

FACT CORPORATE  
MATERIALS

Manpower Supply / Services on Contract  
Basis to FACT

Enquiry No.MM/180/E27442  
Dated 23.05.2023

दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड  
निगम कार्यालय  
पी डी प्रशासनिक बिल्डिंग  
उद्योगमंडल, कोचीन, केरल – 683 501  
दूर : (0484)- 2568 629/260,2545196  
ई मेल: [noble@factltd.com](mailto:noble@factltd.com); [paulpt@factltd.com](mailto:paulpt@factltd.com)  
वेबसाइट: <http://www.fact.co.in>



**एफ ए सी टी को संविदा के आधार पर जनशक्ति आपूर्ति / सेवाओं के लिए ई-निविदा**  
**[पृष्ठसंख्या सं: MM/180/E27442 dtd 23.05.2023]**

<https://eprocure.gov.in/> पोर्टल के माध्यम से दो साल की अवधि के लिए अनुबंध के आधार पर एफ ए सी टी को जनशक्ति आपूर्ति/सेवाएं प्रदान करने के लिए अनुभवी और वित्तीय रूप से मजबूत ठेकेदारों से ऑनलाइन बोलियां (दो भाग प्रणाली) आमंत्रित की जाती हैं। इस निविदा में कोई भी परिवर्तन/विस्तार केवल हमारी वेबसाइट/सीपीपी ई-प्रोक्योरमेंट पोर्टल के माध्यम से सूचित किया जाएगा और समाचार पत्रों में प्रकाशित नहीं किया जाएगा।

बोलियां जमा करने की नियत तिथि/समय: 07.06.2023/ अपराह्न 3.00 बजे।

ह/-

वरिष्ठ प्रबंधक (सामग्री) टी&एस.सी

|                                                                                                               |                                                 |                                                                                       |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------|
| IPRPD. BY :                                                                                                   | CHKD. & APPRD. BY :                             | DATE :                                                                                |
| Transportation &  Services | FERTILISERS AND CHEMICALS<br>TRAVANCORE LIMITED |  |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**NOTICE INVITING E-TENDERS**

Online bids are invited from experienced and financially sound Contractors, meeting the qualifications, terms and conditions specified, for undertaking Manpower Supply / Services on contract basis to FACT Ltd., for a period of Two Years.

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

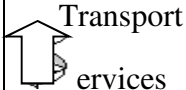

Visit <https://www.eprocure.gov.in> for online bid submission

**1.0 GENERAL INFORMATION**

|                                               |                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enquiry No.                                   | MM/180/E27442 Dated 23.05.2023                                                                                                                                                                                                                                                                                |
| Mode of Tendering                             | Two Part(COVER)<br>Part A: Pre-Qualification cum Techno-Commercial Bid<br>Part B: Price Bid                                                                                                                                                                                                                   |
| Due date & time for Submission of bids        | 07.06.2023 / 3.00 P.M.                                                                                                                                                                                                                                                                                        |
| Date & Time for opening of Part A of the Bid. | 08.06.2023 / 3.30 P.M.                                                                                                                                                                                                                                                                                        |
| Name of Work/Description                      | Manpower Supply / Services on contract basis to FACT Ltd. for a period of Two Years.                                                                                                                                                                                                                          |
| EMD                                           | Rs.100000/-through NEFT / RTGS                                                                                                                                                                                                                                                                                |
| Contacts                                      | 1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374 9497334230,<br>email:ajinoanandh@gmail.com<br>2) Mr. Noble Ulahannan, Tel: +91 484 256 8260,<br>e-mail: <a href="mailto:noble@factltd.com">noble@factltd.com</a><br>3) Mr. Paul P Thomas, Tel: +91 484 256 8629,<br>e-mail: paulpt@factltd.com |

**2.0 TENDER DOCUMENTS (e-TENDER)**

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

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                  |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  1 |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

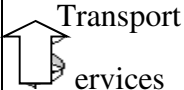

### **3.0 GENERAL**

- 3.1 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.
- 3.2 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.
- 3.3 Partnership firms having common partners will be treated as one Bidder. When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

### **4.0 EVALUATION OF BIDS**

- 4.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 4.2 Evaluation of bids will be based on the Lowest rate (Contractors service charge-Lumpsum per employee for one day of 8 hours man hour) quoted in the Price Bid.
- 4.3 If there is a tie in the L1 position, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders.

- 5.0** Bidder shall clearly indicate the time required for Mobilization / Commencement of Supply / Service from the date of receipt of Letter of Intent (LOI)/ Work Order.

|                                                                                     |                                                         |                                                                                         |
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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                  |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  2 |

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| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**6.0 Submission of forged documents**

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

**7.0** Estimated Total Contract Value- Rs.17.1 Crores. This estimate is inclusive of wages, other statutory dues and lumpsum amount of the contractor.

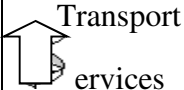

**8.0 SPLITTING UP OF Work:**

If non MSE bidder becomes lowest (L1), then 25% of total order quantity shall be allocated to MSE bidder as per clause 8.0 of Instruction to Bidders, based on matching with L1 quoted rate.

For the balance quantity the lowest bidder (L1) will be awarded 70 % and the second lowest bidder (L2) will be awarded 30% subject to capacity and also matching with the L1 rate.

If MSE bidder becomes lowest bidder (L1),70% of the work will be awarded subject to capacity and in this case the preference to MSE bidder as per the clause 8.0 of Instructions to bidders will not be applicable.

In case L2 does not match with the L1 rate then L3 will be awarded order allocated for second lowest bidder subject to L3 matching with L1 rate and so on. The opportunity shall be extended to all eligible

|                                                                                     |                                                     |                                                                                         |
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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                  |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  3 |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

bidders who qualify the PQ criteria until 2 bidders are shortlisted for placing of orders. In case L2, L3 etc. do not match with the L1 rate order may be given to L1 for the full quantity subject to capacity of L1.

