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		 <b>FACT</b>
Pg. No: 8				

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided


	without impairing strength and durability as per direction of the Engineer in - charge. NOTE- (1) Minimum Cement content shall be @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. (2) Fly ash conforming to grade I of IS 3812 (Part-1) only be used as part replacement of OPC as per IS: 456. Uniform blending with cement to be ensured in accordance with clauses 5.2 and 5.2.1 of IS:456 - in the items of BMC and RMC – for all works above plinth level . Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002			
28	Providing and laying in position ready mixed M-35 grade concrete for reinforced cement concrete work, using fly ash and cement content as per approved design mix, and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying, excluding the cost of centering, shuttering, and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate / retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer in - charge. NOTE- (1) Minimum Cement content shall be @ 350 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. "(2) Fly ash conforming to grade I of IS 3812 (Part-1) only be used as part replacement of OPC as per IS: 456. Uniform blending with cement to be ensured in accordance with clauses 5.2 and 5.2.1 of IS:456 in the items of BMC and RMC – for pile caps .Approved make of materials are furnished in Specific	920	M3	Rates not be filled
PRPD. BY :JAJ		CHKD. BY :JK		APPRD. BY :SR
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

Pg. No: 9

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

	requirements of work – 32646-12-DA-002			
29	Add for using extra cement in the items of design mix over and above the specified cement content therein.	101675	KG	Rates not be filled
30	Providing form work to cement concrete and RCC works with necessary plywood / steel sheet, steel joists, runners, struts, posts etc with adjustable spans and telescopic posts, wooden planks for beam sides etc. including removal after completion /curing at all levels - foundation footings, bases of columns and walls. for mass concrete with straight sides	159	M2	Rates not be filled
31	Providing form work to cement concrete and RCC works with necessary plywood/steel sheet, steel joists, runners, struts, posts etc with adjustable spans and telescopic posts, wooden planks for beam sides etc. including removal after completion /curing at all levels - wall (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	607	M2	Rates not be filled
32	Providing form work to cement concrete and RCC works with necessary plywood / steel sheet, steel joists, runners, struts, posts etc with adjustable spans and telescopic posts, wooden planks for beam sides etc. including removal after completion /curing at all levels - foundation footings, pile caps, RCC kerb wall around pile cap, bases of columns and walls. for mass concrete with circular sides	242	M2	Rates not be filled

PRPD. BY :JAJ	CHKD. BY :JK	APPRD. BY :SR	Pg. No: 10
FACT CORPORATE MATERIALS-CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

Note: Please fill rates in this format: Primary part per mark on Quoted / Not Quoted in the column provided					
33	Providing form work to cement concrete and RCC works with necessary plywood/steel sheet, steel joists, runners, struts, posts etc with adjustable spans and telescopic posts, wooden planks for beam sides etc. including removal after completion / curing at all levels - Columns, Pillars, Piers, Abutments, Posts and Struts	27	M2	Rates not be filled	
34	Providing form work to cement concrete and RCC works with necessary plywood / steel sheet, steel joists, runners, struts, posts etc with adjustable spans and telescopic posts, wooden planks for beam sides etc. including removal after completion /curing at all levels - Stairs, (excluding landings) except spiralstaircases	8	M2	Rates not be filled	
35	Supplying , fabricating, conveying and fixing reinforcement to RCC works at all levels with high strength deformed bars Fe500D grade Thermo Mechanically Treated (TMT) bars conforming to IS 1786 including all charges for uncoiling and straightening rods, cutting rods, bending cold, placing in position and supplying & tying with black annealed tying wire of 16 gauge, etc. complete. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002	159542	KG	Rates not be filled	
36	Supplying and fixing pultruded GRP gratings made of Isophthalic polyester resin containing glass fibre content not less than 60% and having fire retardant characteristics, of 38mm height with I bar spacing not exceeding 40mm c/c and crossbars not exceeding 90 mm c/c, suitable for imposed load of 500kg/sqm of colour grey and designed for a max support span of 1300mm over cable trenches / drains / stairs with bonded grit antiskid surface including fixing to the existing structural steel frames / RCC walls by means of SS hold down clamps, locking arrangement etc. For step ladders, gratings have to be fabricated as per site measurement and shall be rigidly fixed to the existing structural by suitable locking arrangement. 2 Piece locking system of size 700 wide (I-bar) x 1mtr (Cross Rod)	40	M2	Rates not be filled	
PRPD. BY :JAJ		CHKD. BY :JK		APPRD. BY :SR	Pg. No: 11
FACT CORPORATE MATERIALS-CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED			

