NOTICE INVITING E-TENDERS

Online two-part bids are invited from experienced and financially sound Consultants, meeting the qualifications, terms and conditions specified, for Conducting Study of Rationalization of Manpower in Various Divisions of FACT Ltd., The details of works are described in the Scope of Work (Annexure-IV) attached. The bidders may also refer the Instructions to Bidders (Annexure-I), Special Terms & Conditions of Contract (Annexure-IV) and Standard Terms and Conditions of Contract (Annexure-V) and applicable for the proposed contract.

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

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

1.0 GENERAL INFORMATION

Enquiry No.	MM/181/E33253 Dated 10.03.2026
Mode of Tendering	Two Part(COVER) Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	**25.03.2026 / 3:00 P.M.**
Date & Time for opening of Part A of the Bid.	26.03.2026 / 3:30 P.M.
Pre Bid Meeting-Date, Time & Venue	**17.03.2026/11:00 A.M at Board Room, FACT PD Administration Building, Udyogamandal.** Interested bidders may attend the pre-bid meeting at the above venue on the scheduled date and time or join the meeting online using the Google Meet link provided below: **Google Meet Link:** https://meet.google.com/asd-miho-gjm
Name of Work/Description	Study on rationalisation of Manpower in Various Divisions of FACT Ltd
EMD	**INR 71,250.00** to be remitted as per clause as per Cl 7.0 of Instruction to Bidders (Annexure-I)
Period of contract	**16 Weeks**
Security Deposit	**5% of the total work order value**
Contacts for tender details	1) Mr. Aneeshya Venugopal , Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: jayakumarp@factltd.com

Contact for e- tender helpline	e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com

2.0 TENDER DOCUMENTS (e-TENDER)

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

3.0 Rates

3.1 Bidders shall quote their lowest competitive rate for conducting manpower Study/Assessment in FACT.

3.2 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 enquiry are deemed to have been included in rate.

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

3.4 Prices quoted by the bidder shall be firm and fixed during the performance of the contract, including any extension period. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.5 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.

4.0 EVALUATION OF BIDS

4.1. Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.

4.2. Bidders shall quote a Lump Sum price for the job (exclusive of GST) in Price Bid Format (Annexure VIII). Bids not complying with the above will not be considered.

4.3. Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.

4.4. If there is a tie in the L1 position for the work, the tie shall be broken by obtaining revised reduced rates from the L1 bidders.

5.0 Bidder shall clearly indicate the time required for Mobilization /commencement of work from the date of receipt of Letter of Intent (LOI)/ Work Order.

6.0 PRE-BID MEETING

6.1 A pre-bid meeting will be conducted at 11:00 AM on 17.03.2026 if necessary, at Board Room, FACT PD Administration Building, Udyogamandal, Kochi (Kerala). Interested bidders shall confirm their participation well in advance.

Interested bidders may attend the pre-bid meeting at the above venue on the scheduled date and time or join the meeting online using the Google Meet link provided below:

Google Meet Link: https://meet.google.com/asd-miho-gjm

6.2 It is desired to have a presentation by the prospective bidders indicating their approach & methodology towards completion of the proposed study in FACT. In connection with the same, persons at suitable level and relevant for carrying out the proposed study shall visit FACT during pre-bid meeting and make their presentation to FACT.

6.3 Apart from the presentation, queries of the firms (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Pre bid queries, if any, shall be sent by email to aneeshya@factltd.com so as to reach on or before 16.03.2026**.**

7.0 Submission of forged documents

7.1 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids.

7.2 In case, the information/document furnished by the vendor/consultant forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, FACT shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such CONSULTANT without any prejudice to other rights available to FACT under the contract such as forfeiture of Security Deposit, withholding of payment etc.

7.3 In case this issue of submission of false document comes to the notice after execution of work, FACT shall have full right to forfeit any amount due to the CONSULTANT along with forfeiture of Security Deposit furnished by the CONSULTANT.

7.4 Further, such bidder/vendor/CONSULTANT shall be put on Blacklist/Holiday List of FACT debarring them from future business with FACT

8.0 Right to accept and 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.

9.0 GENERAL

9.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

9.2 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.

9.3 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.

9.4 Right to accept and 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.

9.5 Any further information on familiarisation/ nature of work, if required by the bidders, can be had from Asst. General Manager (HR), [Phone No 0484-2568773] or any officer authorised by him.

9.6 For any clarification on this enquiry please contact AGM(Materials)T&S, [Phone No 0484-2568345] or Asst. Manager(Materials)-T&S [Ph: 0484-2568273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers and Chemicals Travancore Limited

ASST. GENERAL MANAGER (MATERIALS)

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	*Annexure I*	*Instructions to Bidders (e-Tender)*	*10*
2	*Annexure II*	*Pre-Qualification Criteria for bidders*	*8*
3	*Annexure III*	*Vendor Data Updation Form*	*3*
4	*Annexure IV*	*Special Terms & Conditions of Contract*	*12*
5	*Annexure V*	*Standard Terms & Conditions of Contract*	*7*
6	*Annexure VI*	*Compliance Statement*	*1*
7	*Annexure VII*	*Unpriced copy of Price bid format*	*1*
8	*Annexure VIII*	*Price bid format (BoQ in system)*	*Separate excel sheet*
9	*Annexure IX*	*Undertaking*	*1*
10	*Annexure X*	*Proforma of Bank Guarantee for Security Deposit*	*2*
11	*Annexure XI*	*Proforma of Agreement*	*1*
12	*Annexure XII*	*Details of documents uploaded in proof of Pre-Qualification Criteria*	

Annexure - I

Instruction 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 super scribed 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 Asst General Manager (Materials)T&S, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:

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

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

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

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

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

5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such

changed document.

