

FACT CORPORATE MATERIALS	<b>Engagement of Service Provider for Online Processing of Recruitment</b>	Enquiry. No. MM/181/E24972 dated 22.02.2022
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THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED  
CORPORATE MATERIALS, PD ADMINISTRATIVE BUILDING  
UDYOGAMANDAL- COCHIN – 683 501(KERALA)  
Tel: (0484) – 256 8273, 8260, 2545196  
e-mail:noble@factltd.com, aneeshya@factltd.com  
Website: <http://www.fact.co.in>


**E-Tender for Engagement of Service Provider for Online Processing of Recruitment .**

**Enquiry No. MM/ 181/E24972 dated 22.02.2022**

FACT invites Online Bids (TWO PART) for Engagement of Service Provider for Online Processing of Recruitment through <https://eprocure.gov.in> portal for a period of TWO years (extendable by one more year at the discretion of FACT Management subject to satisfactory service by the Service Provider). Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bid is **09.03.2022 / 03.00 PM.**

-Sd/-  
SM (Materials)T&S-C

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### **NOTICE INVITING e-TENDER**

- 1.0** FACT invites online bids (two part) through <https://e-procure.gov.in> portal, for Engagement of Service Provider for Online Processing of Recruitment for end to end recruitment process for recruitment of management trainees, officers, technicians, assistants, nurse, craftsmen, stenographers etc and any other posts as per requirement.

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


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

### **2.0 General Information**

Enquiry No.	<b>MM/ 181/E24972 DTD 22.02.2022</b>
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	09.03.2022 / 03.00 PM.
Date & Time for opening of Part A of the Bid.	10.03.2022 / 03.30 PM.
Contract Period	TWO years (extendable by one more year at the discretion of FACT Management subject to satisfactory service by the Service Provider) from the date of issue of our Work order/ Letter of Intent, whichever is earlier.
Name of Work/ Description.	<b>Engagement of Service Provider for Online Processing of Recruitment</b> as per the terms and conditions and scope of work attached.
EMD	<b>Rs. 1,00,000/- by NEFT/RTGS</b>
Security Deposit	3% of the total contract value
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr. Noble Ulahannan, Tel: +91 484 256 8260, e-mail: noble@factltd.com

### **3.0 TENDER DOCUMENTS (e-TENDER)**

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

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#### 4.0 PRE QUALIFICATION CRITERIA: Pre-qualification criteria to be met by bidders-

Bidders are required to qualify each of the following Pre-Qualification Criteria to become eligible for the evaluation of Techno-Commercial bid.


- 1.0 Service Provider should have at least 3 years' experience in the field of conducting online test including online application processing for Government Departments / PSUs / Autonomous Bodies.
- 2.0 Service Provider should have successfully conducted at least three online tests for recruitment for any Government Departments or Public Sector Undertakings/ Autonomous Bodies during the seven calendar years of 2021, 2020, 2019, 2018, 2017, 2016 and 2015 involving 5000 candidates or more in a single day.
- 3.0 Should have annual turnover of more than Rs.40 Lakhs in three of the past five financial years.
- 4.0 The testing system of the Service Provider should be compliant with ISO 27001 (Former BS7799- 2)

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

**In Support of above Service Provider should submit following:**

- a) List of clients including Government Departments/ PSUs/Autonomous Bodies where online test including online application processing were executed, with self- attested copy of work orders and Completion Certificate /documents in evidence of completion of online tests for each of the online test including application processing in proof of criterion 1.0 above.
- b) Completion certificate /documents in evidence of completion of online tests involving 5000 candidates or more in a single day, along with the copies of Work Order are required to be enclosed for each of the online test in proof of Criterion 2.0 above.
- c) Copy of Audited Profit & Loss Account and Balance Sheet for any three of the past five financial years where annual turnover has exceeded 40 Lakhs in proof of Criterion 3.0 above.
- d) Confirmation of testing system compliant with ISO 27001, with certification in proof of Criterion 4.0 above.

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

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## 5.0 **SCOPE OF WORK:**

Please refer Special Terms and Conditions of Contract (Annexure III).

## 6.0 **EVALUATION OF BIDS:**

- 6.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 6.2 Evaluation of bids: Evaluation of bids and determination of the L1 bidder shall be based on the lowest total value as given in the price bid format.
- 6.3 In case more than one bidder becomes L1, based on the evaluation method as per above, contract will be finalized based on revised lower rates which will be obtained from the L1 bidders in sealed covers. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.
- 7.0 **Security Deposit-** Please refer clause 17 of Special Terms and Conditions of Contract (Annexure III).

## 8.0 **RATES**

Bidders shall **quote their lowest competitive rate per eligible candidate per cycle for whom roll number is allotted** as per the Price Bid Schedule.


Number of candidates may be in the range of 4000-15000 per cycle. However, the rate quoted shall be applicable for the actual number of candidates even if it varies from this range. Recruitment cycles may be one or more during the contract period as per the requirements of the Company.

Prices quoted should be all-inclusive for executing the work as per the RFQ, except statutory GST. GST if applicable, will be payable extra by FACT as per statutory notification.

All costs for any other item / services, which are considered necessary for executing the job like all taxes, duties, levies, license fees, payments to any third party, all costs towards carrying out any surveys, travel to site, site visits by its personnel, incidental expenses etc. required to fulfill the Scope of Work specified in the RFQ are deemed to have been included in the lump-sum price.

Conditional discount, if offered, shall not be considered for evaluation.

Prices quoted by the bidder shall be firm and fixed during the performance of the contract, for different recruitment cycles for a period of TWO years (extendable by one more additional year at the discretion of FACT Management subject to satisfactory service by the Service Provider) from date of issue of LOI/Work Order, whichever is earlier. One recruitment cycle means recruitments against one recruitment

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advertisement. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. FACT shall deduct income tax applicable from the payments due to the bidder under the contract and issue the certificate towards the tax deducted at source.

#### 9.0 **Right to accept any Bid and to reject any or all Bids**

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


#### 10.0 **GENERAL**

- 10.1 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.
- 10.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 10.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 10.4 Any information on familiarization/nature of work, if required by the bidders, can be had from the DGM(HR) IR, FACT HR and Administration (Tel:0484-2568857)

#### 11. **Documents comprising the bids:**

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

- a. Bidder's Organisation Profile as per Part A of Annexure IIA, with documents to substantiate.
- b. Details of the work-experience and other documents to prove that the bidder meets pre-qualification criteria in clause 4.0 of NIT.
- c. Details of Bidder's infrastructure in India.
- d. Details on how the bidder proposes to execute the work within the timeframe specified in the RFQ, manpower and other resources proposed to be deployed etc.
- e. Declaration as per format in Annexure- IIB that Bidder is not under liquidation / bankruptcy / Blacklisting / Enquiry holiday.
- f. Technical Information Sheet as per Annexure IIC duly filled, with documents (wherever applicable) to substantiate.