**9.0** “Integrity Pact: The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and Fertilisers and Travancore Ltd. along with the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

- |                                                                                                                                                                                    |                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Shri Ahmad Javed<br/>Flat No.TF3, RKC Subrabath,<br/>Golf Course Road, Sector -12.<br/>Kharghar, Navi Mumbai-410210<br/>Mobile: 9821058152<br/>Email: ajtopcop@gmail.com</p> | <p>2. Shri B. Ravichandran<br/>Flat 902, Saikrupa Hill View,<br/>7th Street, Kumaran Colony,<br/>Vadapalani, Chennai 600 026<br/>Mobile: 9482234346<br/>Email: bravi1958@gmail.com</p> |
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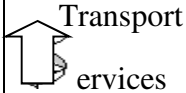

**In case bidders require any clarification pertaining to the tender please contact the officers at 1 / 2 under Note below. “Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.”**

**Note:**

- (1) **In case bidders require any clarification on this enquiry please contact- Senior Manager (Materials)-T&S, [Phone- 0484- 254196, 2568260], e-mail: [noble@factltd.com](mailto:noble@factltd.com) or Senior Officer (Materials)-T&S [Phone No.0484-256 8629], e-mail: [paulpt@factltd.com](mailto:paulpt@factltd.com), Centralised Materials, PD Administration Building, FACT Ltd., Udyogamandal P.O, PIN-683 501.**
- (2) **For information on nature of work please contact Deputy General Manager (Human Resources) [Phone No.2545058 / 2568708], e-mail [dilipmohan@factltd.com](mailto:dilipmohan@factltd.com). Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.”**

**For The Fertilisers And Chemicals Travancore Limited**

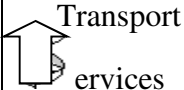

**SENIOR MANAGER (MATERIALS)-T&S-c**

|                                                                                     |                                                 |                                                                                         |
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|  | FERTILISERS AND CHEMICALS<br>TRAVANCORE LIMITED |  4 |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**List of Enclosures of this NIT is as follows:**

| <b>Sl. No.</b> | <b>Document</b>      | <b>TITLE</b>                                           | <b>No. of Pages</b> |
|----------------|----------------------|--------------------------------------------------------|---------------------|
| 1              | <i>Annexure I</i>    | <i>Instructions to Bidders (e-Tender)</i>              | 09                  |
| 2              | <i>Annexure II</i>   | <i>Pre-Qualification Criteria for bidders</i>          | 02                  |
| 3              | <i>Annexure III</i>  | <i>Vendor Data Updation Form</i>                       | 06                  |
| 4              | <i>Annexure IV</i>   | <i>Special Terms &amp; Conditions of Contract</i>      | 16                  |
| 5              | <i>Annexure IVA</i>  | <i>Manpower required indicative in nature</i>          | 1                   |
| 6              | <i>Annexure V</i>    | <i>Standard Terms &amp; Conditions of Contract</i>     | 6                   |
| 7              | <i>Annexure VI</i>   | <i>Compliance Statement</i>                            | 1                   |
| 8              | <i>Annexure VII</i>  | <i>Unpriced copy of Price bid format</i>               | 1                   |
| 9              | <i>Annexure VIII</i> | <i>Price bid format (BoQ in system)</i>                | 1                   |
| 10             | <i>Annexure IX</i>   | <i>Proforma of Bank Guarantee for Security Deposit</i> | 2                   |
| 11             | <i>Annexure X</i>    | <i>Proforma of Agreement</i>                           | 1                   |
| 12             | <i>Annexure XI</i>   | <i>Integrity Pact</i>                                  | 6                   |

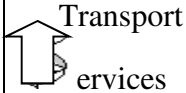

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| PRPD. BY :                                                                                             | CHKD. APPRD. BY ::                                  | DATE :                                                                                              |
|  Transport Services | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  <b>FACT</b> 5 |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**ANNEXURE – I**

**Instructions to Bidders (OPEN e-Procurement)**

- 1.0** Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0** Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0** Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1** The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                  |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  6 |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :

The Sr. Manager (Materials)T&S-c, Corporate Materials,  
PD Administrative Building, FACT Ltd., Udyogamandal PO,  
Kochi – 683 501, Kerala

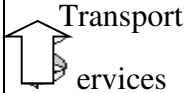

**4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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

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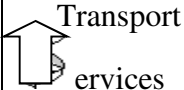



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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc

**6.0 BID OPENING:**

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

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                  |
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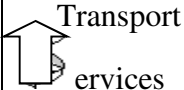

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

## 7.0 EARNEST MONEY DEPOSIT:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, MSE units (Micro and Small Enterprises) registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.
- 7.3 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

## 8.0 PURCHASE PREFERENCE:

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

|                                                                                     |                                                         |                                                                                         |
|-------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                  |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  9 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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

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

**This tender is divisible.**

**9.0 DEVIATIONS:**

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

**10.0 CONFORMITY:**

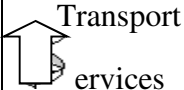

Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidder must certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

**11.0 Rates:**

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

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

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of**

|                                                                                     |                                                     |                                                                                          |
|-------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  10 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**GST.** GST if applicable will be payable extra by FACT as per Statutory notification.

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

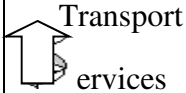

## 12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **Ten percent (10%) of the total contract value** by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

## 13.0 PURCHASER'S RIGHT:

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

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  11 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

#### 14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

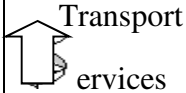

In case of unregistered contractor, a declaration to that effect with reason should be furnished.