5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.

5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).

5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.

5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.

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

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 ***Part-A*** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.

6.2 ***Part-B*** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

7.0 **EARNEST MONEY:**

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

https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance

The link is also available on our website www.fact.co.in under the Tenders tab as 'EMD/Security Deposit Payment.'

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

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

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

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

7.3 Alternatively, EMD remittance can also be made through the "Payment Gateway for direct remittances" available in our website.
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.

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

7.5 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD

furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 **PURCHASE PREFERENCE:**

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, 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 at least 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

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

This tender is Non-Divisible.

9.0 **DEVIATIONS:**

9.1 Deviations in the tender clauses shall not be accepted.

9.2 FACT reserves the right to reject the offers with deviations without further correspondence.

9.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.

10.0 **CONFORMITY:**

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

11.0 **Rates:**

11.1 Bidder shall quote his lowest rate for the work strictly as per the 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. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender/WO. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.
In the case of Purchase /Work Orders, payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B. In case the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.

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

12.0 **SECURITY DEPOSIT**:

12.1 Please refer clause 2 of 'Standard Terms and Conditions of Contract' attached.

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, and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the CONSULTANT.

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 **CONSULTANT TO EXECUTE AGREEMENT**:

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

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

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

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

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

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

The supplier/contractor shall do the following:

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

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

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 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

17.0 GENERAL:

17.1 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.

17.2 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.

17.3 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.

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

17.5 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 tender) for Start-ups recognized 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.

17.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst. General Manager (Materials) T&S, PD Admn., building, FACT Ltd., Udyogamandal-683501

17.7 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 Dy. 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.

17.8 Work order shall be issued by Asst. General Manager(Materials)-T&S.

18.0 **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.

19.0 **MAKE IN INDIA**

19.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of

Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

19.2 For the purpose of extending purchase preference as in Cl. 19.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

19.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

20.0 FRAUD PREVENSION 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.

Annexure II

PRE-QUALIFICATION CRITERIA FOR BIDDERS

Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)
1. Consultant		
Consultant should be incorporated in India under Companies' Act 1956 or Societies registered in India under Society's Registration Act 1860 or Trusts registered in India under Indian Trust Act or established under the Act/Statute of Central Govt. or State Government or any partnership firm.		1. Certificate of incorporation of Company / Registration Certificate of Society or Trust / Proof of establishment under the Act/ Statute of Central Govt. or State Government 2. Memorandum and Articles of Association of the Company / Bylaws of the Society / Trust Deed / Partnership Deed with GST registration certificate (If turnover is below threshold, then self-declaration to be submitted)
2. **Experience & Capability**		
a) Past manpower study experience	• Completed three (03) Manpower Assessment Studies within the last seven (07) years (i.e. with respect to the date of tender) in India with Institutions / Organizations with size of 500 employees or more. • Out of the three studies: (a) at least one (01) study should be in the Manufacturing Sector. (b) One (01) study should be in Schedule A or B Central Public	a) for each of the three studies: (i) Contract / Agreement (ii) Completion report from client towards date of completion and size of the client organization (confirming ≥500 employees). (iii) Copy of Audited Annual Report showing employee's strength. b) Duly filled in and signed the prescribed format. **Enclosure: 1**

	Sector Enterprises.	
b) No. of resource personnel	5 (Five)	Duly filled in and signed format **Enclosure: 2**
c) Qualification for resource personnel	Graduate Engineer / Post Graduate Engineer / PG Diploma in Management	Educational qualification Certificate of Resource personnel to be submitted
d) Experience of resource personnel: (i) Post Qualification Experience (in years) (ii) No. of Manpower assessment studies (post qualification) associated with the resource personnel (iii) One of the member in the team shall have experience in the managerial cadre in Production/ Maintenance in a Chemical/Petrochemical/ Fertilizer plant	Team Leader: 7 years Members: 4 years Team Leader: 3 Members: 1 Team Leader/Member: 5 years	Certificate of experience from the employer to be submitted Certificate of experience from the employer to be submitted Certificate of relevant experience from the employer to be submitted as proof of experience in Production/Maintenance in a Chemical/ Petrochemical/ Fertilizer plant
3. Finance		
Annual turnover of the firm / institution from the consultancy business in India	The firm should have a minimum turnover of Rs. 25 Lakhs in each of the last three financial years ending on 31.03.2025.	Audited Balance Sheet and Profit & Loss account statements of last 3 Financial years ending on 31.03.2025 with declaration citing revenue from Manpower Consultancy business in India.

4. The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions / Organization.	Undertaking as per the prescribed format. **Enclosure: 3**

Relevant Documents are to be uploaded by the bidder

Bidders not meeting the above pre-qualification criteria will not be considered.