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- g. Any other document as may be required to substantiate the suitability of Bidder for the job.
- h. Any other information/details required as per the RFQ.


Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

SM(Materials)T&S-C

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

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II A	Vendor data updation (Declaration) Form	5
3	Annexure II B	Declaration that Bidder is not under liquidation / bankruptcy / Blacklisting / Enquiry holiday	1
4	Annexure II C	Bidder`s Technical Information Sheet	2
5	Annexure III	Special Terms and Conditions	19
6	Annexure IV	Standard Terms and Conditions of Contract	5
7	Annexure V	Compliance Statement	1
8	Annexure VI	Unpriced copy of Price bid format	1
9	Annexure VII	Price bid format (BoQ)	Separate Excel Sheet Attached
10	Annexure VIII	Proforma of Bank Guarantee for Security Deposit	2
11	Annexure IX	Proforma of Agreement	1


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## **ANNEXURE – I**

### **INSTRUCTIONS TO BIDDERS (OPEN E-PROCUREMENT)**

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

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**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.**

- 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

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evaluation.

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

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

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

**This tender is non-divisible.**

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

- 12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative

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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.

### 14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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


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

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

The supplier/contractor shall do the following:

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

GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the

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supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

#### 16.0 GENERAL:

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

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

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


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

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

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the 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.

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#### 17.0 TENDER UPDATES:

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

#### 18.0 FRAUD PREVENTION POLICY:

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

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

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**ANNEXURE-II A****Vendor data updation (Declaration) Form**

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(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 full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification.

**PART A: ORGANIZATION PROFILE**

1. Name of the Bidder:

2. Address:

3. Address of Cochin Office:

Phone No:

Mobile Phone No:

4. Name /Designation of contact person

Telephone No:

Fax No:

Mobile phone No:

5. Constitution (Please tick):  
Company/Individual/Proprietorship / Regd. Partnership/ Limited  
Private Limited/ Public Sector etc.

6. Date of Registration (Attach copy of Registration Certificate/Partnership Deed), if any.

7. Name of Chief Executive Officer

Address

E-mail

Phone Number:

8. Category:

i) Whether the entrepreneur comes under the following status (please tick)  
Micro / Small / medium

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\* In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the offer; 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

9. List of offices / Centers /Field Units etc. (use extra sheets if necessary) in India to be shown as per given format:

S. No.	Name of City/State	Name of Contact Person, Address, Telephone, Fax, E-mail Address	No. of Staff available/deputed including field staff	Infrastructural facilities available as relevant to examination processing services (in brief)
1.				
2.				
3.				

Note:

i) Please add columns as per requirement.


ii) Do you have office in Kochi? If not, what do you propose for smooth execution immediately when work is assigned to Service Provider

10. Have you ever been blacklisted by any Government Departments, Public Sector, Quasi Government Undertaking.

11. Any other details (if desired to be submitted by organization).

12. Short notes / tables on:

- About Professional Service Provider/ organization/Firm
- Organizational Structure of the Firm.
- Year of commencement of Business/Establishment (With Proof)
- Years of Experience
- List of clients
- Range of Services provided/able to provide as relevant to online examination processing services.
- BIS/ISO Certifications (if any)
- Whether under liquidation, court receivership or similar proceedings? Give details.

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**PART B: EXPERIENCE OF CONDUCTING ONLINE TESTS FOR RECRUITMENT**

1.1. The bidding Service Provider must show the relevant experience of having successfully conducted at least three online tests for recruitment for any Government Departments or Public Sector Undertakings/ Autonomous Bodies during the seven calendar years of 2021, 2020, 2019, 2018, 2017, 2016 and 2015 involving 5000 candidates or more in a single day as detailed in PQ criteria no 2, with supporting documents viz. self-attested copies of letters of Award and completion from the clients ,other documents to prove execution as per following format:

## 1. Details of “End-to-End solution for Online Examination Processing Services” .

(a) Name of the Project and client: \_\_\_\_\_

Sl. No.	Nature/type of assignment and number of candidates	Value of Work order (Rs.)	Date Commencement & Completion	Whether proof enclosed (Yes/No)

(b) Name of the Project and client: \_\_\_\_\_

Sl. No.	Nature/type of assignment and number of candidates	Value of Work order (Rs.)	Date Commencement & Completion	Whether proof enclosed (Yes/No)

**Note:**

i) Add table for other projects, if applicable.

ii) If related proof of experience is not enclosed, it will be presumed that organization has no experience in undertaking the work as per details given above.

iii) If there has been any retest required due to problems in the online test, it may be specifically mentioned in each case.

2. Any other details (if desired to be submitted by Bidding Service Provider) - Please add separate sheets, if needed.
3. A brief write-up on the methodology to be adopted by Bidding Service Provider for execution of the work under reference.

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**PART C: FINANCIAL DATA****1. INCOME & TURNOVER FOR THE PREVIOUS FIVE FINANCIAL YEARS.**

Sl. No.	Financial Year	Total Income / Turnover (Rs.)
1.		
2.		
3.		

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

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

**2. Financial Worthiness:**

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

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

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

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**PART D: DETAILS OF THE KEY PROFESSIONALS.**

List and brief details of Professionals in rolls or associated with experience in similar activities.

S. No.	Name of the Key Professionals	Educational Qualification	No. of Project of similar nature	Brief Experience (*)

Note: (\*) CV also to be enclosed.

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

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

**DECLARATION**

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

Date:

Name of Bidder:

Place

Signature of Bidder:

(Seal)

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**Annexure-II B**

**Declaration that Bidder is not under liquidation / bankruptcy / Blacklisting / Enquiry holiday**

To

Date:

The Fertilisers And Chemicals Travancore Limited  
Udyogamandal-683501

Dear Sir,

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

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / FACT Limited.

We agree that if anything contrary to the above is noticed in future, our Bid /Contract may be rejected / terminated, without prejudice to other recourses available to FACT as per the RFQ referred below and as per law.