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

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

The supplier/contractor shall do the following:

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

|                                                                                     |                                                         |                                                                                          |
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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  12 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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

Payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B”.

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

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

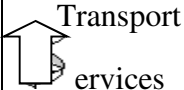

**16.0 GENERAL:**

16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.

16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.

16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.

16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  13 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Sr.Manager(Materials)T&S-c, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568273/2545196; Email:noble@factltd.com.

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

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

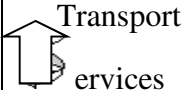

**17.0 TENDER UPDATES:**

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

**18.0 FRAUD PREVENION POLICY:**

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

**SR. MANAGER (MATERIALS)T&S-C**

|                                                                                     |                                                     |                                                                                          |
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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  14 |

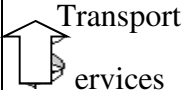

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure II**

**PRE-QUALIFICATION CRITERIA FOR BIDDERS**  
**Enquiry No. MM/180/E27442 dtd. 23.05.2023**

**Pre-qualification Criteria to be met by the Bidders:**

1. The bidder should be a single legal entity, registered in India as a Company under the Indian Companies Act or a Partnership firm registered under the Partnership Act of 1932 or a proprietorship firm.
2. If the Bidder is a Company, they should upload self-attested copy of the certificate of incorporation, Memorandum and Articles of Association of the Company. If the Bidder is a partnership firm they shall upload self-attested copy of partnership deed along with GST registration certificate. If the bidder is a proprietorship concern they shall upload self-attested copy of Banker's certificate and GST registration certificate.
3. The bidder should be in a manpower supply business for not less than three financial years preceding the current financial year 2023-24. The Bidder should have minimum three years of experience of rendering Manpower services in any Govt. Department / Govt. Institution / Public Sector Undertaking / Private Companies / Limited Companies.
4. The Bidder should have completed similar works of minimum value as described below during any of the last 5 years as on 31.03.2023. Copy of original work Order and completion certificate towards successful completion of similar services in Govt. Department / Govt. Institution / Public Sector Undertaking / Private Companies / Limited Companies shall be submitted;
  - i. One similar annual contract work costing not less than the amount equal to Rs. 3 crore OR
  - ii. Two similar annual contract work costing not less than the amount equal to Rs. 2 crore OR

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  15 |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
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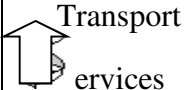

- iii. Three similar annual contract work costing not less than the amount equal to Rs. 1.5 crore .
5. The bidder should have provided a minimum of 100 personnel per day to any Govt. Department / Govt. Institution /Public Sector Undertaking / Private Companies / Limited Companies for a minimum period of one year under a single work order.
6. The bidder should have their office in the State of Kerala.
7. The bidder should be registered with government authorities as required under various applicable statutes and attested copy of the registration should be attached with the Technical Bid.

**Explanatory notes:**

- (a) Similar services means “Supply of Highly Skilled/Skilled/Semi Skilled/Clerical/Unskilled manpower”.
- (b) Copy of completion certificates issued by the concerned officer of the Govt. Department / Govt. Institution /Public Sector Undertaking / Private Companies under whom the bidder has executed such contract shall be attached. The certificate shall contain, (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount & (iv) date of completion of the contract.
- (c) In the case of ongoing contract a certificate indicating the (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount (iv) Percentage of the Contract/work completed as on 31.03.2023 (v) the amount released against the contract up to 31.03.2023 & (vi) date of actual completion of contract, shall be submitted.

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

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  16 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure - III**

**VENDOR DATA UPDATION FORM**

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

1. Name and address of the Bidder:
2. Address of Registered office:

Telephone No.

Fax No.

E-mail ID

3. Address of Head Office:

Telephone No.

Fax No.

E-mail ID



4. Address of Cochin Office:

Telephone No.

Fax No.

E-mail ID

5. Name of Contact Person at Cochin Office:  
with whom FACT may correspond

|                                                                                                        |                                                     |                                                                                                      |
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| PRPD. BY :                                                                                             | CHKD. APPRD. BY ::                                  | DATE :                                                                                               |
|  Transport services | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  <b>FACT</b> 17 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

Telephone No.

Fax No.

6. Name of the person authorised to :  
sign the Bid and related documents
7. Date of Registration of the Firm :  
(Attach copy of Registration Certificate)
8. Constitution of the Bidder : Proprietorship/ Regd. Partnership/Limited Company  
(Strike out which is not applicable)
9. Name and address of proprietor  
/Partners/Directors
- 1.
  - 2.
  - 3.
10. Category:

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

Micro / Small / medium.

(In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal ; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.)



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

SC / ST

iii) Enclose copy of the MSME/NSIC Registration Certificate.

11. Details of EMD:

Whether Exempted: EXEMPTED/PAID

|                                                                                                        |                                                     |                                                                                                      |
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| PRPD. BY :                                                                                             | CHKD. APPRD. BY ::                                  | DATE :                                                                                               |
|  Transport services | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  <b>FACT</b> 18 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

12. Name / address of the Bank with which bidder has dealings.

13. Financial Worthiness

i) Name Address & Tel. Nos of Bank with which the Bidder has financial dealings

ii) Details of credit limits/ facilities enjoyed.