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

Note: The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. Vendor shall produce the originals of the PQ documents as and when it is requested. 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

Bidders shall submit the form in Annexure XII, duly filled and signed along with Part A of the bid with regard to documents uploaded to meet the PQ Criteria.

Enclosure: 1

Tender No : Dated:

Past Experience of the bidder

Table 1:

Details required to evaluate mandatory criteria (pl. fill up all the fields as these fields will be technically screened for short listing the bids

Sl. No.	Organisation Name & Address in which study was conducted	Title and brief description of the Study conducted	Date of completion of the study	Whether study is in Manufacturing Sector [Yes / No] (#)	Nature of Establishment in which study was conducted (CPSE Schedule A / B, for others please mention details)	Total Manpower Strength of the client organization in which study was conducted
1						
2						
3						
4						
5						
	Bidders are welcome to fill additional past study details over and above minimum numbers specified.					

Note: Please mention only the details of completed projects

(#)Note : Attach supporting documents for proof of manufacturing sector.

I/ We hereby certify that all the information given above is true and correct

Signature with date : .....

Name & Designation : .....

Firm's seal: .....

Table 2:

Details additionally required for information purpose

Sl. No.	Title of study	Domain in which study done such as plant, maintenance: HR, Finance: Others (pls. specify)	Client Organization (Name & Address)	Client belongs to: • PSU(or) • Private (pls. Specify)	Sector to which the Client belongs such as; • Manufacturing • Fertilisers/ Chemicals/ Petrochemicals • Others(pl. specify)	Total Manpower strength for which study covered	Value of the Assignment (In Rs) - Optional
1							
2							
3							

I/ We hereby certify that all the information given above is true and correct.

Signature with date : .....

Name &Designation : .....

Firm's Seal : .....

Enclosure. 2

Tender No :

DETAILS OF EXPERTISE OF RESOURCE PERSONNEL

Table: 3

Details required to evaluate mandatory criteria (pl. specify all the fields as these fields will be technically screened for pre-qualification

Sl. No	Position	Name of Personnel	Qualification	Post Qualification Experience (in years)	Details of experience in the Managerial cadre in Production / Maintenance in a Chemical/ Petrochemical / Fertilizer plant.	No. of manpower assessment studies in which the resource personnel was associated with	Details of manpower assessment studies in which the resource personnel was associated with	On rolls of the Consulting Agency (or) Empanelled (or) others (pl. specify)
1	Team Leader							
2	Member – 1							
3	Member – 2							
4	Member – 3							
5	Member - 4							

I/ We hereby certify that all the information given above is true and correct

Signature with date : .....

Name & Designation : ..... Firm's seal: .....

Table: 4

Details additionally required for information purposes.

Details of Experience of all Resource Personnel in PSU, Fertilisers, Chemicals, Petrochemical, Oil sector etc (if available)

Sl. No	Name of the resource personnel	Company & Sector in which experience obtained	Years of experience

Note: Credentials & detailed CV of the Resource Personnel of the consulting firm will be sought as may be deemed appropriate by the Management.

I / We hereby certify that all the information given above are true and correct.

Signature with Date : .....

Name & Designation : .....

Firm's Seal : .....

Enclosure: 3

Tender No: Dated:

UNDERTAKING

This is to certify that _____ (Name of the Consulting Firm) has not been banned / black listed / debarred from engaging in business with any Central / State Govt. Dept. / Universities / Educational Institutions / Organization / Autonomous Institution / PSUs in India.

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

Signature with Date:.....

Name &Designation:.....

Firms' Seal : .....

Bidders not fulfilling above will not be considered.

Annexure - III

VENDOR DATA UPDATION FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

1. Name and address of the Bidder:

2. Address of Registered office:

   Telephone No.
   Fax No.
   E-mail ID

3. Address of Head Office:

   Telephone No.
   Fax No.
   E-mail ID

4. Address of Cochin Office:

   Telephone No.
   Fax No.
   E-mail ID

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

   Telephone No.
   Fax No.

6. Name of the person authorised to :

sign the Bid and related documents

7. Date of Registration of the Firm :
(Attach copy of Registration Certificate)

8. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company

9. Name and address of proprietor /Partners/Directors
1.
2.
3.

10. Category:

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

Micro / Small / medium.

(In case of Micro/Small pl. enclose UDYAM certificate. All MSE bidders shall register / declare their UDYAM Number 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

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

11. Details of EMD:

Details of Payment Receipt :

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

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

1	Income Tax PAN No. (upload copy	

	of PAN card)	
2	GSTIN No. (With copy of Registration Certificate).	
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	

14. Time required for mobilisation/ commencement of work from LOI : ..... Days

15. Have you ever been blacklisted by Government Department, Public Sector, Quasi Government Undertaking :

DECLARATION

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

I/We also undertake to carry out the work as per the terms and conditions stipulated in the work order if issued to me/us.