**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**

**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided

	Length. The GRP material shall be fire retardant meeting ASTM E84 Class A with Flame Spread less than or equal to 25 & Smoke Density $\pm 200$ and UV resistant meeting ASTM G154 with flexural strength not reducing by more than 7% on accelerated UV radiation exposure. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002.			
37	Supplying, conveying fabrication and erection of MS single section members such as channels, guard rail, MS angle hand rails verticals, etc. with fixtures such as end stops, clamps, bolts and nuts etc. including charges for cutting, splicing, drilling holes as required, fixing to lines and levels and cleaning thoroughly with power tools and painting with two coats of red oxide zinc chromate primer ( one shop coat and one coat after fixing / erection) Approved make of materials are furnished in Specific requirements of work – 32646-12- DA-002, Refer painting specs for applying priming coats	6636	KG	Rates not be filled
38	Supplying and fixing MS inserts of all types fabricated out of MS plates, angles, channels, flats, rods, fabricated pieces, etc. in RCC / masonry works at all levels including all charges for cutting, welding, fixing to lines and levels and painting the exposed surfaces with two coats of chemical resistant enamel paint of approved quality and colour over two coats of red oxide zinc chromate primer, etc. complete Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002, Refer painting specs for applying priming coats	63	KG	Rates not be filled
39	Providing and fixing mild steel round holding down bolts with nuts and washer plates complete to all lines and levels and applying petroleum jelly / grease after erection on exposed surface of bolts to prevent corrosion	66	KG	Rates not be filled

PRPD. BY :JAJ	CHKD. BY :JK	APPRD. BY :SR	Pg. No: 12
FACT CORPORATE MATERIALS-CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		


**UNPRICED BID****Tender No. 04031/2020-2021/E21953****SCHEDULE –F1**


**\*Note** - Please do not fill rates in this format. Kindly put tick mark on “Quoted”/”Not Quoted” in the column provided


40	Painting of structural steel work over priming coats (paid with the steel supply item) as follows: a) One intermediate coat of Micaceous Iron Oxide epoxy paint of 70-micron DFT b) One coat of two pack polyamide cured epoxy finish paint of 40-microns DFT c) One coat of aliphatic acrylic polyurethane finish paint of 40-microns DFT Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002, Refer painting specs for applying finishing coats	159	M2	Rates not be filled
41	Supplying and grouting pockets, base plates, etc. at all levels for static equipment / structural steel supports using nonshrink grouts. Approved make of materials are furnished in Specific requirements of work – 32646-12-DA-002.	2	M3	Rates not be filled
42	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete: 300mm dia. R.C.C. pipe	10	M	Rates not be filled
43	Providing, laying and fixing 150mm dia GI pipe (medium class) in ground complete with GI fittings including trenching 75cm deep and re-filling etc. as required and directed by Engineer in-charge	10	M	Rates not be filled


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

Name & Signature of the Contractor

PRPD. BY :JAJ	CHKD. BY :JK	APPRD. BY :SR	Pg. No: 13
FACT CORPORATE MATERIALS-CONTRACTS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b>
		04031/2020-2021/E21953
<b>SCHEDULE OF RATES FOR EXTRA ITEMS OF WORK</b>		<b>SCHEDULE – F2</b>
		<b>PAGE 1 OF 1</b>
<p><b>Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.</b></p>		
<p>The following procedure shall be followed for arriving at unit rates for Extra Items of work:</p>		
<p>a) Derive from rates for similar items of work already available in the Schedule of Items of Work.</p> <p>b) If rates as per (a) above are not available, rates shall be worked out from data on the basis of which the estimate for the work was prepared, to which the overall Tender Variation shall be applied.</p> <p>c) If rates cannot be worked out on the basis of (a) and (b) above, then rates shall be derived on the basis of actual cost of materials used, labour engaged, hire charges of machinery used and all that is necessary for the work, plus a margin of 10 % towards Contractor's profit and overheads.</p>		
<p align="center"><b>SIGNATURE OF CONTRACTOR</b></p>		