Place:\_\_\_\_\_


Signature of Authorized Signatory:

Date:

Name :

Designation :

Seal :


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**Annexure-II C**

**Bidder`s Technical Information Sheet**

Sl. No.	Description	Yes / No	Mention Supporting Facts / Details
1	Details of EMD : ( UTR number/Date )  Amount:		
2	ISO 27001 (Former BS 7799-2) Certification for Online Test Confidentiality		
3	Whether you have developed qualifying online test modules  (If yes, attach copy of Work Order)		
4	Whether you have administered the online test modules at All India Level including setting up of the exam centres at various locations  (If yes, attach copy of Work Order)		
5	Whether the IT infrastructure where web servers, file/application server and database server hosted owned by bidder.		
6	Whether any comprehensive third party audit (As per requirement of ISO 27001 or equivalent and IT act 2000 and further amendments) has been carried out for IT Infrastructure where the Web application / Online test Software are to be hosted.		
7	Where the IT setup and process used to support the online recruitment / testing is certified for ISO9001 or ISTM 20000 or equivalent.		
8	Where Application Security testing was carried out for Web Application / Online test software.		

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9	Whether audit trails are being captured in the Web Application and Test Software.		
10	Whether the mechanisms are in place to ensure safety and security (VPN, Secure browser tool, other mechanisms etc.) of data transfer and to protect confidentiality of the online test		
11	Whether sufficient features are provided in application for authentication of users.		
12	Whether Business continuity/Disaster recovery setup is in place.		
13	Whether mechanism is available for collecting fees online through payment gateway using credit cards/ debit cards / online transactions etc.		
14	Whether mass e-mailing and or SMS feature is available for information dissemination.		
15	Whether the Service Provider has successfully conducted at least three online tests for recruitment for any Government Departments or Public Sector Undertakings/ Autonomous Bodies during the seven calendar years of 2021, 2020, 2019, 2018, 2017, 2016 and 2015 involving 5000 candidates or more in a single day. Work orders, Completion certificate / other documents evidencing completion of online tests involving 5000 candidates or more in a single day is required to be enclosed for each of the online test.		
16	Whether the Service Provider has been empaneled by or entered into any agreement with any Government Department / Public Sector Undertaking for Online test for recruitment.		

Note: In response to every item (Sr. No. 1 to 16) appropriate details should be provided in last column. Additional sheets can be used, if required.


The copies of documentary evidence (wherever applicable) in support of the above are enclosed.  
List of enclosures: 1.  
2.

Signature of the authorized representative of the bidder

Name & address

Date

Company seal

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**Annexure-III**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**DEFINITIONS AND INTERPRETATIONS**

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

**“FACT” and “Company”** shall mean The Fertilisers And Chemicals Travancore Limited, having it's registered Office at Udyogamandal-683501, Kerala.

**SERVICE PROVIDER** shall mean the successful bidder who is awarded the contract for execution of the work/service, against their bid in response to the Request For Quotation issued by FACT.

**FACT 'S REPRESENTATIVE** means the person appointed or authorized by FACT in connection with execution of the contract.

**SERVICE PROVIDER's REPRESENTATIVE** means the person appointed by Service Provider for execution of the Contract.

**CONTRACT** shall mean Letter of Intent and the Work Order issued by FACT to the Service Provider and all attached documents, Annexures and documents referred therein and all terms and conditions thereof together with any subsequent modifications thereto issued by FACT.


**CONTRACT PRICE** shall mean the price as per the Letter of Intent / Work Order which is inclusive of all taxes and duties but exclusive of Goods and Service tax.

**SERVICES** mean the duties to be performed and the work/services to be rendered by Service Provider according to the terms and conditions of the Contract.

**REQUEST FOR QUOTATION or RFQ** shall mean and include the present document entitled REQUEST FOR QUOTATION with all its enclosures, for the work/service as described in the scope of work, and such other supplements, corrigenda and addenda which may be issued in connection with the present Request For Quotation (RFQ).

**QUOTATION or TENDER or BID** shall mean the offer received from a bidder for the execution of the work/services in response to the Request For Quotation (RFQ) and includes all enclosures thereto.

**TENDERER or BIDDER** shall mean the firm or corporation submitting a TENDER/BID against the REQUEST FOR QUOTATION and shall include his legal representatives

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**1.0 SCOPE OF WORK**


The main activities involved are as under:

- a. Development of web application for End to End recruitment.
- b. Providing web site address/ link to server of Service Provider to FACT.
- c. On-line registration of applications.
- d. Collection of application fees through online mode.
- e. Option to the applicant for choosing city for online test.
- f. On-line screening of applications.
- g. Short-listing of applicants for Online Test.
- h. Issue of hall tickets/admit cards online.
- i. Intimations to the candidates through SMS as well as Email.
- j. Preparation of question bank.
- k. Conducting Online test.
- l. Preparation of Mark Lists based on Online Test in discipline-wise, category-wise etc.
- m. Provision for candidates to download Application / Admit Card / Call letters for interview.
- n. On-line monitoring/reports of the entire process

The Professional Service Provider is required to execute the above work as per the details given below.

**1.1. CREATION & OPERATION OF WEB SITE:**

- 1.1.1. Develop / use fully owned necessary dedicated infrastructure including server, software etc. for End to End process for recruitment to various posts of Management Trainees, Officers, Technicians, Assistants, Stenographers, Nurse, Craftsmen in various disciplines like Fitters, Electricians, etc. in FACT.
- 1.1.2. Service Provider should develop / customize web site for online registration of applications and online test software to complete the recruitment process as per requirement of FACT. The web site should be hosted on Service Provider owned fully secured Server. The web site address is to be provided to FACT to enable inclusion of the same in the advertisements to be published by FACT for access by the applicants.
- 1.1.3. During the online test, response time from server for every access should not exceed two seconds. Vendor should ensure this by providing suitable hardware, software, necessary bandwidth etc.
- 1.1.4. The facility for online application should be ready after thorough testing and validation, within ten days of providing of recruitment norms and data capture requirements by FACT.

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1.1.5. FACT shall provide the recruitment norms and data capture requirements. The Service Provider will design an application format with applicable logics and necessary instructions. The format shall also include:

- 1.1.5.1. Provision for choosing a City for online test.
- 1.1.5.2. Uploading of applicant's photograph and signature with a provision to view by the concerned applicant.
- 1.1.5.3. Uploading of Community / Caste / Disability certificates for availing\_/\_relaxation in marks / age.
- 1.1.5.4. Uploading of Experience Certificates for posts, where applicable.