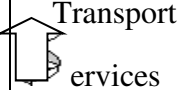

(Please submit Certificate from the Bank)

| S.No. | Name of the Bank | Type of credit<br>(i.e C/C, O/D etc.) | Amount of Credit<br>Limit Sanctioned<br>Rs. |
|-------|------------------|---------------------------------------|---------------------------------------------|
| 1     |                  |                                       |                                             |
| 2     |                  |                                       |                                             |

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

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

|   |                                                    |  |
|---|----------------------------------------------------|--|
| 1 | Income Tax PAN No. with copy                       |  |
| 2 | GSTIN No. (With copy of Registration Certificate). |  |
| 3 | Name of the Bank with address                      |  |
| 4 | Name of the Branch with address                    |  |
| 5 | MICR Code                                          |  |

|                                                                                     |                                                     |                                                                                          |
|-------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  19 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

|    |                       |  |
|----|-----------------------|--|
| 6  | IFSC Code             |  |
| 7  | Account Type          |  |
| 8  | Bank Account No.      |  |
| 9  | Account holder's Name |  |
| 10 | Vendor email address  |  |

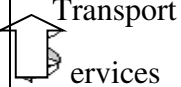

15. Details of Profit & Loss Account:

| S.No. | Year    | Total revenue receipts<br>(Rs.) | Profit / Loss(Rs.) |
|-------|---------|---------------------------------|--------------------|
| 1     | 2019-20 |                                 |                    |
| 2     | 2020-21 |                                 |                    |
| 3     | 2021-22 |                                 |                    |

(Copies of audited Profit & Loss Account for the above periods to be enclosed)

16. Details of Balance Sheet of the firm for preceding three years:

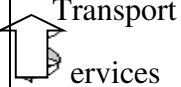

| S.No. | Year    | Total Capital<br>employed<br>(Rs.) | Reserves & Surplus<br>(Rs.) | Fixed Assets<br>(Rs.) | Current<br>Assets<br>(Rs.) |
|-------|---------|------------------------------------|-----------------------------|-----------------------|----------------------------|
| 1     | 2019-20 |                                    |                             |                       |                            |
| 2     | 2020-21 |                                    |                             |                       |                            |
| 3     | 2021-22 |                                    |                             |                       |                            |

|                                                                                     |                                                         |                                                                                          |
|-------------------------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                      | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  20 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

(Copies of audited Balance Sheets for the above periods to be enclosed).

17. Time required for mobilisation/ : .....Days  
commencement of work from LOI
18. The Service Provider shall not have been blacklisted by any Government Departments, Public Sector Companies, Banks and Government Autonomous organizations or private companies. An affidavit in this regard shall be submitted.
19. The Service Provider should be duly registered with the relevant authorities for PAN, GST, EPF, ESI, Labour License, etc. - documentary evidence
20. The Service Provider should have its own Bank Account. - - documentary evidence
21. The tendering Service Provider is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily /out rightly rejected and will not be considered any further:
  - a. PAN
  - b. Registration number and Certificate of Agency/Firm Incorporation
  - c. GST Registration No
  - d. E.P.F. Registration No
  - e. E.S.I. Registration No
  - f. A certificate stating that service provider has not defaulted from the payment of statutory dues like EPF/ESI/ GST and Income Tax etc.
  - g. Audited Balance Sheet and Profit & Loss A/c. for the last two years along with audit report to specify years.
  - (h) Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.
22. Have you ever been blacklisted by Government :  
Department, Public Sector, Quasi Government  
Undertaking

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  21 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**DECLARATION**

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render us liable for disqualification.

I/We also undertake to carry out the work as per the terms and conditions stipulated in the work order if issued to me/us and also furnish any other documents/records as required by FACT for the smooth and successful execution of the contract.

Authorised signatory:

Date:

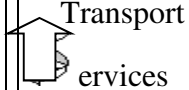

Name:

Place:

Designation:

Signature:

(Seal)

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| PRPD. BY :                                                                          | CHKD. APPRD. BY ::                                  | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  22 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure - IV**



**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

The Fertilizers And Chemicals Travancore limited (hereinafter referred to as 'FACT/Company), is a Govt. of India Enterprise under the Ministry of Chemicals & Fertilizers, having its corporate office at Eloor, Udyogamandal, Kochi and engaged in the manufacture and marketing of Fertilisers, Chemicals and Caprolactam, with activities spread over Manufacturing, Engineering Design and Consultancy, Fabrication etc.. The Company is having two manufacturing divisions at Udyogamandal and Ambalamedu and also having its marketing offices in various states.

FACT invites online bids from experienced and financially sound Contractors, meeting the qualifications, terms and conditions specified, for undertaking Manpower Supply / Services on contract basis to FACT Ltd. in the state of Kerala, for a period of Two Years.

**I. SCOPE OF WORK**

- i. Providing manpower to FACT Ltd to perform Highly Skilled/Skilled/Semi Skilled/Clerical/Unskilled work as may be required from time to time at various places in our plants and offices at Ambalamedu, Udyogamandal, Palluruthy, Ernakulam and other places in Kerala. The initial requirement of manpower assessed by FACT, which is indicative in nature, is mentioned in **Annexure – A**. The number of manpower may increase or decrease in future as per requirements of FACT. The number of manpower in various areas not specifically mentioned in Annexure A may also to be provided as per the requirements of FACT.

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| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY :                                                                           | DATE : |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  | 23     |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- ii. The successful bidder (Service Provider/Contractor) shall deploy such number of personnel as required/intimated by the Company from time to time, as per the terms and conditions mentioned herein.
- iii. While providing the services, the Service Provider shall ensure that for different services, only those who possess the required qualification and experience with proven ability to undertake challenges in job and who can perform as per the desired standards are deployed.
- iv. FACT reserves absolute right to assess any such personnel deployed by the Service provider through skill/practical test and accept or reject a person based on credentials.

**II. DURATION OF CONTRACT**



The contract will be for a period of two years commencing from the date of signing the contract/LoI as mentioned in the WO.

**III. PERFORMANCE SECURITY**

The service provider will have to deposit **10%** of the contract value towards Performance Security within 15 days of the receipt of the LOI, which shall be valid during the entire contract period. The performance security will be furnished in the form of the Account Payee Demand Draft (NEFT / RTGS) drawn in favour of 'The Fertilisers And Chemicals Travancore Limited, Udyogamandal, Kochi – 683501. The Security Deposit shall be \*returned/released after successful completion of the contract.