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS -CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b> 04031/2020-2021/E21953
<b>PAYMENT SCHEDULE</b>		<b>SCHEDULE – G</b>  <b>PAGE 1 OF 1</b>
<p><b>Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.</b></p> <p><b>1. MOBILISATION</b> No mobilization advance will be paid for the work.</p> <p><b>2. SECURED ADVANCE</b> No secured Advance will be paid for this work.</p> <p><b>3. PAYMENT</b></p> <p>3.1 Interim payment will be made depending up on progress of work against running bills 85% of value or part of work executed after deducting income tax and any other amount due to owner. Also please refer Article 14.3 of Proforma of contract for frequency of payment</p> <p>3.2 Final Contract Price based on WORK actually performed, will be paid after completion of WORK in all respects, issue of taking over certificate by OWNER, settlement of account of all departmental issues and reconciliation of its use / return, clearance of SITE and removal of temporary structures and debris and settlement of all pending claims on account of labour employed by CONTRACTOR AT SITE, after adjustment for the following.</p> <ul style="list-style-type: none"> <li>a) Deduction of all previous payments made.</li> <li>b) Recovery of hire charges for OWNER’S construction equipment made available to the work. (If used)</li> <li>c) Recovery of value of departmental supplies including penal recovery if any.</li> <li>d) Recovery of price reduction for delay if any due.</li> <li>e) Income tax at prevailing rate</li> <li>f) Balance ESI &amp; PF contributions of workmen engaged</li> <li>g) Any other amount due from CONTRACTOR to OWNER</li> <li>h) “TDS under GST Act.”</li> </ul> <p>3.3 GST will be paid extra as applicable at the time of invoice.</p> <p>3.4 At the time of final payment, CONTRACTOR shall submit to OWNER the release certificate as per Schedule-N through the Engineer- in Charge of the work.</p> <p style="text-align: right;">SIGNATURE OF CONTRACTOR</p>		

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS -CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b> 04031/2020-2021/E21953
<b>SITE FACILITIES</b>		<b>SCHEDULE – H</b> <b>PAGE 1 OF 1</b>

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD.”**

The following site facilities will be provided by OWNER at no cost to CONTRACTOR as provided in Articles 18 and 20 of Pro forma Contract:

- 1. CONSTRUCTION POWER.**
- 2. CONSTRUCTION WATER.**

The above will be provided at **ONE POINT EACH** at the premises of the site. CONTRACTOR shall make his own arrangements to extend the lines to the points of requirements.

**NOTE: CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION ALONG WITH HIS QUOTATION.**

1. List of Electrical Equipments/Tools proposed to be deployed for the work indicating KW rating of each and Maximum demand.
2. Peak requirement of Construction Water.
3. Land space required by CONTRACTOR for Site Office, Site Stores and Work Shop.

**NAME & SIGNATURE OF CONTRACTOR**

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS -CONTRACTS</b>	<b>CONTRACT/TENDER NO.</b>
		<b>04031/2020-2021/E21953</b>
<b>CONSTRUCTION EQUIPMENTS</b>		<b>SCHEDULE - J</b>
		<b>PAGE 1 OF 1</b>

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD”**

For this work **NO Construction Equipments / cranes will be made available** to the Contractor, all are under the scope of contractor.