Authorised signatory:

Date:

Name:

Place:

Designation:

Signature:

(Seal)

Annexure – IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

SCOPE OF WORK

1.0 **About the Company**

The Fertilisers And Chemical Travancore Ltd (FACT), India's first large- scale Fertiliser manufacturing unit, set up in 1943, is a multidivisional Government of India Company located at Udyogamandal, Kochi, Kerala. The Company is engaged primarily in manufacture of Fertilisers, Chemicals & Petrochemicals and has two manufacturing units at Udyogamandal and Ambalamedu. FACT has a Design & Consultancy division (FACT Engineering and Design Organization, FEDO) and an Engineering division (FACT Engineering Works, FEW), with a large Marketing network spread over 5 States in South India and is expanding its operation to pan India. The Company has a turnover of more than 2500 Crores and is having a total manpower of about 1600 in various Managerial and Non-Managerial Cadres, on permanent rolls.

2.0 **Objectives of the Study**

The Company intends to right size the manpower strength of the Company by conducting a Manpower study engaging an external agency. The study has to cover all the levels and categories of employees in managerial and non-managerial cadres, in the divisions/ departments and functions of the Company, to arrive at a total strength for the Company, by assessing the manpower requirement plant/ section wise and department/division wise. The study shall focus at (1) rationalizing and optimizing the manpower strength to arrive at an appropriate/ ideal manpower by studying the operations in different scenarios of operations of various plants, including new plants and its augmenting storage facilities that's becoming operational (2) identify numbers/ posts in various departments / plants in Layer 1 & Layer 2, in operation and maintenance departments that are to be staffed by graduate engineers / posts (numbers) that can be staffed by promotes by way of selection from among non-managerial personnel with Diploma qualification (also B.Sc. Chemistry in case of Chemical discipline) (3) efficacy of shift timings of round the clock operations in the Company vis a vis practices in other continuous process industries in the Chemical manufacturing sector (4) identify jobs/ areas for outsourcing and temporary adhoc engagement 5) and to prepare job description for all posts (6) find the model Vigilance structure for the Company based on its operation and DPE guidelines.

3.0 Study Coverage

The Manpower Study shall cover all the managerial and non-managerial employees in all levels and categories in the areas included in the scope of study falling in the following Divisions/ Departments / Functions/ Areas/ Offices.

3.1 Udyogamandal Complex (UC)

FACT (UC) is one of the two manufacturing divisions of FACT located at Udyogamandal, comprising of two major areas of Fertilisers and Petrochemicals Plants producing Ammonia, Ammonium Phosphate (Factamfos), Ammonium Sulphate, Sulphuric acid, Caprolactam, Captive Power plants etc.

3.2 Cochin Division (CD)

FACT (CD) is the second manufacturing Division of FACT, located at Ambalamedu, having Ammonium Phosphate, Sulphuric and Phosphoric acid plants and also Product Handling & Dispatch (PHD) departments. The Raw Material handling installations at Cochin Port are also part of CD. New installations of a 1650 MT NP plant and augmented storage facilities have come up and also coming up in this division.

3.3 Marketing Division

Marketing division is entrusted with the task of sales and marketing of different products of FACT and is having sales network in Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Puducherry, consisting of State/ Zonal Offices and Agro Service Centres. Company is also looking out for sales in Pan India.

3.4 FEDO

FEDO is the Engineering and Consultancy division which provides consultancy services for design and development of Fertiliser & process plants and allied industries and for infrastructure development and undertakes turnkey project jobs.

3.5 FEW

FEW is the Engineering and Fabrication unit of FACT located at Palluruthy, Kochi. FEW is engaged In manufacture of heat exchangers, pressure vessels, storage tanks, ship building components etc.

3.6 Corporate Office and Head Office

FACT Corporate Office is located at Udyogamandal with Offices of Chairman and Managing Director, Functional Directors and Offices of various

Functional Heads and Company Secretariat.

FACT - HO is located in Udyogamandal and the following sections/ functions are attached to HO.

- Centralized Finance including Internal Audit, Payroll, Provident Fund
- Centralized Materials -Purchase, Transportation, Stores, Shipping Office
- Centralized HR including Welfare, Medical, Training, IE, Legal Services
- Computer Services Centre
- Administration, Public Relations, Estate office, and Guest houses
- Vigilance department
- Regional/ liaison Offices and Guest house at Delhi, Mumbai.

4.0 Scope of Study

To conduct study on rationalisation of man power and recommend on the following:

4.1 Manpower in all categories at all Divisions / Departments in the Company including the new NP Plant of a 1650 MTPD NP Plant at CD and the augmentation of storage facilities at both Ambalamedu and Willington Island (WI) which includes

a. A 10,000 MT Ammonia Storage Tank (now operational)

b. Phosphoric Acid Storage & Handling Facility at WI with two additional P205 tanks (5,900 MT each)

c. Sulphuric Acid Storage facilities with two 5,000 MT tanks at Ambalamedu and one 8,200 MT tank at WI.

4.2 Manpower for the following scenarios in UC (i) when all plants are fully operational (ii) when Ammonium Sulphate production is maintained through Capralactam route and other plants in the Petro Plants are kept on preservation mode and (iii) when only Fert plants are running (i.e. Petro and Ammonia Plants not running.

4.3 Recommend numbers in various Departments / plants, in Layer 1 and Layer 2, in Operations and Maintenance departments of UC and CD, that are to be staffed / occupied by (i) graduate engineers and (ii) selection promotions from among non-managerial personnel with Diploma qualification (also BSc Chemistry in case of Chemical discipline).

4.4 Examine the efficacy of the shift timings followed in the Company for round the clock shift operations vis a vis practices in other continuous process industries in the chemical manufacturing sector.