**IV. PLACE OF DUTY & WORKING HOURS**

- i. The personnel so deployed shall have to report for duty at the places specified by the Company from time to time. No extra liability on this account will be borne by FACT.

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  24 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|



- ii. The Company works round the clock in multiple shift system. The personnel are liable to be deployed in any of the shifts on any day as per the requirement of the Company. If need arises, the persons deployed shall have to stay late or come early on any day or attend work on any holidays as per work requirements.

**V. ATTENDANCE, PUNCTUALITY & DISCIPLINE**

- i. The personnel shall have to adhere to the timings strictly. Late arrivals, early departures and short leaves shall not be permitted. The labour/personnel deployed by the Service Provider should observe the rules of safety, discipline and conduct of FACT, while working within the precincts of the company. They shall be dutiful and obedient and should execute the work assigned to them diligently and efficiently.
- ii. The Service Provider’s personnel working in FACT should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Company. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- iii. The Service Provider shall ensure proper conduct of his persons in the workplaces. In case of detection of any act of misconduct/negligence or unsatisfactory performance on the part of the persons deployed by them, the same will be reported immediately to the Service Provider and the erring labourer shall be removed forthwith and to provide a substitute immediately.

**VI. AGE OF PERSONNEL**

The personnel being deployed by the Service provider shall not be below 18 years and not more than 45 years of age as on the date of engagement.

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  25 |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**VII. CHARACTER AND ANTECEDENTS**

- i. The persons deployed by the Service Provider should not have any Police record/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel will be got verified by the Service Provider through local police before their deployment.
- ii. If any of the personnel of the Service Provider indulges in theft or any illegal/irregular activities, misconduct, the Service Provider will take appropriate action as per law and rules against its erring personnel and such personnel shall be removed from engagement forthwith and suitable replacement to be provided immediately.

**VIII. HEALTH & SAFETY**

- i. Personnel deployed by the Service Provider must be in good physical and mental health and free from any physical defect or disability that is likely to interfere with efficient performance of the duties and/or safety of plants, machinery or co-workers during the course of his engagement with FACT.
- ii. The Service Provider, before deployment, shall, ensure that the personnel are medically and physically fit for the job and free from any communicable or infectious diseases, through medical examination arranged at any of the hospitals at his own expenses. The Service provider shall also arrange periodical medical examination of the personnel deployed once in six months at his own expenses to assess their fitness to continue in the contract service. If anyone found unfit upon such medical examination, he/she shall be removed from service forthwith and suitable replacement shall be provided immediately. The reports of medical examination of all



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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  26 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- personnel shall be submitted to FACT.
- iii. The Service Provider shall provide uniform, pair of safety shoes/foot wear, Helmets, masks and such other personal protective equipment which are required under the applicable statute to its personnel deployed at FACT at its own cost.

**IX. SUPERVISION, CONTROL AND COORDINATION:**



- i. The Service Provider shall emplace an effective and proper supervision method and ensure that manpower is deployed as per requirement of FACT. The Service Provider shall make all arrangements for carrying out the work effectively to the satisfaction of FACT in all respects. The Service Provider or his authorized representative and the Supervisor should meet the Authorised Officer of FACT periodically to give/get feedback/report/review of the performance of the work. The directions given by FACT to the Supervisor so nominated shall be conclusive and binding on the Service Provider.
- ii. For all intents and purposes, Service Provider shall be the ‘employer’ within the meaning of various labour legislations in respect of manpower so deployed at FACT and Service Provider shall be individually and entirely responsible for all and any liabilities in that regard. The persons deployed by the Service Provider at FACT, shall not have claims of any employer - employee relationship against FACT and shall not have any right to claim any Benefit/ compensation/ absorption/regularization in FACT under any statute. The persons deployed by Service Provider shall be the employees of the Service Provider for all purposes.
- iii. The Service Provider shall ensure that the person /persons deployed or to be deployed at FACT do not suffer from any legal disqualification by reason of his age or any law or statutes in force

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  27 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

from time to time or any other reason whatsoever.



- iv. The personnel deployed by the Service Provider shall be liable to search by the Company's Security Forces and shall have to strictly observe the rules and regulations relating to cleanliness, wearing of identification badges, safety, discipline and other general rules as applicable.
- v. If FACT is not satisfied with the service or conduct of any of the personnel of the Service Provider, for any reason whatsoever, the Service Provider shall remove such personnel forthwith as per directives of the Company.
- vi. The copies of appointment letter issued to the personnel deployed in the company shall be provided to FACT.
- vii. Bio-data with Photographs of personnel deployed duly certified by the Service Provider has to be provided to the authorized official of FACT for records.
- viii. It shall be the responsibility of the Service Provider to issue the employment card/ photo identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider will ensure that all its personnel invariably wear ID card during working hours.
- ix. The Service Provider shall be responsible for all acts of commission and omission on the part of the personnel engaged for the purpose. The FACT shall not be responsible in any manner, whatsoever, in matters of accident/injury/death/health etc. of the Service Provider's personnel performing duties under the contract. The Service Provider shall indemnify FACT for any loss/damages caused to FACT by reason of any claim by the personnel deployed or by any third party.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  28 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

It shall be the obligation of the Service Provider to pay compensation as per Employees' Compensation Act and or any other statute. No responsibility shall rest with FACT in this regard.

