

FACT CORPORATE MATERIALS.	Cutting of Trees, branches of trees and the assistance to the cutting of trees/branches in FACT CD township and Plant area for a period of two years	TENDER.NO. MM/181/E28488 Dtd.13.11.2023
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THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,
CORPORATE MATERIALS, FACT-PD, Administration Building
UDYOGAMANDAL - COCHIN - 683 501(KERALA)
Tel: (0484)-256 8123,8273
E-mail: jayakumarp@factltd.com; aneeshya@factltd.com;
Website: <http://www.fact.co.in>

Cutting of Trees, branches of trees and the assistance to the cutting of trees/branches in FACT CD township and Plant area



[Enquiry No. MM/181/E28488 dated 13.11.2023]

Online Bids are invited for undertaking the work of Cutting of Trees, branches of trees and the assistance to the cutting of trees/branches in FACT CD township and Plant area for a period of two years through <https://eprocure.gov.in>. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/time for submission of bids is **28.11.2023/ 3:00 P.M.**

Hindi Version is published in our website www.fact.co.in.

Asst. General Manager (Materials)-C

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दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड
निगम सामग्री, फेक्ट पी डी प्रशासनिक भवन
उद्योगमंडल - कोच्ची - 683501 (केरल)
दूरभाष: (0484)-256 8123,8273

ई-मेल: jayakumarp@factltd.com; aneeshya@factltd.com;
वेबसाइट: <http://www.fact.co.in>



फेक्ट सी डी टाउनशिप और प्लांट क्षेत्र में पेड़ों, पेड़ों की शाखाओं को काटना और पेड़ों/शाखाओं को काटने में सहायता

[पूछताछ सं. MM/181/E28488 दिनांक 13.11.2023]

<https://eprocure.gov.in> के माध्यम से दो साल की अवधि के लिए फेक्ट सी डी टाउनशिप और प्लांट क्षेत्र में पेड़ों को काटने, पेड़ों की शाखाओं को काटने और पेड़ों/शाखाओं को काटने में सहायता के लिए ऑनलाइन बोलियां आमंत्रित की जाती हैं। इस निविदा में कोई भी बदलाव/विस्तार केवल हमारी वेबसाइट/सी पी पी ई-प्रोक्योरमेंट पोर्टल के माध्यम से सूचित किया जाएगा और समाचार पत्रों में प्रकाशित नहीं किया जाएगा।

बोलियां जमा करने की नियत तिथि/समय **28.11.2023 / अपराह्न 3:00** बजे।

(हं)-
सहा. महाप्रबंधक (सामग्री) सी

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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)

NOTICE INVITING e-TENDERS

e-Tenders (two part) are invited for undertaking the work of Cutting of trees, branches of trees and assistance to the cutting of trees/branches in FACT CD township and Plant area for a period of **two years** from the date stipulated in work to proceed notice **through <https://www.eprocure.gov.in>** portal. The details of works are described in the Special Terms and Conditions of Contract (Annexure-IV) attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Standard Terms and Conditions of Contract (Annexure-V) 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/E28488 dtd.13.11.2023
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	28.11.2023 / 03.00 P.M.
Date & Time for opening of Part A of the Bid.	29.11.2023 / 03.30 P.M.
Name of Work/Description	Cutting of trees, branches of trees and assistance to the cutting of trees/branches in FACT CD township and Plant area for a period of two years
EMD	Rs. 44,000/- by NEFT / RTGS
Security Deposit	5% of the total contract value
Period of contract	Two years from the date stipulated in work to proceed notice.
Contacts	1) e-Tender Helpline: Mr.AjinoAnandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr.Jayakumar P, Tel: +91 484 256 8123 e-mail: jayakumarp@factltd.com

2.0 TENDER DOCUMENTS (e-TENDER)

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

3.0 Evaluation of bids:

Bids will be evaluated based on the pre-qualification criteria and other requirements

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stipulated in the tender enquiry.

Bidders shall quote rates for all the items of work, against Schedule of work in the Price Bid Format (Annexure-VIII). Bids not complying with the above will not be considered.



Evaluation of Price bids (BoQ) and determination of L1 bidder shall be based on the combined total value of all the items in the Price Bid, which will be arrived at based on the rates quoted by a bidder for each item for the corresponding quantities indicated. A single work order shall be issued for all the items of work.