**NAME & SIGNATURE OF CONTRACTOR**

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
FORM OF BANK GUARANTEES FOR SECURITY DEPOSIT/ PERFORMANCE BOND		SCHEDULE – L
		Page 1 of 3

**Name of Work: “Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD”**

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE BOND**

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

M/S. FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)  
UDYOGAMANDAL, KERALA - 683501  
Kochi, Kerala (St), India

WHEREAS The **Fertilisers And Chemicals Travancore Limited, (FACT), Complex, Udyogamandal - 683 501, Kochi, Kerala(St.), India**, (hereinafter called/referred to as the Company) has placed a Work Order No..... Dated ..... with

M/s.....(hereinafter called the Contractor) for the work **Civil works for the Construction of 2x5000 MT Sulphuric Acid Storage Tank and allied Structures at FACT CD**

and where as it is one of the conditions of the said Work Order that the Contractor shall either remit a Sum of `..... (Rupees..... only) or furnish a Bank Guarantee for `..... (Rupees..... only) as Security Deposit for the due fulfillment of the said Work Order the said Contractor.

In Consideration of the Company having agreed to accept a Bank Guarantee from us towards such Security Deposit in lieu of the Cash Deposit in accordance with the Terms and Conditions of the above Work Order, we ..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company upto a maximum of `..... (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.

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
FORM OF BANK GUARANTEES FOR SECURITY DEPOSIT/ PERFORMANCE BOND		SCHEDULE – L
		Page 2 of 3

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

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

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

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

We, ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or 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 presence by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
FORM OF BANK GUARANTEES FOR SECURITY DEPOSIT/ PERFORMANCE BOND		SCHEDULE – L
		Page 3 of 3

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

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

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

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

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

For (Name of Bank)

Authorized Official

Name

Designation

Place

Full address of the Bank issuing this guarantee :

(SEAL OF BANK)

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
SAFETY PRACTICES		SCHEDULE – P
		Page 1 of 3

### **SAFETY PRACTICES**

1. The contractor shall observe all statutory and legal requirements by Central and State Governments applying to the work as well as any local regulations applying to the site issued by Owner or any authority.
2. PARTICULAR ATTENTION IS DRAWN TO THE FOLLOWING
  - a) In case of accident, OWNER’S Safety Engineer/Engineering-in-charge shall be informed in writing within 24 hours of occurrence of the accident. The Contractor shall strictly follow regulations laid by Govt.Authority in this regard.
  - b) Fencing all contractors’ plant. Platforms, excavations etc.
  - c) Compliance with all electricity regulations.
  - d) Compliance with statutory requirements for inspection and tests of all lifting appliance and auxiliary lifting gear.
3. Staircases, doors or gangways, must not be obstructed in any way that will interfere with means of access or escape.
4. The contractor shall notify Owner 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. Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of Owner. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the Contractor shall be responsible for obtaining the same.
6. The Contractor shall be responsible for the safe storage and use of any radiographic sources or those of his subcontractors.
7. Work Permit in the prescribed Proforma shall be obtained from Owner’s Safety Engineer/Engineer-in-charge before carrying out any work within the project premises in the following situations.


	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
SAFETY PRACTICES		SCHEDULE – P
		Page 2 of 3

- a) Any work involving open flames and sparks such as welding gas cutting, soldering, grinding etc.
  - b) Sand blasting.
  - c) Entry into hazardous and potentially hazardous areas.
8. Good house keeping must be practiced by Contractor's personnel at all times within the project area.
9. **For the safe execution of works, personal protective/safety devices like helmets, Safety Belts, shoes as stipulated by Safety Codes/Safety Engineer shall be provided and maintained by the contractor.**
10. Any unsafe work practice/working conditions during execution of work shall be corrected immediately on bringing the same to the attention of contractor by owner's Safety Engineer.
11. Contractor shall strictly adhere to safe traffic practices within plant area with respect to speed limit, parking of vehicles etc.
12. **All scaffolding pipes shall be fastened with clamps and tying of pipes with ropes, coir etc shall not be normally permitted.**
13. ELECTRICAL SAFETY REGULATIONS
  - 13.1. In no circumstances will the contractor interfere with fuses and electrical equipments belonging to the owner or other contractors.
  - 13.2. Before the contractor connects any electrical appliance to any plug or sockets belonging to the other contractor or owner he will:
    - a) Satisfy OWNER/Engineering-in-charge that the appliance is in good working condition.
    - b) Inform the OWNER/Engineering-in-charge of the maximum current rating, voltage and phase of the appliance.
    - c) Obtain permission from OWNER/Engineering-in-charge for taking power connection from specified point.
  - 13.3. 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.