- x. FACT shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
- xi. The Service Provider shall be responsible for all or any kind of losses/damages caused to or suffered by FACT or its employees/officers due to any act or negligence of the labour/personnel deployed by the Service Provider and the Service Provider shall make good the said loss same. FACT shall have the absolute right to recover such losses/damages from any and all amounts payable to the Service Provider, including pending Bills. The Service Provider shall be liable for any theft or loss of property/properties by the personnel deployed by him.
- xii. The Service Provider shall ensure that the personnel deployed by him shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature which come into their knowledge during the course of engagement in FACT .
- xiii. The Service Provider shall depute one coordinator, who would be responsible for immediate interaction with the FACT so that optimal services of the persons deployed by the Service Provider could be availed without any disruption. He/she will be responsible to maintain all records and registers as required under various labour laws/other statutes.
- xiv. The Service Provider shall be contactable at all times and message



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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  29 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

sent by email/ SMS/Watsapp/ Special Messenger from the Company to the Service Provider shall be acknowledged immediately on receipt on the same day and prompt action/response shall be taken by the Service Provider.

**X. PAYMENT TERMS:**

- i. The Service Provider shall raise the bill only after releasing wages to the Contract personnel. For effecting payment for the services rendered by the Service Provider through his personnel, the Service Provider shall submit the bill, in triplicate, of the previous month along with attendance sheet duly verified by the officers of FACT in respect of personnel deployed and proof of having remitted statutory payments like ESI, EPF etc. pertaining to the earlier month within the first week of succeeding month. ie. Bill for the service of January along with attendance sheet of January and the proof of remittance of statutory payments of December should be submitted for payment in February.
- ii. After verification and satisfaction of these documents by the authorized official of FACT, the Bill will be processed for payment. A requisite amount/portion of the bill/whole of the bill shall be held until the documentary proof for remittance of ESI/PF/Other statutory contributions is furnished, at the discretion of the FACT.
- iii. Statutory levies other than Employees' contribution under ESI and EPF Acts will be reimbursed to the Service Provider on submission of proof of remittance to the FACT authorities.
- iv. Bonus as admissible under Payment of Bonus Act will be reimbursed at actuals on production of proof of payment.
- v. The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by FACT.



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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  30 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- vi. Service Provider shall provide the Permanent Account Number allotted to him by the Income Tax Department to enable FACT to process the payment.
- vii. The service charges to the Service Provider will be firm and applicable throughout the validity of this Agreement, irrespective of change in wages, PF/ESI contributions, etc.
- viii. While quoting the Service Provider should mention GST separately.

**XI. PAYMENT OF WAGES/BONUS**

- i. The Service Provider shall ensure that the personnel deployed by him at FACT shall be paid the minimum wages for such class/class of industries as may be notified by the Central Government from time to time during the contract period. If there is any upward revision in the minimum wages during the contract period occurred, Service Provider shall make the payments accordingly, and FACT will reimburse the differential amount towards minimum pay of workers from time to time.
- ii. The Service Provider shall ensure that the wages to the personnel deployed by him at FACT is made by 7th day of the succeeding month through bank transfer only.
- iii. The Service Provider shall provide pay slip duly indicating details of pay, deduction thereon to each of the personnel deployed in FACT and a copy of the same shall be submitted to FACT
- iv. The Service Provider shall ensure that the personnel deployed by him at FACT shall be paid, the applicable minimum bonus as may be notified by the Central Government from time to time during the contract period.

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  31 |





|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**XII. LICENSE / REGISTRATIONS:**

- i. The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated and earnest money/ performance security deposited by the service provider will stand forfeited unless condoned by FACT. The FACT shall be at liberty to recover losses, if any, from the Service Provider.
- ii. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements including obtaining license / registration under applicable statutes in respect of the manpower engaged by him and FACT shall not be liable for and a party to any dispute arising out of such deployment by the Service Provider.
- iii. All procedural formalities including for obtaining License/Registration required for the contract shall be arranged by the Service Provider. Any lapse in this regard shall be solely attributable to the Service Provider and FACT shall in no way responsible for the same. The Service Provider undertakes to indemnify FACT in this regard.

**XIII. STATUTORY REMITTANCE:**

- i. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum Wages, Provident Fund and Employees State Insurance, payment of Bonus, etc., in respect of the persons deployed by them at FACT.



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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  32 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- ii. FACT, apart from the remuneration, will reimburse to the Service Provider all statutory charges towards ESI, EPF and Bonus, as applicable under prevailing law from time to time.
- iii. The Service Provider shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the Service Provider to FACT to concerned tax, ESI, EPF authorities through his Code from time to time as per extant rules and regulations on the matter. In case, the Service Provider fails to comply with the statutory/taxation obligation under appropriate law, and as a result thereof, FACT is put to any loss/obligation, monetary or otherwise, FACT will deduct the same from the monthly bills and/or the performance security deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- iv. All taxes, Central, State and Municipality in respect of the personnel deployed by him at FACT shall be promptly paid by the Service Provider

**XIV. LIABILITIES UNDER VARIOUS LAWS**

- i. The Service Provider shall scrupulously fulfill all obligations under the applicable Central and State Acts and Rules framed there under, having a bearing on his profession as the CONTRACTOR including but not limited to the following and their re-enactments / amendments / modifications.
  - a) The payment of wages Act 1936
  - b) The Employees Provident Fund Act, 1952
  - c) The Factories Act, 1948
  - d) The Contract Labour (Regulation and Abolition) Act, 1970
  - e) The Payment of Bonus Act, 1965



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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  33 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- f) The Payment of Grauity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Minimum Wages Act, 1948
- ii. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- iii. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of FACT or any other authority under law.
- iv. The Service Provider should obtain insurance under the Employees Compensation Act in respect of those personnel's who are not covered under ESI.