The Service Provider shall ensure receipt of application fees through online mode-payment gateway/debit card/credit card/NEFT for each completed application. FACT shall provide designated bank account with bank details. Service Provider will ensure to collect the payment receipt details from each applicant through the process of online application. The Service Provider shall provide detailed statement of the applications and fees received from each of the applicants, on a daily basis. If necessary, the Service Provider may be required to provide exclusive email id to receive the correspondence relating to application fees. The registration number will be generated for all eligible applicants belonging to SC, ST, PWD categories without application fees and for all General, OBC and EWS candidates after successful payment of application fees.

1.1.6. The site shall include facility to upload stage wise instructions/information, if any, with regard to the recruitment, online applications, online test, result, interview schedule etc. as required in consultation with FACT.


1.1.7. The site will also include a facility for Email and SMS based broadcast to the applicants for dissemination of instructions / information.

1.1.8. The Service Provider shall provide services for filtering of duplicate/dummy applications. The criteria for detection for duplicate shall be finalized in consultation with FACT.

1.1.9. The site shall include provision for printing of online data filled form (application form) along with registration number. In the case of applicants, it should be restricted to candidates eligible to appear for the online test. However, provision should be made to print the online data filled form (application form) of any applicant by FACT.

1.1.10. The Service Provider should allot roll numbers to the eligible Applicants - City, Test Centre and Discipline-wise excluding duplicate/dummy applications.

1.1.11 Provision should be made for downloading and printing of online Admit Cards having Photograph, Name & address, Discipline, Category, Registration Number, Roll Number, City, Test Center, Date and Time etc. for online test with important details as per FACT requirement and customized instructions for appearing for online test. Admit card should

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have provision for signature of candidate and counter-signature by the respective invigilator at the test Centre.


1.1.12.A suitable dashboard as per FACT requirement should be provided to FACT for online monitoring of the entire recruitment process including viewing of applications, status of applications during registration with suitable reports, status of online test during the test, etc. and generation of various reports to meet the requirements of FACT till completion of recruitment process.


## 1.2. DEVELOPMENT OF QUESTION BANK AND ITS VALIDATION BY FACT

1.2.1. The Service Provider will develop Question Bank with various difficulty levels and multiple choices for answers.

1.2.2. Questions are required to be developed for:

- a) Management Trainees with basic qualification of Graduate Engineering in the disciplines of Chemical, Mechanical, Electrical, Instrumentation, Civil, Computer Science, Fire & Safety, & MBA in the disciplines of Marketing, Materials and Human Resources.
- b) Officers in disciplines of Sales, Finance, Public Relations, and Company Secretary, with basic qualification of BSc Agriculture, CA/CMA, Graduation with knowledge of Malayalam, and ACS respectively
- c) Technicians in Process, Mechanical, Instrumentation, Electrical and Civil disciplines with basic qualification of : (i)Degree in Chemistry/Industrial Chemistry or Diploma in Chemical Engineering/ Chemical Technology/ Petrochemical Technology, with experience in operation of Fertilizer/Chemical/ Petrochemical Plant (ii) Diploma in Mechanical Engineering with experience in mechanical maintenance/construction/operation in large fertilizer / chemical / petrochemical plant (iii) Diploma in Instrumentation/Electronics Engineering with experience in Instrumentation field in large fertilizer/chemical/petrochemical plant and (iv) Diploma in Electrical Engineering with experience in the electrical maintenance /construction/operation of a large fertilizer/chemical/petrochemical plant (v) Diploma in Civil Engineering with experience in construction / maintenance department of Fertilizer/Chemical/ Petrochemical Plant, respectively
- d) Assistant (General) with basic qualification of degree in any subject and knowledge in office automation systems /computer knowledge especially word processing and spreadsheet like MS word and MS Excel.
- e) Assistant (Finance) with basic qualification of degree in commerce and knowledge in office automation systems /computer knowledge especially word processing and spreadsheet like MS word and MS Excel.
- f) Nurse with basic qualification of SSLC and Diploma in Nursing.
- g) Craftsman with basic qualification of SSLC and ITI in respective trade.
- h) Stenographers with basic qualification of graduation and Diploma in commercial practice, with knowledge of typing and office automation systems /computer knowledge especially word processing and spreadsheet like MS word and MS Excel

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<p>The standard of questions should be of IIT/NIT/IIM for Management Trainees and leading Indian Universities or Institutes, or equal National level Institutions in the case of others, ensuring that the question papers are set conforming to syllabus prescribed by National Institutions/recognized Indian Universities, covering topics in the respective discipline. <u>Any addition / deletion of discipline will be informed at the time of award of contract.</u></p>		
<p>1.2.3. The sample set of questions in each discipline /post should be ready and validation by FACT obtained <u>within 40 days of issue of Letter of Intent.</u></p>		
<p>1.2.4. Question papers for (a) Management Trainees and (b) Officers shall contain 120 questions each. The questions shall be in two parts- Part I and Part II with 60 questions each as follows:</p>		
<p>1.2.4.1. Part -I shall have a total of 60 questions, in 3 sub parts - (a) Aptitude and Reasoning- 40 questions (b) General English - 10 questions and (c) General Knowledge - 10 questions. The 60 questions shall carry one (1) mark for each correct answer and minus one third (minus ⅓) mark for each wrong answer.</p>		
<p>1.2.4.2. Part II - Optional subjects - 60 questions on each optional subject. Optional subjects are Chemical, Mechanical, Electrical, Instrumentation, Civil , Computer Science, Fire &amp; Safety, Materials Management , Human Resource Management for Management Trainees, Agriculture and Marketing for Officer (Sales), Finance and Accounting for Officer (Finance), Public Relations and Communication in English and Malayalam for Officer (Public Relations) and Acts/Laws/Rules related to functions of Company Secretary for Company Secretary . The 60 questions shall carry one and a half (1½) marks for each correct answer and minus one half (minus ½) marks for each wrong answer. For both Part I and Part II questions, no mark is to be deducted for not answering a question.</p>		
<p>1.2.4.3. Duration of the test shall be 120 minutes.</p>		
<p>1.2.5. Question papers for (c) Technicians, (d) &amp; (e) Assistants ,(f) Nurse (g) Craftsman and (h) Stenographers shall contain 90 questions in two parts, Part I and Part II as follows:</p>		
<p>1.2.5.1. Part -I shall have 30 questions to measure Aptitude and Reasoning. The 30 questions shall carry one (1) mark for each correct answer and minus one third (minus ⅓) mark for each wrong answer.</p>		
<p>1.2.5.2. Part II -Subject - 60 questions on subject. Subjects are:</p>		
<p>i) Chemistry, Industrial Chemistry, Chemical Technology and operation of Chemical, Fertiliser and Petrochemical Plants for Technician(Process)</p>		
<p>ii) Mechanical Engineering and maintenance/construction/operation of Chemical, Fertiliser and Petrochemical Plants for Technician (Mechanical)</p>		
<p>iii) Instrumentation/Electronics Engineering and maintenance/operation of a fertilizer / chemical / petrochemical plant for Technician (Instrumentation)</p>		
<p>iv) Electrical Engineering and maintenance /construction/operation of a fertilizer / chemical / petrochemical plant for Technician (Electrical)</p>		
<p>v) Commerce and Accounting , office automation systems /computer knowledge, MS Word and Excel for Assistant (Finance)</p>		
<p>vi) First Aid and Nursing for Nurse</p>		
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vii) Office automation systems /computer knowledge, MS Word and Excel and English for Assistant (General) and Stenographers.

viii) Respective trade and maintenance / fabrication / erection in Fertiliser / Chemical / Petrochemical plant for Craftsman.