4.5 Analyse marketing operations in Marketing Head Office, southern states and market expansion into new states and to rationalize man power.

4.6 Vigilance structure set up for FACT based on the size, function and operation of the Company and the Model Vigilance prescribed in the DPE guidelines.

4.7 Recommend the areas / numbers for outsourcing and temporary (adhoc) engagement.

4.8 To prepare Job Description & Duties & Responsibilities - Post wise -- for managerial and non- managerial cadres and Minimum qualification / Specification required for each post.

The assessment of work content may be done through interactions with the department heads/ in-charge personnel, analyzing the primary data collected from departments, secondary data collected from the records, observation while task is being performed etc. Data thus collected may be analysed using appropriate IE, statistical & other techniques. There are jobs/ tasks that have been outsourced for operational efficiency. Such activities shall also be analysed while working out the quantum of job during workload assessment.

The scope may be altered / amended as may be necessary with mutual consent between the parties (FACT & the Agency).

5.0 Deliverables

5.1 To recommend appropriate man power to be deployed - Division / Plant/ Section/ Function/ Post/ Category wise- for all managerial and nonmanagerial jobs/ cadre including the new 1650 MTPD NP Plant at CD and the augmentation of storage facilities at both Ambalamedu and Willington Island (WI).

5.2 To recommend appropriate man power to be deployed in UC (i) when all plants are fully operational (ii) when Ammonium Sulphate production is maintained through Capralactam route and other plants in the Petro Plants are kept on preservation mode and (iii) when only Fert plants are running (i.e. Petro and Ammonia Plants not running).

5.3 Recommend numbers in various Departments / plants, in Layer 1 and Layer 2, in Operations and Maintenance departments of UC and CD, that are to be staffed / occupied by (i) graduate engineers and (ii) that can be staffed / occupied by promotees from among non-managerial personnel with Diploma qualification (also BSc Chemistry in case of Chemical discipline).

5.4 Examine the efficacy of the shift timings followed in the Company for round the clock shift operations vis a vis practices in other continuous process industries in the chemical manufacturing sector and submit recommendation.

5.5 Recommend Marketing Field Set-up and Manpower- Specific recommendations, strength of managerial and non-managerial staff etc. for Marketing Division, considering expansion of markets to new States.

5.6 Recommend suitable structure and manpower requirements for Vigilance Department based on the size, function, operation of the organisation and DPE guidelines.

5.7 To list out jobs/ areas for outsourcing / temporary (adhoc) engagement.

5.8 Submit Job Description, Duties & Responsibilities for each post for managerial and non- managerial cadres and Minimum qualification / Specification required for each post.

6.0 Approach and Methodology

6.1 The bidding agency shall provide detailed approach & for accomplishing the scope, coverage, objectives & deliverables mentioned in the tender document.

6.2 The methodolow for manpower assessment shall be through any one (or) combination of the following techniques but not limited to, as applicable and appropriate to individual work areas viz;

- Individual work process observations
- Activity Mapping
- Work Sampling
- Capacity Assessment basis
- External Benchmarking with relevant Organization of similar nature/ turnover (preferably competitors) etc
- Dynamic work plans such as Production Programme/ Sales Programme
- Production, Sales and other departmental targets achieved in previous years.

(The above are indicative and not exhaustive)

7.0 Manpower Study - Road map

7.1 The Study shall be conducted vide the following three stages:

Stage: 1

Diagnostic stage where an initial study will be conducted by the agency covering all the study areas as per the scope, coverage, objectives and deliverables of the assignment.

Based on the initial study, a conceptual paper detailing the approach and proposed by the agency (for conducting the study on entire scope, deliverables and coverage areas) will be submitted, which has to be concurred by FACT Management before proceeding to Stage 2.

A detailed Time Schedule indicating the following shall also be submitted for all individual study area for acceptance by FACT.

- Division/ Dept. / Section
- Duration of Study (From.... To.....)
- Names of Resource personnel
- Methodology/Techniques
- Schedule for study reviews with FACT Management

Stage: 2

Detailed studies shall be conducted by the agency as per the approved Conceptual Paper and Time Schedule under Stage — 1. Completed Study reports at the end of each individual study as per the scope, coverage and deliverables -shall be submitted by the agency at the stated time to FACT Management. This report will be reviewed and mutually accepted feedbacks will be incorporated in the respective reports.

Stage: 3 - Discussion and Submission of Final Report

Major study results will be discussed with FACT Management and the full and final report incorporating the feedback of Management will be submitted within the time period specified for Stage 3. Final Report accepted by the Management has to be presented before the Board for approval.

7.2 Duration of Study:

(i) Stage 1: Two weeks from the date of commencement of work as stipulated in LOI/Work Order.

(ii) Stage 2: Twelve weeks after completion and acceptance of Stage 1

(iii) Stage 3: Two weeks after completion and acceptance of Stage 2

8.0 Responsibilities of FACT

8.1 FACT will provide access to current systems and processes as well as any other historical data, if any.

8.2 FACT will provide required information/ response sought by the Consultant within reasonable time, wherever data and information are available with FACT.

8.3 FACT will provide necessary permissions for entry at work sites and usage of infrastructure, subject to approval.

8.4 Lodging facility shall be provided in FACT House at Udyogamandal House (non AC, twin sharing with bed coffee/ tea) to the study team, free of cost.