**XV. PENALTY**

- i. The Service Provider shall replace immediately any of their personnel who are found unacceptable to FACT due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the FACT. The delay in providing a substitute beyond five working days would attract a penalty @Rs.3000/- per day on the service provider. In case of delay of more than 15 days, FACT may, at its discretion, terminate the contract.
- ii. The Service Provider shall immediately provide substitute(s) in the event of any person(s) leaving due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @Rs.1000/- per day on the service providing agency. In case of delay of more than 15 days, FACT may, at its discretion, terminate the contract.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  34 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**XVI. RISK PURCHASE :**



If the Service Provider fails to deploy the manpower as per the terms and conditions of the contract, FACT shall have the right to deploy from other sources with or without terminating the contract. The extra cost being incurred by FACT in this regard should be to the account of the Service Provider, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the Service Provider or otherwise.

**XVII. INDEMNIFICATION:**

- i. The Service Provider undertakes and agrees to indemnify FACT against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by FACT due to breach of the terms and conditions of the contract and in such case, FACT is entitled to recover the same from the Service Provider from any amount payable to him including pending Bills.
- ii. In case FACT is being made party to any litigation by the employee of the Service Provider for any reason whatsoever, the Service Provider shall bear/ indemnify any cost incurred by FACT to defend the same including the advocate fees and other expenses.

**XVIII. FORFEITURE OF EMD/SECURITY DEPOSIT**

- i. If the successful bidder/agency refuses/fails to accept the Letter of Intent (LOI)/Work Order issued by FACT or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement or in the event of the breach or non-fulfillment of any of the terms and conditions of the Agreement EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by FACT.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  35 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

- ii. If the bidder withdraws bids before/after finalization of the tender, EMD will be forfeited.
- iii. If the contract is terminated by FACT due to poor performance / violation(s) of any clause(s) of the agreement or for any bad acts considered prejudicial by FACT of the selected bidder, security deposit will be forfeited.
- iv. The decision of FACT as to what constitutes breach or nonfulfillment shall be final and binding on the Service Provider and shall not be questioned by him in any manner.



**XIX. TERMINATION OF THE CONTRACT:**

FACT shall have absolute right to terminate the agreement at any time after giving one month notice with or without mentioning the reasons. The termination shall not prejudice the rights and liabilities accrued by the parties till the effective date of termination. However, FACT can terminate the contract with immediate effect without giving any notice in case of the following reasons;

- a) Failure of the Service Provider to commence the work within a stipulated period, or
- b) If the performance of the Service Provider is found to be unsatisfactory or In case of any material violation or breach of terms and conditions.

**XX. FORCE MAJEURE:**

If any time during the contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reason beyond the control of either party, such as acts of public enemy, civil commotion, sabotage, fires, floods, explosions epidemics or other acts of God, strike or lockout in the factory(herein

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  36 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|



after referred to eventualities provided notice is given by either party to the other from the date of occurrence neither party have any claim for damages against the other in respect of such non - performance or delay in performance / service . The services shall resume as soon as such eventualities come to an end, or cease to exist.

**XXI. EXECUTION OF AGREEMENT**

The Service Provider has to enter into an agreement with FACT in a stamp paper as per Rules in force for the contract for providing manpower within 15 days of receipt of the confirmatory order of acceptance of tender/LOI, failing which he will lose his claim on the Work Order awarded in his favour and the Earnest Money Deposit/Security Deposit will be forfeited. The agreement will contain inter-alia all the above mentioned conditions and/or other relevant conditions. Violation of any of the terms thereof by the Service Provider will entitle the Company to repudiate the agreement forthwith.

**XXII. SETTLEMENT OF DISPUTES**

- i. If any dispute arises out of or relating to or in connection with this contract, between the Service Provider and the FACT, the same shall be amicably settled through mutual discussions. However, if the disputes are not resolved by discussions as aforesaid with in a period of 30 days, then the matter will be referred for arbitration to a sole arbitrator to be appointed by the FACT in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under from time to time. The venue for the Arbitration will be Ernakulam and the proceedings shall be in English. The decision of the Arbitrator shall be final and binding on the parties.

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  37 |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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

**XXIII. MISCELLANEOUS:**

- i. The Service Provider shall not assign, transfer, or sub-contract the performance or service without the prior written consent of the FACT.
- ii. FACT shall not provide any medical facility and/or residential accommodation to the labour deployed by the Service Provider and the same, if required, should be the responsibility of the Service Provider.

=====



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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                                                      |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  <span style="float: right;">38</span> |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure – IVA**

**MANPOWER REQUIRED INDICATIVE IN NATURE**

| <b>SL NO</b> | <b>CATEGORY</b>                          | <b>MAX AGE</b> | <b>QUALIFICATION</b>                                                                                                                                                                                     | <b>EXPERIENCE</b>                                                                                                                                                     |
|--------------|------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1            | UNSKILLED                                | 45             | Std X Pass                                                                                                                                                                                               |                                                                                                                                                                       |
| 2            | FITTER                                   | 45             | Std X pass with National Trade Certificate in the trade of Fitter / Mechanic                                                                                                                             | 2 years' experience in the trade in a large Fertilizer / Chemical / Petrochemical / Engineering Industry                                                              |
| 3            | RIGGER                                   | 45             | Std X Pass                                                                                                                                                                                               | 5 years' experience in Material handling, Rigging jobs and other works related to plant / equipment / maintenance. Should possess good physique and physical stamina. |
| 4            | ASSISTANT GENERAL                        | 45             | Graduate in any discipline (3 year course) with minimum 50% marks, and knowledge in Office Automation Systems / Computer knowledge especially word processing and spreadsheet like MS Word and MS Excel. |                                                                                                                                                                       |
| 5            | GARDENER                                 | 45             | Std X Pass                                                                                                                                                                                               | 3 years' experience as Gardener                                                                                                                                       |
| 6            | HEO/<br>FORKLIFT<br>OPERATOR<br>/ DRIVER | 45             | Std X Pass, HVL with badge                                                                                                                                                                               | 5 years' experience in operation and maintenance of Heavy Equipments TATA Cranes, P&H Cranes, Coles Cranes etc.                                                       |

|                                                                                     |                                                         |             |                                                                                          |
|-------------------------------------------------------------------------------------|---------------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |             |  39 |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure-V**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