	FACT CORPORATE MATERIALS -CONTRACTS	CONTRACT/TENDER NO.
		04031/2020-2021/E21953
SAFETY PRACTICES		SCHEDULE – P
		Page 3 of 3

- 13.4. 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.
- 13.5. No work must be carried out on any live equipment. The equipment must be made safe and a ‘WORK PERMIT’ issued by Engineer-in-charge shall be taken before any work is carried out.
- 13.6. Contractor shall employ a full time electrician to maintain the temporary electrical installation of the contractor.
- 13.7. Contractor shall follow detailed Safety Procedure issued by OWNER at the time of commencement of work updated from time to time.
- 13.8. 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.**

**NAME & SIGNATURE OF CONTRACTOR**

 <b>FACT</b>		<b>FACT CORPORATE MATERIALS -CONTRACTS</b>		Tender No. <b>04031/2020-2021/E21953</b>	
<b>TENDER DOCUMENT</b>		<b>SPECIAL CONDITIONS OF CONTRACT</b>		Page 1 of 1	
				<b>SCHEDULE - Q</b>	
<p>1.0 The materials, design and workmanship shall satisfy the relevant Indian Standards. The job specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specifications covering any part of the work covered in this Tender, the specifications to be followed shall be the latest FEDO specifications applicable in this region and instructions/directions of Engineer-in-Charge will be binding on the Contractor.</p> <p>2.0 The contractor should engage sufficient number of workers as required so as to complete the entire work within the specified time schedule of work.</p> <p>3.0 In case the Company provides covered space in connection with the work, the contractor shall vacate and hand over the premises to the authorities immediately after the completion of the work in the same condition in which it was taken over.</p> <p>4.0 The company reserves the right to terminate the contract partially or wholly at any time during the period of contract.</p> <p>5.0 The work should be undertaken strictly as per instruction from the site Engineer. Final acceptance of the work will be subject to inspection by the Engineer-In-Charge.</p> <p>6.0 The decisions of the Engineer-In-Charge with regard to the workmanship/priority areas/type of paint and number of coats to be applied etc. will be final and binding on the contractor.</p> <p>7.0 The company will not be responsible for payment of any compensation for any hold up of works due to strike or situation beyond the control of the company.</p> <p>8.0 The Contractor is bound to do works in excess of that in the schedule of quantities or extra items of works necessitated during the actual execution of work and for such works payments will be made as per the agreed rates or at the rates based on which tender is issued plus or minus tender difference as the case may be. Alterations/additions, if any, should be done as per instructions of the Company.</p> <p>9.0 The contractor should strictly observe the safety and security regulations of the company. Any loss or damage incurred by the Company on account of the contractor's failure or that of the contractor's employees to observe the security and safety regulations of the company shall be to the contractor's account.</p> <p>10.0 <b>FRAUD PREVENTION POLICY:</b> Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website <a href="http://www.fact.co.in">www.fact.co.in</a></p> <p style="text-align: right;">NAME &amp; SIGNATURE OF CONTRACTOR</p>					

**FACT**

## FACT CORPORATE MATERIALS -CONTRACTS

Tender No.

**04031/2020-2021/E21953**

TENDER  
DOCUMENT

### SPECIAL REQUIREMENT OF WORK

Page 1 of 1

SCHEDULE - Q1

SPECIAL REQUIREMENT OF WORK:

For Special Requirement of Work please refer TPS. ( 32646-12-DA-002 R1), ( 32646-12-DA-003 R0), of Technical document.

NAME &amp; SIGNATURE OF CONTRACTOR



## **COMPLIANCE STATEMENT**

04031/2020-  
2021/E21953

**Tender no.** 04031/2020-2021/E21953

**Name of Work:** Civil works for the construction of the additional (2x 5000 MT) sulphuric acid storage tank and allied structures at FACT -CD.