8.5 Lunch will be provided to the Study team from Company Canteen to the extent available, free of cost.

9.0 Responsibilities of Successful Consultant

9.1 The Consulting Firm / Agency will be responsible for fulfilling the study requirements as brought out in the tender document.

9.2 Responsible for arranging all the logistics as may be necessary for the assignment viz. transportation & accommodation to personnel of the firm / agency (other than mentioned in section 8), printing, stationery, internet facility, photo copying etc.

9.3 All interim reports are to be submitted by the agency in two (02) sets with colour print as may be required, along with 2 Pen Drives containing the respective soft copy. Full & Final report to be submitted by the agency in ten sets (10) with colour print as may be required, along with 4 Pen Drives containing the soft copy of the same.

10.0 Performance of duties and services by Consultant

10.1.1 Consultant 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 Work.

10.1.2 Consultant 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.

10.1.3 Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

10.1.4 Consultant 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.

10.1.5 Personnel (Team Leader / Team Member) deployed by the Consultant for conducting the study shall meet the minimum criteria on qualification & experience specified at 2 (c) & 2(d) of PQ criteria.

10.2 <u>Team Leader</u>

10.2.1 Consultant shall nominate the Team Leader whose CV is submitted responsible for executing this contract and shall be the contact person between FACT and Consultant 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, Consultant's Representative can be replaced with FACT's consent after getting approved his CV from FACT.

10.2.2 FACT shall be at liberty to object to any nomination and can advise Consultant to remove their representative in case of violation of terms and

conditions of NIT/ Contract. Consultant shall replace immediately such person by competent substitute at no extra cost to FACT.

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

10.3 Payment and Completion Terms

10.3.1 FACT shall pay for the services rendered as per stipulation in the NIT through E-Banking only. All Bank charges of Consultant's Bankers shall be to the Consultant's account.

10.3.2 Consultant will invoice FACT according to the terms and conditions provided in the NIT. Payment shall be released within 30 days of receipt of invoice subject to satisfactory completion of the defined milestone.

10.3.3 Payment terms are mentioned below:

- 10% on completion of Stage 1
- 25% on completion of Stage 2
- 40% on completion of Stage 3
- 25% after acceptance of study report by Board

10.4 Priority of works

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

10.5 Firm price

The prices quoted by the Consultant should be firm and not subject to any price escalation.

10.6 Insurance of the Consultant's personnel:

Insurance of the Consultant's personnel shall be the responsibility of the Consultant.

10.7 Compliance with Statutory laws

The Consultant shall ensure due compliance with all applicable and governing industrial laws, rules and regulations and by laws both of the Central and State Governments and all other local authorities and shall keep the Owner harmless and indemnified in respect thereof.

The Consultant shall abide by all safety regulations, as required statutorily and also as per procedures and instructions from FACT issued from time to time for safe work at the Site.

10.8 Security Deposit

10.8.1 Successful bidder (Consultant) shall be required to furnish an interest free Security Deposit (SD) as detailed in clause 02 of Standard Terms and Conditions of Contract.

10.8.2 In case of extension of completion period, Consultant shall be required to extend the Bank Guarantee against security deposit for a period so extended with a further claim period of six months.

10.8.3 All expenses incurred in obtaining of such guarantee shall be borne by the Consultant.

10.8.4 No relaxation/exemption will be given for submission of Security Deposit.

10.9 Confidentiality

10.9.1 Consultant 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, Consultant shall ensure that each of them has been informed of the confidential nature of the work, confidentiality and nondisclosure provided for hereof. The consultant shall not use the information received from FACT for any other purpose except for which the same has been disclosed.

10.9.2 The consultant or its agents or anybody engaged by him, shall keep all information including but not limited to proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information as well as ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and computer programming techniques; and all record bearing media containing or disclosing such information (hereinafter "Information), which may come into their possession or custody or knowledge in the course of providing services/ executing the contract, in strict confidence and 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. This obligation of the consultant shall continue even after expiry of the contract.

10.10 Taxes and duties

10.10.1 Consultant 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 shall be payable extra as per the applicable rates by FACT.

10.10.2 FACT shall deduct Income tax & TDS under GST at source at applicable rates and issue the certificate for the tax deducted at source.

10.11 Suspension of services

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

10.11.2 Upon notice of suspension, Consultant shall suspend the services immediately.

10.11.3 Upon suspension of the performance of services, Consultant 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.

10.11.4 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.

10.12 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:
Liquidated damages Plus GST @ 0.5% per week of delay in the time schedule for each stage specified in the Scope of Work. Maximum liquidated damages shall be 7.5% of the contract value. 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 Consultant from its obligations and liabilities under the contract or by recovery against the security deposit. Both Consultant and FACT agree that the above price reduction is genuine preestimates of the loss/ damage which FACT would have suffered on account of delay/ breach on the part of Consultant 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.

10.13 Assignment

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to any third party.

10.14 Industrial and intellectual property

10.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder 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.

10.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to FACT will be the property of FACT.

10.14.3 Consultant 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.

10.14.4 Consultant 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.

10.15 Liabilities

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

10.16 Termination of Contract

10.16.1 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 Consultant fails to perform any obligation(s) under the Contract and if Consultant, 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.