In case more than one bidder become L1, based on the evaluation method as above contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above. In this connection pl. also refer clause 8.0 of Instructions to bidders.

4.0 **GENERAL**

- 4.1 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.
- 4.2 EMD as per clause 7 of Instructions to bidders (Annexure-I)
- 4.3 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.
- 4.4 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.
- 4.5 The Un-priced bid (Annexure-VII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable.
- 4.6 Bidders shall quote prices in the BOQ only and not elsewhere. The rate shall be firm throughout the contract period, Rates shall be quoted in the same unit of measure given in the BoQ and shall be considered accordingly. No other documents shall be enclosed with Price Bid (BOQ).
- 4.7 Any further information on familiarisation/ nature of work, if required by the bidders, can be had from the Officer (Estate), FACT CD [Phone No. 0484 - 272 3662, 3354]
- 4.8 For any clarification on this enquiry please contact Asst. Manager (Materials)-T&S, [Phone- 0484- 256 8273 / 8123], Corporate Materials, Transportation & Services, FACT PD Administration Building, FACT Ltd., Udyogamandal PIN-683 501.



**For The Fertilisers And Chemicals Travancore Limited
Asst. General Manager (Materials)-C**

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List of Enclosures of this NIT is as follows:

Sl.No.	Document	TITLE	No. of Pages
1	Annexure I	<i>Instructions to Bidders (e-Tender)</i>	7
2	Annexure II	<i>Pre-Qualification Criteria for bidders</i>	1
3	Annexure III	<i>Vendor Data Form</i>	2
4	Annexure IV	<i>Special Terms and Conditions of Contract</i>	9
5	Annexure V	<i>Standard Terms and Conditions of Contract</i>	6
6	Annexure VI	<i>Compliance Statement</i>	1
7	Annexure VII	<i>Un-priced copy of Price bid format</i>	1
8	Annexure VIII	<i>Price bid format (BoQ)</i>	Separate Excel Sheet
9	Annexure IX	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
10	Annexure X	<i>Proforma of Agreement</i>	1
11	Annexure XI	<i>Safety Practices</i>	2

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Annexure-I

Instructions to Bidders (OPEN e-Procurement)

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

The Asst. General Manager (Materials) C, Corporate Materials,

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PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

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



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

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

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

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

- 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.

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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 DEPOSIT:



7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through NEFT/RTGS to FACT a/c No. **57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

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

7.3 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration Numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam

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Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is non-divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

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



11.0 Rates:

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

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

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

- 11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates**

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within the aforesaid period of 120 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

13.0 PURCHASER'S RIGHT:



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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply/Service

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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 GENERAL:

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

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

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before submitting their bids.

- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)-C, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568123/2568273; Email:jayakumarp@factltd.com.
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst.General Manager(Materials)-C.



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-C

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ANNEXURE - II

PRE-QUALIFICATION CRITERIA

Following will be the qualification criteria for this work,

The bidder should have successfully executed either of the following:

- a) The tenderer should have successfully completed at least one similar works contract of not less than ₹ 3 lakh during any of the preceding 7 years as on the date of this tender from a Govt./ quasi-Govt/ Public Sector Undertakings/ Private Limited Company.

OR

- b) The tenderer should have successfully completed two similar works contracts of not less than ₹ 2 lakh each during any of the preceding 7 years as on the date of this tender from a Govt./ quasi-Govt/ Public Sector Undertakings / Private Limited Company.

OR



- c) The tenderer should have successfully completed three similar works contracts of not less than ₹ 1.5 lakh each during any of the preceding 7 years as on the date of this tender from a Govt./ quasi-Govt/ Public Sector Undertakings / Private Limited Company.

'Similar work' means the work of cutting and stacking of trees.

Bidders shall submit self-attested scanned copies of Work Order(s)/Purchase order(s) and respective Work Completion certificate(s) from organizations served, with Part A as documentary evidences in proof of the above. If the supporting documents for Pre-Qualification criteria are of work completed in any of the divisions of FACT, only the Work Order number and final completed date and value need to be mentioned.

Note for micro & small enterprises and startups: Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups 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. FACT reserves the right to verify the claim of the bidders /documents submitted by them, directly with the clients or any other agency in this regard.