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

**01. GENERAL:**

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

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

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

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



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

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

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

**02. SECURITY DEPOSIT :**

The contractor shall remit interest free Security Deposit (SD) equivalent to **Ten percent**

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|-------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------|--------|
| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY :                                                                           | DATE : |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |  | 40     |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

(10%) of the total contract value by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

**03. RATES:**

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

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

**04. PAYMENT :**

Payment shall be effected, on presentation of the bills to the Chief Manager(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as Income Tax, TDS on GST etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

**05 QUANTITY :**



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

**06. CONTINUITY OF WORK :**

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

**07. RESPONSIBILITY FOR MATERIAL:**

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

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|-------------------------------------------------------------------------------------|---------------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |             |  41 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**08. SECURITY & SAFETY REGULATIONS :**

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

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

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

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



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

~~Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.~~

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

**09. STATUTORY OBLIGATIONS**

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

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|-------------------------------------------------------------------------------------|---------------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |             |  42 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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

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

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

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non-compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.

The workers deployed by the contractor for the work shall be covered under the PF & ESI Acts. The contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable.



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

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

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

**10. CONTRACTOR'S WORKMEN**

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

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  43 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

for whatever reason FACT deems fit.

**11. DEFAULT:**

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

**12. TERMINATION :**

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

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

**13. FORCE MAJEURE:**

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

**14. ASSIGNMENT :**



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

**15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:**

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

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

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

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  44 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**16. ENVIRONMENT MANAGEMENT SYSTEM :**



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

**17. FRAUD PREVENTION POLICY OF FACT:**

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

**18. ENTIRETY OF CONTRACT :**

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

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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  45 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure VI**

**COMPLIANCE STATEMENT**

We state that Enquiry No. MM/180/E27442 Dated 23.05.2023 is in full compliance with the documents issued against the Enquiry No: MM/180/E27442 Dated 23.05.2023 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

|                                                                                     |                                                         |             |                                                                                       |
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| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY : | DATE :                                                                                |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |             |  |

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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**ANNEXURE – VII**

**UN-PRICED COPY OF PRICE BID**

**(Important: Please do not indicate any rates in this format. Only indicate “Quoted” under each blank column)**

From \_\_\_\_\_ To \_\_\_\_\_

Dear Sirs,

Sub: Providing Manpower Supply/Services on contract basis to FACT Ltd  
Ref: Enquiry No. MM/180/E27442 Dated 23.05.2023

With reference to the above enquiry, we quote our lowest rate for the subject work as follows:

| <b>S.L No.</b> | <b>Particulars</b>                                                       | <b>Price (Per Employee)</b> |
|----------------|--------------------------------------------------------------------------|-----------------------------|
| 1              | Contractor’s Service Charge (Lumpsum per Employee for one day of 8 hour) |                             |

GST shall be extra as applicable based on statutory notifications.

We have read and understood the Enquiry Notice, Instructions to Bidders and Terms and Conditions of this Enquiry and hereby confirm our acceptance to the same.



Signature of the Bidder

Name of the Bidder

Date:

Place:

(Seal)

|                                                                                     |                                                     |             |                                                                                          |
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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  47 |





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|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**ANNEXURE – VIII**

**PROFORMA OF PRICE BID**

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

|                                                                                     |                                                     |             |                                                                                          |
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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  48 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**Annexure - IX**

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT  
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON  
STAMP PAPER WORTH Rs.500/-)**

To

The Fertilisers and Chemicals Travancore Ltd.,  
Udyogamandal, Cochin-683501.

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

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



We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirm that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

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

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

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank

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|-------------------------------------------------------------------------------------|---------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                              | APPRD. BY : | DATE :                                                                                               |
|  | <b>FERTILISERS AND CHEMICALS<br/>TRAVANCORE LIMITED</b> |             |  <b>FACT</b> 49 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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

Any notice by way of request, demand or otherwise here under may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State.



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

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

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

Place:

Full address of the Branch issuing this guarantee:

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  50 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**ANNEXURE-X**

**AGREEMENT**



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

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

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

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

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

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------|--------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY :                                                                           | DATE : |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |  | 51     |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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

IN WITNESS thereof the CONTRACTOR, M/s.... and The Sr. Manager (Materials) T &S of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.



For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  52 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

**ANNEXURE-XI**

(To be executed on Plain 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 contact 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

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  53 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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 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.

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  54 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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.

**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

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                               |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  <b>FACT</b> 55 |



|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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 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

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  56 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentially.

(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

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|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|------------------------------------------------------------------------------------------|
| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  57 |

|                            |                                                                 |                                               |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|
| <b>CORPORATE MATERIALS</b> | <b>MANPOWER SUPPLY / SERVICES ON CONTRACT BASIS TO FACT LTD</b> | Enquiry No:MM/180/E27442<br>Dated :23.05.2023 |
|----------------------------|-----------------------------------------------------------------|-----------------------------------------------|

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 )

\_\_\_\_\_  
For & On behalf of Bidder(s)/Contractor(s)

(Office Seal)

(Office Seal)

Place:



Date:

Witness 1:

(Name & Address).....

Witness 2:

(Name & Address).....

|                                                                                     |                                                     |             |                                                                                          |
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| PRPD. BY :                                                                          | CHKD. BY :                                          | APPRD. BY : | DATE :                                                                                   |
|  | <b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b> |             |  58 |