10.16.2 Termination for insolvency

FACT may at any time terminate the Contract by giving written notice without compensation to Consultant, if Consultant 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.

10.16.3 Termination for convenience

FACT may by written notice sent to Consultant, 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.

10.17 Agreement:

The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

10.18 The contract will be administered and executed by the Asst. General Manager (HR) Est or any officer authorized by him.

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

Annexure-V

Standard Terms and Conditions of Contract

00. CONTENTS :

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

01. GENERAL:

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

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

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

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

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

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

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

02. SECURITY DEPOSIT :

2.1 Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance

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

(ii) The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be uploaded along with the offer submitted online.

(iii) Alternatively, SD remittance can also be made through the "Payment Gateway for direct remittances" available in our website.

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

2.3 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.

2.4 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the

work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.

03. RATES:

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

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

***04. PAYMENT* :**

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

05 QUANTITY *:*

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

06. CONTINUITY OF WORK :

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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

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

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

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

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.

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.

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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

Or

(II) For contracts other than (i) above:

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM :

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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

****

Annexure VI

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/181/E33253 DTD. 10.03.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder: Signature of the Bidder:

Place: Date: (Seal)

ANNEXURE – VII

UN-PRICED COPY OF PRICE BID

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

From To

Dear Sirs,

Sub: STUDY OF RATIONALISATION OF MANPOWER IN VARIOUS DIVISIONS OF FACT LTD.
Ref: Enquiry No. MM/181/E33253 dtd. 10.03.2026.

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

S. No	Description	All-inclusive Lumpsum Rate (excluding GST) - Rs. **Indicate "Quoted"**
1.	Engaging Consultant for Manpower Study/Assessment in FACT **"Study on Rationalization of Manpower"** in all the Divisions, Departments / Sections of FACT Ltd. in Managerial and Non-Managerial Cadres as per detailed Scope of Work, Deliverables and Coverage specified in tender document.	

GST shall be extra as applicable based on statutory notifications.

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

Signature of the Bidder Name of the Bidder

Date:
Place: (Seal)

ANNEXURE – VIII

PROFORMA OF PRICE BID

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

ANNEXURE – IX

UNDERTAKING

Ref: Enquiry No: MM/181/E33253 dtd. 10.03.2026

We undertake that (Name of the Consulting Firm), if selected, will not enter into consortium or subcontract the tender work in full or partial to any other agency.

Signature with Date :.....

Name & Designation : .....

Firm's Seal : .....

Annexure - X

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

To

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

ANNEXURE-XI

AGREEMENT

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

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

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

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

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

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

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

For

In the presence of witnesses:
1.
2.

In the presence of witnesses: for and on behalf of the Company
1.
2.

ANNEXURE XII

DETAILS OF DOCUMENTS UPLOADED IN PROOF OF PQ CRITERIA

Note: Bidders shall submit the duly filled and signed copy of this form along with Part A bid

PRE-QUALIFICATION CRITERIA FOR BIDDERS Pre-qualification Criteria to be met by the Bidders:			DETAILS TO BE FILLED BY BIDDERS AND ENCLOSE ALONG WITH PART A OF TENDER					
Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)	DESCRIPTION					
1. Consultant								
Consultant should be incorporated in India under Companies' Act 1956 or Societies registered in India under Society's Registration Act 1860 or Trusts registered in India under Indian Trust Act or established under the Act/Statute of Central Govt. or State Government or any partnership firm.		1. Certificate of incorporation of Company / Registration Certificate of Society or Trust / Proof of establishment under the Act/ Statute of Central Govt. or State Government.	Type of document enclosed : *[Please Tick(**v**) type of document enclosed]*	Certificate of incorporation of Company	Registration Certificate of Society or Trust	Proof of establishment under the Act	Statute of Central Govt. or State Government.	
			Reference of document (Regn No./Ref No.) and date of issuance					
			Page No. in enclosure					
		2. Memorandum and Articles of Association of the Company / Bylaws of the Society / Trust Deed / Partnership Deed with GST registration certificate (If turnover is below threshold, then self-declaration to be submitted)	Type of document enclosed : *[Please Tick(**v**) type of document enclosed]*				Partnership Deed with GST registration certificate (*If turnover is below threshold, then self-declaration to be submitted*)	
							Whether Turnover is below Threshold? (Provide information if Turnover is below Threshold, otherwise NA)	Whether self declaration submitted?
							Yes / No / NA	Yes / No / NA
			Reference of document (Regn No./Ref No.) and date of issuance					
			Page No. in enclosure					
2. Experience & Capability								
(a) Past study experience	• 3 (Three) Manpower Assessment Studies carried out within last 7 years (i.e. with respect to date of tender) in India with an Institution / Organization with size of 500 employees or more. • Out of the three studies: (a) at least One (01) study should be in the Manufacturing Sector.	a) for each of the three studies: (i) Contract / Agreement (ii) Completion report from client towards date of completion and size of the client Organisation (confirming ≥ 500 employees). Copy of Audited report showing employees strength b) Duly filled in and signed the prescribed format Enclosure: 1	Particulars	Name of the Institution / Organisation - 1	Name of the Institution / Organisation - 2		Name of the Institution / Organisation - 3	
			Details of the Institution / Organisation where Manpower assessment study carried out?					
			Details of Manpower size of the Organisation?					
			Type of Organisation: [CPSE / Others] If Others, pls specify.					