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ANNEXURE-III

VENDOR DATA FORM

Sl. No.	Description	To be filled in by Vendor
	Company Profile	
1	Name of the Bidder:	
2	Address:	a: Regd. Office
		b: Factory
3	PIN Code	
4	Telephone Nos	
5	E mail ID	
6	Details of Contact Person	
7	Details of Local Office/ Representatives/ Liaison Agents	
8	PAN No (Please upload Scanned Copy of PAN card).	
9	GST Registration No (Please upload Scanned Copy of GST registration).	
10	Constitution of the Bidder : (Strike out which is not applicable)	Proprietorship/ Regd. Partnership/ Limited Company
11	Name and address of proprietor /Partners/Directors	
12	Category: i) Whether the entrepreneur comes under the following status (please tick) * In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for	Micro / Small / medium

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	MSME order, 2012.	
	ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.	SC / ST
13	Details of EMD: For NEFT / RTGS: <u>UTR No.</u> <u>Date</u> <u>Payment Receipt / Challan(in original)</u>	

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



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

DECLARATION

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

Date:
Place:
Seal:

Authorised Signatory,
Name :
Designation :
Signature :

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ANNEXURE IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

The scope of work is to provide the service of cutting the Trees, branches of trees, coconut trees, bamboos, etc and assistance to the cutting of Trees, branches of trees, coconut trees, bamboos, etc., in FACT Cochin Division Township (Quarters, Hostels, Office premises, Company roads, Grounds, etc.), Plant area, Estate, Civil, Electrical offices, Ambalamedu House, Willington Island, etc., subject to the following conditions. The requirement of approximate numbers of service of the Tree/ Branches of tree cutting and the assistance to the Tree/ Branches of tree cutting are 600 each.

TERMS AND CONDITIONS:

1. The persons engaged for the tree cutting/branches of tree cutting shall have enough experience in this field.
2. The workers proposed for engagement shall have ESI/PF registration. If not, necessary registration for ESI/PF have to be obtained.
3. The person, the surety bidder of the quotation, should supply the service of the Tree/ Branches of tree cutting and the assistance to the Tree/ Branches of tree cutting to the Company as per work order.
4. The contractors are responsible for transporting/bringing at their own cost tools such as axe, ladder, coir, rope, chainsaw provided by the company etc. which are required for cutting trees/branches of the trees. The Company does not pay any additional rent or charges for Contractor to bring the said timber cutting tools. The safety/ security of tools are the sole responsibility of contractor. Safe keep of the machines, tools and the equipment provided by the company and of Contractor shall be at the risk and responsibility of the Contractor.
5. Working hours will be 08:30 hrs to 16:30 hrs. Lunch break will be from 12:30 hrs to 13:30 hrs. Workers must maintain time schedule.
6. The Contractor should collect the details of work for the next day from Estate Manager and should start the work on time. The doubts regarding the work should be cleared from Estate Manager/ staff.
7. The workers assigned by Contractor shall only cut trees, branches as per the Estate Department representatives direct.
8. The cut trees, branches should be stacked as per the order of Estate department with no obstruction to people and movement. Vehicle will be provided by Company, conditionally for transportation of the cut down branches for stacking purpose, if needed.
9. During the work, it should not cause any hindrance to people in quarters, employees or others or working of the Company etc.
10. After completion of the assigned work as directed by the Estate Department, the work completion should be marked as done by the respective estate area and submit it to the Estate Office in the prescribed format. The contractor should also keep the copy of the same and submit the same with the bill.

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11. The Contractor should supply the service of the Tree/ Branches of tree cutting and the assistance to the Tree/ Branches of tree cutting as per Estate Manager in Charge. This details will be intimated by the Department a day before. In case of emergency, the Contractor is obliged to comply with requirements without prior notice.

12. Successful party shall remit 5% of the total contract value as security deposit and the receipt shall be submitted to Materials Department. EMD may be adjusted against the security deposit by the Contractor, if required. Security deposit shall not earn interest.

13. If the Contractor does not provide the service as required, a fine of Rs. 250/- will be charged for each delayed day. Delay of more than 3 days can result in punitive actions including termination of contract. In such case security deposit will not be refunded. Such contractors will not be permitted to participate in Company's subsequent tenders.

14. Workers should be given wages as per government regulations. Workers are not allowed to use drugs during working hours. The workers are not eligible to get any claim for employment in FACT.

15. Contractor should provide the service during evening, night shifts in case of emergency. The service will be paid with the day shift rates only, irrespective of the shift.