The 60 questions shall carry one and a half (1½) marks for each correct answer and minus one half (minus ½) marks for each wrong answer. For both Part I and Part II questions, no mark is to be deducted for not answering a question

1.2.5.3. Duration of the test shall be 90 minutes

1.2.6. Each question will have four choices to answer. Only one of the choices should be correct.

1.2.7. The medium of test will be Hindi and English.

1.2.8. In each set of questions for a batch, the difficulty level shall be 25 % difficult, 50 % medium and 25 % easy.

1.2.9. Sufficient number of sets of questions shall be developed so that repetition of question for different batches of online test is minimized. Question bank should be necessarily prepared by experts. Zero error should be ensured while designing and developing question paper. The mathematical symbols, diagrams, pictures etc. should be clearly visible to candidates.

1.2.10. The Service Provider should ensure secrecy of question bank without any breach/leaking of questions.

1.2.11. The Service Provider shall furnish an Indemnity bond in respect of the officials who will be responsible for maintaining the confidentiality of questions and to ensure secrecy along with the acceptance of contract.


1.2.12. Suitable instructions for answering questions during online test should be provided before start of the test.

1.2.13. Online demonstration with sample questions (at least two per discipline) including multiple choice answers should be made available in the web site explaining clearly the steps to be followed (how/when/where to click etc.) to facilitate the candidates to understand the interface at least 10 days before appearing in online test.

### 1.3. CONDUCT OF ONLINE TEST AND CENTRE MANAGEMENT

1.3.1. Service Provider should have adequate infrastructure to conduct complete online test at various centers on All India Basis so as to enable maximum participation by the candidates.

1.3.2. The Service Provider is required to conduct online test including Centre-booking and making arrangements for conducting online test in the following 4 cities, within 50 days of issue of Letter of Intent.

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S. No.	City
1	Ernakulam
2	Chennai
3	Hyderabad
4	Delhi

\* Tests for Technicians, Assistants, Male Nurse, Craftsman and Stenographers are to be conducted in Ernakulam.

1.3.2.1 Number of batches and time schedule for each batch in a day will be decided mutually with FACT immediately after the last date of registration of online application. However provision should be made by the Service Provider to complete the online test for minimum of 7,000 candidates in two / three batches in a single day throughout India in all the cities stated above.

1.3.3. Online test in all the centers to be conducted smoothly in a congenial atmosphere.

1.3.4. The Service Provider should establish its own Virtual Private Network (VPN) connection for connecting to the dedicated remote server with Online Test Centre server for ensuring secured data transfer and to protect confidentiality of the online test.

1.3.5. Service Provider should ensure/provide suitable Hardware, Software, connectivity links required at all stages during the conduct of the online test at the respective test centers. Test shall be conducted with Secure Browser Tool, Virtual scientific calculator and any other tools to ensure total security of the online test. Each online test center should have Generator and UPS to avoid the power failure problem.

1.3.6. Detailed address of the online test Centre should be informed by the Service Provider to FACT within two days from the last date of online application along with the name, mobile, residential and office telephone numbers of respective Test Center in-charge from college/institution where the online test will be held.

1.3.7. The Service Provider shall provide the name, mobile, residential and office telephone numbers of respective Test Center Coordinators of the Service Provider for the respective test centers where the online test will be held 10 days before start of online test.

1.3.8. The test centers should be located at a convenient place and should be approachable easily from Railway Station and Bus Stand.

1.3.9. Appropriate arrangements should be made to maintain security, law & order at each test Centre. The tests centers and conduct of test shall be covered by CCTV / webcams and recordings shall be submitted to FACT.

1.3.10. Tests shall be conducted in compliance with various government guidelines issued from time to time including that of Covid protocols like keeping sufficient spacing between candidates, providing sanitizers, thermal scanners etc.

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<p>1.3.11. Seating arrangements, including the roll numbers and room numbers, if applicable, should be displayed at prominent places at the online test Centre's on all days of the test, with suitable directions for convenience of the candidates.</p> <p>1.3.12. The online test centers should have proper seating arrangements with required computer system for each applicant, lighting, fan or AC in working conditions, drinking water facility, First aid Box, toilet, etc. to facilitate the applicants.</p> <p>1.3.13. Necessary facilities / assistance should be rendered at the premises of the online test centers to the <u>persons (applicants) with disability</u>.</p> <p>1.3.14. The Test delivery should happen in a secured testing environment. There should not be any key loggers or third party tools/ programs getting access to sensitive data at the test -taking terminals and test center servers.</p> <p>1.3.15. There should be proper invigilation and control at each online test Centre to avoid any kind of malpractices, untoward incidences and impersonation. At least one Invigilator should be provided in each room and suitable number of substitute Invigilators may be provided to relieve the regular Invigilator on duty so that at no point of time the applicants are without invigilation during online test.</p> <p>1.3.16. One experienced Test coordinator of the Service Provider should be present for over-all supervision along with sufficient technical support personnel during the online test, at each test center.</p> <p>1.3.17. The role of Invigilator and Test coordinator should be clearly defined in writing with the approval of FACT in the form of test manual.</p> <p>1.3.18. Provision should be made for required stationery, if any, at all online test centers.</p> <p>1.3.19. The candidates should be allowed to occupy their respective seats in the respective online test Centre 30 minutes before the scheduled test time for verification of admit card, identification of applicant etc. Biometrics of the candidate also shall be captured and used for identifying candidate at different stages of recruitment process.</p> <p>1.3.20. Applicants are expected to reach the test center at least 45 minutes before the scheduled time of online test. Necessary arrangements will be required to be made at the respective test centers.</p> <p>1.3.21. Before start of the online test, the applicant appearing at the test should sign in presence of the invigilator the Attendance sheet having roll no., name, discipline, name of test center, uploaded photograph, etc. prepared in ascending order of roll number. Identity of the candidate shall be verified and certified by the Invigilator based on the photographs in the admit card and the identification document brought by the candidate. The Attendance sheet should have provision for signature of the Invigilator certifying the Identity of the applicant after verifying the Admit card, photograph and</p>		
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any of the photo Identity cards. [e.g. Passport/ PAN Card/ Driving License / Voters ID Card/ Aadhaar (UID) Card]. Biometric data of candidates appearing for the test shall be captured and made available / handed over to FACT for identification / verification of candidate at later stages.