PRE-QUALIFICATION CRITERIA FOR BIDDERS			DETAILS TO BE FILLED BY BIDDERS AND ENCLOSE ALONG WITH PART A OF TENDER			
Pre-qualification Criteria to be met by the Bidders:						
Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)	DESCRIPTION			
	(b) One (01) study should be in Schedule A or B Central Public Sector Enterprises.		Whether Schedule A or B CPSE?			
			Whether the Institution/Organisation is in manufacturing sector?			
			Whether attached supporting document towards proof of Manufacturing sector.			
			Reference No. of Contract / Agreement			
			Whether enclosed copy of contract / Agreement			
			Reference No. of Contract / Agreement			
			Whether enclosed Completion report from Client mentioning date of completion and size of client organisation			
			Reference No. of Completion Report			
			Whether enclosed Copy of Audited Report showing employees strength			
			Whether submitted Enclosure 1 filled and signed			
			Page No. in enclosure			
2. Experience & Capability						
(b) No.of resource personnel	5 (Five)	Duly filled in and signed format Enclosure: 2	Whether submitted Enclosure 2 ?			
			Page No. in enclosure			

PRE-QUALIFICATION CRITERIA FOR BIDDERS Pre-qualification Criteria to be met by the Bidders:			DETAILS TO BE FILLED BY BIDDERS AND ENCLOSE ALONG WITH PART A OF TENDER			
Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)	DESCRIPTION			
(c) Qualification for resource personnel		Graduate Engineer / Post Graduate Engineer / PG Diploma in Management	Type of certificate enclosed : *[Please Tick(**√**) type of document enclosed]*	Graduate Engineer /	Post Graduate Engineer /	PG Diploma in Management
			Certificate Ref No. & issued date			
			Page No. in enclosure			
(d) Experience of resource personnel: (i) Post Qualification Experience (in years)	Team Leader : 7 Years Member : 4 Years	Certificate of experience from the employer to be submitted	Whether submitted Certificate of Experience from employer for Team Leader with 7 years experience?			
			Certificate Ref No. & issued date			
			Page No. in enclosure			
			Whether submitted Certificate of Experience from employer for Team Member with 4 years experience?			
			Page No. in enclosure			
(ii) No. of Manpower assessment studies (post qualification) associated with the resource personnel	Team Leader : 3 Member : 1	Certificate of experience from the employer to be submitted	Whether submitted Certificate of Experience from employer for Team Leader with 3 years experience?			
			Certificate Ref No. & issued date			
			Page No. in enclosure			
			Whether submitted Certificate of Experience from employer for Team Member with 1 year experience?			

PRE-QUALIFICATION CRITERIA FOR BIDDERS Pre-qualification Criteria to be met by the Bidders:			DETAILS TO BE FILLED BY BIDDERS AND ENCLOSE ALONG WITH PART A OF TENDER			
Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)	DESCRIPTION			
			Page No. in enclosure			
(iii) One of the member in the team shall have experience in the Managerial cadre in Production / Maintenance in a Chemical / Petrochemical / Fertilizer plant.	Team Leader / Member : 5 Years	Certificate of experience from the employer to be submitted	Details of Manufacturing experience in the Managerial Cadre of Team Leader / Member [Brief details of area of work in Manufacturing to be provided]			
			Details of Manufacturing Organisations where the Team Leader / Member was associated in the Managerial Cadre.			
			Page No. in enclosure			
			Whether submitted relevant Certificate of Experience from employer for 5 years of experience in Managerial Cadre?			
			Page No. in enclosure			
3. Finance						
Annual turnover of the firm / institution from the consultancy business in India	The Firm should have a minimum turnover of Rs. 25 Lakhs in each of the last three financial years ending 31.03.2025.	Audited Balance Sheet and Profit & Loss account statements of last 3 Financial years ending ending 31.03.2025 with declaration citing revenue from Manpower Consultancy business in India.	Particulars	FY 22-23	FY 23-24	FY 24-25
			Details of Turn over			
			Whether submitted Audited Balance Sheet with declaration citing revenue from Manpower Consultancy business in India.			
			Page No. in enclosure			

PRE-QUALIFICATION CRITERIA FOR BIDDERS Pre-qualification Criteria to be met by the Bidders:			DETAILS TO BE FILLED BY BIDDERS AND ENCLOSE ALONG WITH PART A OF TENDER			
Criteria details	Minimum Criteria value to be satisfied by the agency	Documents required to be attached for evaluating the mandatory criteria (**)	DESCRIPTION			
			Whether submitted Audited P&L statement with declaration citing revenue from Manpower Consultancy business in India.			
			Page No. in enclosure			
4. The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions / Organization.		Undertaking as per the prescribed format Enclosure: 3	Whether enclosed undertaking as per Enclosure 3			
			Page No. in enclosure			

Note : i) Bidders may preferably enclose one pdf file of PQ documents with page nos. for ease of carrying out evaluation of PQ documents.
ii) Bidders may sign and enclose this sheet along with Technical recommendation (Pdf to be enclosed)

Details of the Bidder :