We state that our offer against Enquiry No. E21953 dated 18. 08. .2020 is in full compliance with the documents issued against the Enquiry No: E21953 dated 18 .08 .2020 without any deviations and we have read and understood the Notice Inviting Tender, Instructions to Bidders, Special Requirements of Project and Proforma conditions attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)



**FERTILISERS AND CHEMICALS TRAVANCORE LIMITED**

**Tender No. 04031/2020-2021/E21953 VENDOR DATA FORM (For FACT NEW VENDORS)**

Sl. No.	Description		To be filled in by Vendor
	Company Profile		
1	Name of Vendor		
2	Name and address of Chief Executive		
3	Address:	a. Regd. Office:	
4		b. Factory:	
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		
17	PAN No.		
18	KVAT Registration No.		
19	Service Tax Registration No.		
17	<b>Bank Details</b> <b>(Payment will be made through RTGS. Please Upload the Format verified by Bank along with a cancelled cheque)</b>		

[New Vendors please return this format duly filled along with Part-I:Technical Bid of the offer]

**Master Data required for Online Payments  
(RTGS / NEFT / Fund Transfer)**

To

Deputy General Manager (Mat)RM2  
Corporate Materials – Contracts,  
Petro Chemical Administrative Building,  
FACT, Udyogamandal Complex  
Udyogamandal, PIN 683501

#

1	Code , Name	
2	Income tax PAN No.	
3	Name of the bank	
4	Address of bank branch	
5	City & State	
6	IFS Code of the bank branch	
7	Name of the bank branch	
8	Bank Account No.	
9	Account Holder's Name	
10	Email address	

For Name


Signature and Seal

**Verification by the Bank**


We hereby certify that all the above particulars relating to Bank Account are verified and found to be correct as per the records of the bank.

Signature and Seal of the Authorised signatory of the bank#

## CHECK LIST (List of Documents Uploaded)

FACT CORPORATE MATERIALS-CONTRACTS					 Tender No 04031/2020-2021/E21953
Checklist					
SL.NO	DESCRIPTION	BIDDER CONFIRMATION			DEVIATIONS, IF ANY
	<u>PRE-QUALIFICATION CRITERIA</u>	2018-2019	2017-2018	2016-2017	
	Financial data (as per audited results)				
1	Average Annual Financial turnover during the last 3 years, ending 31st March 2019 ( Rs 1.5 crores, minimum)	Yes/No	Yes/No	Yes/No	
i	Uploaded Profit or loss account (In original/ Notary attested)				
ii	Uploaded Balance sheet (In original/ Notary attested)				
2	<u>Experience</u> Experience of having successfully completed similar works during the last 7 years ending on 31.07.2020 should be either of the following. a) Three similar completed works costing not less than Rs 1.95 Crores, Each b) Two similar completed works costing not less than Rs 2.44 Crores, Each c) One similar completed works costing not less than Rs 3.9 Crores Similar work means experience in executing Civil Foundation Constructions Works including Piling works. Experience certificates/Performance certificates submitted by the bidder to prove the above pre-qualification criteria shall be generally from organisations of similar standing as FACT or Govt./Quasi Govt. Depts or organisations of sound financial capability and having status of principal employer or reputed Private Ltd Companies which do their work mainly through public contracts. Notwithstanding the above if the bidder is providing any other subcontract document from a Private firm to prove the pre-qualification criteria, he will have to provide bipartite agreement/ payment receipt details or other details to the satisfaction of FACT. For combination jobs amount of civil part as mentioned in the above 3 categories shall be taken for PQ purpose.				
	Completion certificate	[a] Three similar completed works costing not less than Rs 1.95 Crores, Each	[b] Two similar completed works costing not less than Rs 2.44 Crores, Each	[c] One similar completed works costing not less than Rs 3.9 Crores	
	Uploaded Completion Certificate as per above: Put Tick mark [a] or [b] or [c] (In original/ Notary attested)				
	Uploaded WO Copy with Schedule of Items of Work for similar work PQ evaluation attested by Govt.Gazetted officer	YES	NO	N/A	
3.0.	<u>SUBMISSION OF TECHNICAL BID-</u>	YES	NO	N/A	
1)	Whether the Tenderer relies upon experience of his sister concern/any concern within same Group /Holding/ Subsidiary Company (Put Tick mark)				
	If yes for 1) mentioned above, upload scanned copy of a clear write-up indicating the exact relationship, along with relevant documents in proof of such relationship duly attested by Govt.Gazetted officer along with the TECHNICAL BID (Put Tick mark)				
2	Taking job jointly with an Associate, with whom the Tenderer has entered into a tie-up/teaming agreement/MOU (Put Tick mark)				
	If yes for 2) mentioned above, upload scanned copy the foll. 2-a to 2-d in Original / duly Attested by Govt.Gazetted officer (Put Tick mark)	YES	NO	N/A	
2-a	Details of the experience of the Associate (Put Tick mark)				