- 1.3.22. Test coordinator should be easily accessible at each test center and fully equipped to provide necessary clarification to the applicants, about the logistics, if required.
- 1.3.23. Applicants who have not brought their admit cards shall not be allowed to appear for the online test. Admit cards of the applicants appearing for the online test with signatures of candidate / invigilator should be collected by the Service Provider during the online test. Admit cards shall be handed over to the FACT Observer at the end of the test.
- 1.3.24. The questions and the answers should be appearing randomly in a manner such that the questions and answers are not in same order for neighboring applicants taking the online test.
- 1.3.25. Adequate provision of computers should be made at each test center for immediate substitution of the non-functioning computer of applicant.
- 1.3.26. Within one hour of start of online test, statistical data in respect of applicants appeared in each venue of online test should be provided to FACT HQ, Udyogamandal through Email.
- 1.3.27. Arrangement should be made for proper packing and sealing of Attendance sheet of each test center immediately after the completion of the test for each batch. All packed attendance sheets will be required to be properly accounted and retained by the Service Provider for minimum period of two years from that date of online test. However, List of Applicants City and Center / discipline / Roll No. / Category wise that have appeared in the test will be submitted to FACT along with soft copy immediately after the last date of online test.
- 1.3.28. Before the start of the test, candidate will be required to enter the unique ID/ Roll Number (provided through admit card) and password to authenticate his candidature for taking the test. The password will be provided by Service Provider on the spot on the date/time of test.
- 1.3.29. The Service Provider will be required to take all precautions for error free conduct of online test and will be fully responsible for default, if any.
- 1.3.30. In case any untoward incident occurs in the administration of the online test, test invigilation etc. which is attributable to the fault of the Service Provider and in the opinion of FACT cause for a retest, the Service Provider shall conduct the retest as per requirement of FACT at no extra cost to FACT.

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1.3.31. The testing system needs to be certified compliant with ISO 27001 (Formerly known as BS-7799-2)

1.3.32. The Service Provider shall ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall be logged in through dummy roll numbers and report shall be submitted to FACT.

#### 1.4. **PROCESSING OF RESULTS OF ONLINE TEST**

1.4.1. Results with marks should be submitted to FACT within seven working days after the last date of online test with seal and signature of the authorized signatory. Results to be supplied to FACT, post-wise, discipline-wise (ie., Management Trainees of Chemical, Mechanical, Electrical, Instrumentation, Civil, Computer, Fire & Safety, Materials, Human Resources etc.; Technicians of Process, Mechanical, Electrical, Instrumentation, Civil etc.; Assistants of General, Finance etc., Craftsman, Stenographers, nurse), and category-wise (i.e. General, OBC, SC, ST, EWS, PWD, Ex- Serviceman etc.) in a prescribed format given by FACT in soft and in hard copies duly certified.

1.4.2. The applicants who appeared in the online test should be shortlisted based on the parameters decided by FACT for each discipline and category. The Roll Nos of such shortlisted applicants should be displayed on the website by the Service Provider for information of the concerned applicants.

1.4.3. Reports as per FACT requirements should be provided with various statistical data and other data based analysis (soft and hard copy) as may be required by FACT after the evaluation of online test. The following outputs shall be furnished to FACT by the Service Provider at the appropriate time:

##### **Pre-exam report**

1.4.3.1. Test center allocation report

1.4.3.2. Test Centre Infrastructure report detailing the number of PCs, Type/configuration of PCs, connectivity, computer tables, chairs, etc.

##### **Post-exam report**


1.4.3.3. Attendance report

1.4.3.4. Score report: Results to be supplied to FACT discipline-wise and category-wise (i.e. General, OBC, SC, ST, EWS, PWBD) within 7 working days of completion of the test and in a prescribed format given by FACT in soft and in hard copies duly certified.

1.4.3.5. Question-Answer report: Should be able to give the test paper & answer sheets of each of the individual candidates, as he filled in during the on- line test, and certified by the Service Provider, for MIS/RTI purposes of FACT (in soft copy)

1.4.3.6. Feedback report of candidates

1.4.3.7. CDs of web-cam video recording of each test Centre

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1.4.3.8. Any other report as may be required by FACT Ltd based on available data.

## 1.5. SUPPORT FOR INTERVIEW AND OFFER OF APPOINTMENT

1.5.1. Provision shall be made in the website to download the interview call letter by the concerned shortlisted applicant. The call letter will be required to be customized to meet FACT requirement.

1.5.2. The applicants shortlisted for interview shall also be informed about the interview details through E-mail by the Service Provider. Wherever Mobile number of shortlisted applicants is available, SMS alert also is required to be sent to such applicants by the Service Provider about the said email for interview.

1.5.3. Email intimation and SMS is to be sent by the Service Provider to the candidates provisionally selected by FACT after interview. Candidates shortlisted for Interview/Group Discussion shall be listed in the website.

## 1.6. IT INFRASTRUCTURE, SOFTWARE AND SERVICE SUPPORT REQUIREMENTS

1.6.1. Service Provider should have adequate infrastructure to conduct complete end-to-end processing of recruitment including online applications till issue of Offer of Appointment

1.6.2. Disaster recovery / business continuity site / Centre should be in place to ensure the similar performance and support as prescribed above in exceptional situations.

1.6.3. Website and online test software should have features to support appropriate mechanism to authenticate candidate.


1.6.4. All transactions carried out in website/online test applications should be logged and properly maintained for future reference.

1.6.5. The data related to applications, test results, etc. should be in encrypted form during transit and in storage.

1.6.6. The IT setup and processes used to support the recruitment should be certified for ISO9001 or ITSM 20000 or equivalent.