16. Payment shall be released on pro-rata basis against the actual number of man days engaged with the certification of the Officer in charge. Only 95% of each part bill will be released. Remaining 5% shall be released along with the final bill. Only one running bill per month shall be allowed. Payment shall be released within 15 days of receipt of invoice, subject to certification by Officer in charge.

17. The payment for the service will be made for the days certified by the Officer in charge in Estate Department-CD. Normally there will be maximum 3-4 working days in a week. The company cannot assure minimum working days in a week.



18. If it is noticed that the service is not carried out properly the payment for that day will be reduced to half.

19. The workers/ contractors should not take away cut trees, branches, company goods etc. In any such instance is brought to notice the contract will be cancelled and security deposit will be forfeited.

20. Any damage/ loss caused during the work to company goods, people residing in Quarters or others, the amount will be deducted from Contractor's bill. If it is not sufficient the contractor is personally liable for the same.

21. The workers assigned by the Contractor will get a pass with their photograph from Estate office. Workers should show this pass wherever/ whenever the Company Officers/ CISF Officials demands. The workers should return the pass at the end of Contract, if not Rs. 100/- will be charged for each missing passes from the contractor's bill amount.

22. All the taxes/ dues related to this work will be deducted from the Contractor's bill.

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23. If any accident happens to contractor/ workers during the work it is the sole responsibility of Contractor for treatment and expenses should be borne by the Contractor. The Contractor should ensure the registration of workers under ESI/ PF.

24. Two copies of Bills as per work order on typed form shall be submitted to Estate Office every month before 6th of next month.

25. During the monthly bill submission, original of works done report should also be submitted. Payment shall be released within 1 month of receipt of invoice, subject to certification by Officer in Charge.

26. The Contractor will get the amount as per work order rates only.

27. Large trees, large branches, higher branches, risky large/small branches of trees, there will be no extra amount for above cases of work than in contract.

28. Chain saw required for wood cutting will be given by the Company whenever it is needed. It should be used/ handled carefully. Oil, petrol for the machine will be given by the Company.

29. The transportation cost of workers, tools to the workplace is the responsibility of Contractor. No additional payment will be made by the Company for the same.

30. 1% of contract amount will be deducted for workmen compensation.

31. Work should be completed without any loss/hindrance to Company goods, employees and people residing in Quarters and others within the specific time.

32. The Contractor shall comply with all safety rules and security regulations of the Company. The contractor should obey the directions/ instructions of the CISF. Safety belt/ safety equipment etc. required for the work should be provided by the Contractor. Workers must use the safety equipment prescribed by Safety officer.



33. Tools, machinery, ropes, etc., which may be used for carrying out the work shall be taken inside factory area after entering the register maintained by the CISF. Similarly while returning the items from the factory CISF record should be updated as per the instructions of the CISF.

34. Cutting, cleaning, stacking of branches should be done satisfactorily at plant, Township areas and marked as done from the respective officers with Date of work, number of workers, helpers engaged, in the format given by the Estate Department. This should be given along with the bill by the Contractor.

35. ID proof and Police clearance Certificate of workers should be submitted to Estate Office.

36. The Contractor is obliged to follow existing FRAUD PREVENTION POLICY (2012) of FACT.

37. FACT is a company with environmental protection under ISO 14001 standard. So Contractor should not do anything that would cause harm to environment. All precaution must be taken to prevent fire from oil/petrol etc.

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38. The required number of service for the tree cutting and the assistance for the tree cutting is only approximate and is likely to vary.

39. If the contractor's work is not found satisfactory, the contract shall be terminated immediately. If contract is terminated, the contractor is not eligible for any compensation and the security deposit remitted by him will be forfeited.

40. The period of contract shall be for 24 months from the date stipulated in Work-to-Proceed-Notice.

41. If there is any difficulty in performing the duties assigned by Estate office, it should be cleared with Estate office without delay.

42. Contractor shall engage only healthy persons between 21 and 58 years of age as workers for executing the contract.

43. Company reserves the right to terminate the work order if and when required during contract period without specifying any reasons, at a week's notice.

44. The contractor shall report the work progress status to the Estate Department in the evening on daily basis.



45. Contract Administration: This contract shall be administered and executed by Estate Manager-CD or his authorized representative.

46. GST: The rate quoted by the Vendor for all the works as per this tender/WO shall be exclusive of applicable GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. 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.