**CHECK LIST (List of Documents Uploaded)**

2-b	Documents evidencing the joint arrangement between the Tenderer and the Associate in Original (like joint venture agreement, tie-up or teaming agreement, MOU etc (Put Tick mark)				
2-c	Valid undertaking or guarantees from the Associate making him liable for the due execution and completion of the work/job (Put Tick mark)				
2-d	Consent letter from the Associate for entering into a tripartite agreement amongst the Associate, the Tenderer and FACT (Put Tick mark)				
<b>FACT CORPORATE MATERIALS-CONTRACTS</b>					 <b>Tender No</b> <b>04031/2020-2021/E21953</b>
3.a	Uploaded Complete set of Tender Document including Schedule of Items of work without filling the rates(Put Tick mark)	<b>YES</b>	<b>NO</b>	<b>N/A</b>	
3.b	Uploaded Power of Attorney, Original / Attested by Govt.Gazetted officer in case an authorized representative of Tenderer, has signed the Tender(Put Tick mark)				
3.c	<b>EMD</b>				
	Uploaded scanned copy of EMD in the form of DD / Bankers Cheque or RTGS / NEFT /Direct Credit (Ref. Clause 4 of Instruction to bidders) (Put Tick mark)				
4.0	Attachment II-A- Form of Bid				
5.0	Attachment II-B:	<b>YES</b>	<b>NO</b>	<b>N/A</b>	
5.i	Uploaded Solvency Certificate of minimum 82 Lakhs from a Nationalised / Scheduled bank having validity starting after the date of Enquiry (In original/ Notary attested)				
5.ii	Uploaded Recent Banker's Certificate with Cash Credit and Bank Guarantee limit having validity starting after the date of Enquiry (In original/ Notary attested)				
5.iii	Uploaded PAN card (self Attested )				
5.iv	Uploaded GST Registration Certificate (if exemption , upload the Declaration Certificate also) as per Attachment-II-C (Put Tick mark) ( self Attested )				
5.v	Uploaded INFORMATION OF SIMILAR WORKS done during the past seven years with name of work, brief scope of work with initial / final contract value & Completion period.				
5.vi	Uploaded PRESENT COMMITMENTS with details of work, initial contract value, period of completion, name of client, expected date of completion , percentage progress etc.				
5.vii	Uploade Details of CONSTRUCTION PLANT AND EQUIPMENT available				
5.viii	Uploaded /submit offline SITE ORGANIZATION CHART in "FAMILY TREE"				
5.ix	Uploaded KEY PERSONNEL of his organization to be associated with the work, detailing their qualifications				

**CHECK LIST (List of Documents Uploaded)**

5.x	Uploaded Detailed PROGRAMME OF EXECUTION OF WORKS with respect to OWNER'S requirement in BAR CHART or PERT or Statement FORM high-lighting all important milestones to accomplish satisfactory completion of WORK within the stipulated completion period.				
5.xi	Uploaded VENDOR DATA FORM and Electronic Media Payment Format duly verified by Bank along with a cancelled cheque.(For new vendors Only)	<b>YES</b>	<b>NO</b>		
6	Uploaded COMPLIANCE STATEMENT clearly listing out the exceptions and deviations, if any, with regard to the specifications of individual equipment/materials/items of work, Proforma of Contract, Special Conditions of Contract, Addendum, if any( Put Tick mark )	<b>YES</b>	<b>NO</b>	<b>N/A</b>	
7	Uploaded Integrity PACT as per Instructions to bidders clause 18. ( Put Tick mark )	<b>YES</b>	<b>NO</b>		

**Name, Signature and Stamp of Contractor**