1.6.7. The testing system of the Service Provider should be compliant with ISO 27001 (Former BS7799- 2)

1.6.8. The Service Provider is required to ensure required technical support in the form of a helpline to the telephonic query of the applicant with respect to the functioning of website including online application. This support should be available during online registration period through at least four dedicated telephone numbers to be provided by the Service Provider and displayed in the website. Service Provider should ensure that the identity of the Service Provider is not disclosed during this telephonic conversation, in the emails and SMS sent or at any time.

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1.6.9. The Service Provider is also required to display an email ID in the website to receive the queries of applicants relating to technical support for registration of online application and to reply the same through email. The record of such email and their replies from the Service Provider should be made available to FACT.

## 1.7. OTHER REQUIRED SUPPORT

1.7.1. The persons including technical expert of the Service Provider in-charge of this assignment should be stationed at Udyogamandal as and when required by FACT for day to day interaction for completion of this assignment.

1.7.2. The complete database relating to concerned recruitment should be handed over to FACT within 7 days from the date of conduct of online test. The data base software should have provision for data analysis.

1.7.3. The Service Provider will be required to support for RTI queries, if any, for two years after completion of this recruitment assignment.

1.7.4. Safety and security of entire recruitment process and related database, records and software will be the sole responsibility of the Service Provider.

1.7.5. The Service Provider should fulfill any and all other requirement which may arise for completion of this assignment of recruitment by FACT.

## 1.8. OTHER REQUIREMENTS

1.8.1. The website developed and the online test software used by the Service Provider for this recruitment process will be made available to the authorized technical experts of FACT for testing and verification at following stages in the recruitment process:


1.8.1.1. Before release of web site to the applicants.

1.8.1.2. Before online test.

1.8.2. The audit of online recruitment process including online test process of the Service Provider, if required, shall be done by the technical experts of FACT.

## 1.9. FACT's SCOPE FOR RECRUITMENT & ONLINE SELECTION TEST

1.9.1. FACT shall provide free of cost, Rules/ Guidelines/ Formats/ Documents/ information necessary for ensuring accuracy and effectiveness of online test process. Such requirement has to be discussed and finalized by FACT & Service Provider. The selection of candidates for further recruitment process will be done by FACT.

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## 2.0 Period of Contract:

The contract shall be for a period of two years (extendable by one more year at the discretion of FACT Management subject to satisfactory service by the Service Provider, on the same rates, terms and conditions) from the date of issue of our Letter of Intent / Work order, whichever is earlier.

## 3.0 Rates

The rate is per eligible candidate per cycle for whom roll number is allotted. This is all-inclusive for executing the work as per the Scope of Work, except statutory GST. GST shall be extra, if applicable as per statutory notification

Rates quoted by the bidder shall be firm and fixed during the performance of the contract, for different recruitment cycles for a period of two years (extendable by one more year at the discretion of FACT Management subject to satisfactory service by the Service Provider) from the date of issue of our Letter of Intent / Work order, whichever is earlier. One recruitment cycle means recruitments against one recruitment advertisement.

Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. FACT shall deduct income tax applicable from the payments due to the bidder under the contract and issue the certificate towards the tax deducted at source.

## 4. Performance of duties and services by Service Provider


a. Service Provider shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

b. Service Provider shall in all professional matters act as a faithful advisor to FACT, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

c. Service Provider, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

d. The Service Provider has to provide project handholding on need base and on dates advised by FACT.

e. Service Provider will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without approval of FACT.

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**5. Service Provider's representative**

a. Service Provider shall nominate the Representative whose CV is submitted against key professionals in "Part D of Vendor Data Updation (Declaration Form) Form", who will be responsible for executing this contract and shall be the contact person between FACT and Service Provider for the performance of the Contract till successful completion. This nomination shall be done within five (5) days after the coming into force of the Contract. In extreme case, Service Provider's Representative can be replaced with FACT's consent after getting approved his CV from FACT.

b. FACT shall be at liberty to object to any nomination and can advise Service Provider to remove their representative in case of violation of terms and conditions of NIT / Contract. Service Provider shall replace immediately such person by competent substitute at no extra cost to FACT.

c. Service Provider's Representative shall be entitled through a written delegation of authority to act on behalf of Service Provider with respect to any decisions to be made under the Contract.

**6. Payment and Completion Terms**

a. FACT shall pay for the services rendered as per stipulation in the RFQ through E-Banking only. All Bank charges of Service Provider's Bankers shall be to the Service Provider's account.

b. Service Provider will invoice FACT according to the terms and conditions provided in the RFQ. Payment shall be released within 30-days of receipt of invoice subject to satisfactory completion of the defined mile-stone.

**c. Payment terms:**

The payment will be made in two components

- i. 50 % after satisfactory completion of the Online test of each recruitment cycle.
- ii. Balance 50% after publication of merit lists of each recruitment cycle and handing over all relevant documents to FACT, subject to the Service Provider having rendered the support to the satisfaction of FACT.

**7. Priority of works**

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

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## 8. FIRMNESS OF RATES

The rates shall be firm throughout the contract period of two years (extendable by one more year at the discretion of FACT Management subject to satisfactory service by the Service Provider) from the date of issue of LOI/Work Order, whichever is earlier and not subject to any price escalation. No charge/claim on any account, incidental or otherwise, other than expressly provided in the contract, shall be payable by FACT.

## 9. Insurance of the Service Provider's personnel

Insurance of the Service Provider's personnel shall be the responsibility of the Service Provider.

## 10. Confidentiality


a. Service Provider shall limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the Contract provided however that Service Provider shall ensure that each of them has been informed of the confidential nature of the work , confidentiality and non- disclosure provided for hereof.

b. Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or FACT's business or operations without the prior consent of FACT.

c. FACT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of FACT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

## 11. Taxes and Duties

a. Service Provider shall pay any and all taxes including duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties. However GST applicable on the quoted price during the contract period shall be payable extra as per the applicable rates by FACT. Any increase in GST beyond the contract period shall be to contractor's account; any decrease shall be to FACT's account.

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b. FACT shall deduct Income tax at source at applicable rates and issue the certificate for the tax deducted at source.

## 12. Suspension of services

a. FACT may suspend in whole or in part - the performance of services of Service Provider any time upon giving fifteen (15) days' notice.

b. Upon notice of suspension, Service Provider shall suspend the services immediately.

c. Upon suspension of the performance of services, Service Provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the maximum total reimbursement shall be restricted to contract price. FACT's decision shall be final in this matter.

d. If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract as per the terms and conditions of the Tender.

## 13. Price Reduction Clause

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

### a. Creation and Operation of website

Within ten days of providing of recruitment norms and data capture requirements by FACT. This milestone includes thorough testing and validation of the online application by the Service Provider, to the satisfaction of FACT.