Other Conditions:

1. ISSUE OF MATERIALS BY COMPANY (FACT)

- 1.1 Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Terms and Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.
- 1.2 Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.
- 1.3 The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any

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quantity of material remaining unaccounted, such amount will be recovered from Contractor/s bill as per book value or market rate whichever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.

- 1.4 Site shall be cleared on completion of the job and clearance shall be obtained from the site-in-charge of the work/concerned departments.

2. TIME OF COMPLETION AND COMPENSATION FOR DELAY:



- 2.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.
- 2.2 Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor
- 2.3 If the work is delayed due to reasons attributable to the Contractor, compensation for delay shall be recovered from the Contractor at the rate of 1/2 (Half percent) of the Contract Value per WEEK of delay, subject to a maximum of 7.5% of the contract Value.
- 2.4 If in the opinion of the Engineer-in Charge, the works are unduly delayed, COMPANY (FACT) shall have the right to get such delayed items of work executed through any other Agency of its own choice at the risk and cost of the Contractor.

3. SAFETY AND SECURITY

- 3.1 The Contractor shall strictly observe all safety precautions and Security regulations of COMPANY (FACT) and shall comply with the instructions of the Plant Manager / Engineer-in-Charge or his deputies in this regard. The contractor shall strictly follow all safety regulations laid by Safety Department. Precautions regarding use of electrical equipments, chemicals etc., shall be strictly followed during execution of the work.

4. TERMS OF ENGAGING LABOUR:



- 4.1 CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office,

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authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.

- 4.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- 4.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- 4.4 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.
- 4.5 CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 4.6 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 4.7 Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- 4.8 The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- 4.9 The contractor shall employ only those adult workers (above 18 years of age)

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who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.

4.10 The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.

4.11 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.



4.12 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.

4.13 The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request

- a. Copy of Age proof
- b. Police clearance certificate
- c. Copy of bank pass book
- d. Copy of Aadhar
- e. Two copies of passport size photographs
- f. Duly filled application for ESI & PF enrolment.

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

4.15 The Contractor and his employees are expected to abide by discipline and

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traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.

- 4.16 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- 4.17 The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

5. TECHNICAL SUPERVISOR:

- 5.1 The Contractor shall appoint a full time Technical Supervisor as required and approved by the Plant Manager / Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorized person of the Contractor shall be considered as instruction given to the Contractor. The Technical Supervisor or an authorized agency shall be available at Site during all working hour throughout the contract period to receive instructions from the Plant Manager / Engineer-in-Charge.
- 5.2 Material Specifications of works, measurements and any other condition not mentioned herein shall be as per relevant Indian Standard Specifications, Codes, Regulations, Laws, etc. or as directed by Plant Manager / Engineer-in-Charge. Tests if required before taking over of the work by COMPANY (FACT) shall be done by Contractor at his cost.
- 5.3 Single Phase Electricity and water if required for the work will be given free or cost at one point. The Contractor shall make his own arrangements for taking connection from that point.



GST is applicable as per GST Act of Government of India

6. EMERGENCY

In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Plant Manager / Engineer-in-Charge and no extra payment will be payable for such work carried out.

7. DAMAGES

- 7.1 The Contractor shall take care to see that none of the existing structures, fittings, other contractor's properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.

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- 7.2 All scrap materials shall be transported to Material Conservation yard after weighing.
- 7.3 During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

8. TEST EQUIPMENTS

Contractor shall use only calibrated test equipment / instruments for the works and valid calibration / test certificates shall be available for all such instruments.



9. ENVIRONMENT MANAGEMENT:

We are 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. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

10. AGREEMENT:

- 17.1 The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Stamp paper of value of Rs 200/- in the format prescribed by FACT and shall bear all expenses and incidental there to.
- 17.2 The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

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.

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

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

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

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

02. SECURITY DEPOSIT :

The contractor) shall remit interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

03. RATES:

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



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

04. PAYMENT :

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

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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

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1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.