For every day of delay, penalty of Rs. 2,000/-

### b. Development of Question Bank and its validation by FACT


The sample set of questions in each discipline should be ready for and validation by FACT obtained within 40 days of issue of LOI

For every day of delay, penalty of Rs. 2,000/-

### c. Conduct of Online Test and Centre Management

The Online test should be conducted by the 50<sup>th</sup> day of the issue of letter of intent or date specified by FACT if a later date is required by FACT.

For every day of delay penalty of Rs.10,000/-

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#### **d. Processing of result of Online Test**


Results to be supplied to FACT, post-wise , discipline-wise (ie., Management Trainees of Chemical, Mechanical, Electrical, Instrumentation, Civil, Computer, Fire & Safety, Materials, HR etc.; Technicians of Process, Mechanical, Electrical, Instrumentation etc.; Assistants of General, Finance , Craftsman, Stenographers, Male Nurse etc.) and category-wise (i.e. General, OBC, SC, ST, PWD, Ex-Serviceman etc.) within 7 working days of completion of the test and in a prescribed format given by FACT in soft and in hard copies duly certified.

For every day of delay penalty of Rs. 10,000/-

- e. In case of requirement of further recruitment cycles, delivery time as at (ii) and (iii) shall start from date of confirmation of such requirement, instead of date of LOI.
- f. FACT may without prejudice to any methods of recovery, deduct the amount of such penalty from any money due or which may at any time become due to Service Provider from its obligations and liabilities under the contract or by recovery against the security deposit. Both Service Provider and FACT agree that the above price reduction is genuine pre- estimates of the loss/damage which FACT would have suffered on account of delay/ breach on the part of Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of FACT in the matter of applicability of Penalty shall be final and binding.
- g. Maximum penalty shall be 10% of contract value.
- h. GST on the above penal charges shall be paid by the contractor.

#### **14. Industrial and intellectual property**

- a. In order to perform the services, Service Provider must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep FACT harmless and indemnify FACT from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks, names or other protected rights.
- b. All documents, report, information, data etc. collected and prepared by Service Provider in connection with the scope of work submitted to FACT will be property of FACT.
- c. Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by FACT for carrying out of any services with any third parties.

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d. Service Provider shall not without the prior written consent of FACT be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

## 15. Liabilities

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

## 16. Termination of contract

### a. Termination for Default

FACT reserves its right to terminate / short close the contract, without prejudice to any other recourse for breach of Contract, by giving one month notice if Service Provider fails to perform any obligation(s) under the Contract and if Service Provider, does not remedy / rectify his failure within a period of 30 days (or such longer period as FACT may authorize in writing) after receipt of the default notice from FACT.

### b. Termination for insolvency

FACT may at any time terminate the Contract by giving written notice without compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FACT.


### c. Termination for convenience.

FACT may by written notice sent to Service Provider, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by FACT till the date upon which such termination becomes effective.

## 17. SECURITY DEPOSIT

17.1 The Contractor shall remit **3% of the total contract value** as per the work order as interest free Security Deposit (SD) by DD/NEFT/RTGS or furnish a Bank Guarantee issued by a Nationalised/ Scheduled Bank as per the Proforma prescribed by FACT, for equivalent amount within 15 days of issue of work order by FACT. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.


17.2 In case the contractor fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money Deposit (EMD) shall be forfeited and alternative arrangements made at the risk and cost of the contractor. The contractor will also be liable for getting delisted from FACT and will not be eligible to participate in future tender(s) as per FACT's policy in vogue.

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**17.3** The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

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

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## ANNEXURE IV

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

The EMD (if applicable) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. Such EMD shall be returned only on remittance of requisite Security Deposit. The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final

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bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

**03. RATES:**

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

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

**04. PAYMENT:**

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

**05. QUANTITY:**

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

**06. CONTINUITY OF WORK:**

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

**07. RESPONSIBILITY FOR MATERIAL:**

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


**08. SECURITY & SAFETY REGULATIONS:**

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

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

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

All precautions in transporting and handling whether stipulated or not shall be adhered to by the Contractor. The Contractor shall exercise care, diligence and promptness in the work and adhere to transport Rules and regulations, statutory obligations and all other Rules and Laws that have a bearing on

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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.


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.

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

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

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

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

#### **10. CONTRACTOR'S WORKMEN**

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

#### **11. DEFAULT:**

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

#### **12. TERMINATION :**

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


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

#### **13. FORCE MAJEURE:**

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

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

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

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

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

**16. ENVIRONMENT MANAGEMENT SYSTEM :**


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

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

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website [www.fact.co.in](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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**ANNEXURE-V**

**COMPLIANCE STATEMENT**

We state that our offer against tender No: MM/ 181/E24972 dated 22.02.2022 is in full compliance with the documents issued against the Enquiry No: MM/181/E24972 dated 22.02.2022 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder: Signature of the Bidder:

Place: Date: (Seal)

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**ANNEXURE –VI**

**UNPRICED COPY OF PRICE BID**

(Please do not fill in Rates in this Price Bid format. **Kindly indicate “Quoted” in the column provided**)

From

To

SR. MANAGER [MATERIALS]T&S-C,  
MATERIALS DEPT, FACT LTD.,  
FACT PD ADMINISTRATIVE BUILDING,  
UDYOGAMANDAL 683 501

Sl. No.	Items of work	Unit of Measurement (UoM)	Estimated Quantity for Two years	All inclusive Rate (Excluding GST). Indicate "Quoted" "Do not quote rate in this column".
1	End to end recruitment process for recruitment of management trainees, officers, technicians, assistants, nurse, craftsmen, stenographers etc and any other posts as per requirement- Rate per eligible candidate per cycle for whom roll number is allotted	NOS	30000	

**Note:** Number of candidates may be in the range of 4000-15000 per cycle. However, the rate quoted shall be applicable for the actual number of candidates even if it varies from this range. Recruitment cycles may be one or more during the contract period as per the requirements of the Company.


GST if applicable, will be payable extra by FACT as per statutory notification.

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

Signature of the Bidder

Place  
Date

(Office seal)


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**ANNEXURE –VII**

**PRICE BID (PART-B)**

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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**ANNEXURE-VIII**

**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-683 501.

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. .... dated ..... with M/S.....(hereinafter called the Contractor) for the work 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 undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.


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

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

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

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

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said

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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 hereunder 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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## **ANNEXURE-IX**

### **AGREEMENT**

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

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

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

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

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

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

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

For

In the presence of witnesses:

1.

2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

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