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

09. STATUTORY OBLIGATIONS

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



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

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

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

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

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

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

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

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

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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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



12. TERMINATION :

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

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

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-

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

14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM :



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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE- VI

COMPLIANCE STATEMENT



We state that our offer against Enquiry No. MM/181/E28488 dated. 13.11.2023 is in full compliance with the documents issued against the Enquiry No: MM/181/ E28488 dated. 13.11.2023 without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Schedule of operation and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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ANNEXURE VII

PROFORMA OF UNPRICED COPY OF PRICE BID

(To be submitted with Part-A Bid)

Sub: **Cutting of Trees, branches of trees and the assistance to the cutting of trees/branches in FACT CD township and Plant area for a period of two years as per the Tender No. MM/181/E28488 dated. 13.11.2023**

Note: Please **do not fill Rates in this format**. Please fill in **"Quoted"** in the blank column provided.

We here by quote our competitive rate as below for all the items of work cited above in compliance with the enquiry documents without any deviation.

SI No.	Item Description	Estimated Quantity	Unit	All inclusive rate (Rs. Per Unit- Excluding GST) Indicate "QUOTED"
1	Engagement of Wood cutter for cutting and stacking of Trees / branches of trees, in Plant and Township area of FACT CD.	600	MDY	
2	Engagement of Helper for cutting and stacking of Trees / branches of trees, in Plant and Township area of FACT CD.	600	MDY	

GST shall be extra as applicable based on statutory notifications.

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



Name of the Bidder
(In block letters)

Signature of the Bidder

Place:

Date:

Seal



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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) and Quote the rates in BoQ

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Annexure - IX

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

To

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

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

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



We, the said Bank, do hereby 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

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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 ofTwo thousand and Twenty Three.

For (Name of Bank) :



Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X

AGREEMENT

Proforma of Agreement to be executed in Rs.200/- Non Judicial Stamp Paper

ARTICLES OF AGREEMENT made this day the,..... between THE FERTILIZERS AND CHEMICALS TRAVANCORE LIMITED(F A C T), 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 F A C T) 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 F A C T for the due performance of work as set forth in the Work Order No..... dtd 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 payment to be made by F A C T mentioned in the aforesaid Work Order No.....dated..... accompaniments thereunto the Contractor shall duly perform the said works, fulfill and keep all conditions in the work order which will be deemed and taken to be part of this contract as if the same had been fully set out herein and F A C T 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, F A C T will pay to the Contractor at the time and in the manner set forth in the aforesaid work order and in the Annexures 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 from

THE SAID CONDITIONS shall be read and constructed 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 Agreement 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 conditions shall be returned to the contractor.

IN WITNESS thereof the Contractor, and of The FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, for and on behalf of the Company have hereunto set their hands this day and year first above written.

Name and address of the Contractor

In the presence of witness:

(with seal)



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ANNEXURE-XI



SAFETY PRACTICES

1. The Contractor shall observe all statutory and legal requirement by Central and State Governments applying to the work as well as any local regulations applying to the site issued by OWNER or any authority.
2. Particular attention is drawn to the following:
 - a) In case of accident, OWNER's safety Engineer/Engineer-in-charge shall be informed in writing within 24 hours of occurrence of the accident. The contractor shall strictly follow regulations laid by Factory Inspector and Government authorities in this regard.
 - b) Fencing all contractors plant, platforms, excavations etc.
 - c) Compliance with all electricity regulation.
 - d) Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear.
3. Staircases, doors or gangways must not be obstructed in any way that will interfere with means of access or escape.
4. The Contractor shall notify OWNER of his intention to bring on site any equipment or container holding liquid gaseous fuel of other substances which might create a hazard. The OWNER will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.
5. Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of OWNER. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the contractor shall be responsible for obtaining the same.
6. The Contractor shall be responsible for safe storage and use of any radiographic sources or those of his sub contractors,
7. WORK Permit in the prescribed proforma shall be obtained from OWNER's Safety Engineer! Engineer in-charge before carrying out any work within the project premises in the following situations:
 - a) Any work involving open flames and sparks such as welding, gas cutting, soldering, grinding etc.
 - b) Sand blasting.
 - c) Entry into hazardous and potentially hazardous areas.
8. Good house keeping must be practiced by Contractors personnel at all times within the project area.

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9. For the safe execution of certain works, personal protective/safety devices as stipulated by Safety codes! Safety Engineer shall be provided and maintained by the Contractor.-
10. Any unsafe work practice I working conditions during execution of work shall be corrected immediately on bringing the same I the attention of contractor by OWNER's safety Engineer.
11. Contractor shall strictly adhere to safe traffic practices within project area with respect to speed limit, parking of vehicles etc.
12. Electrical Safely Regulation
 - 12.1 In no circumstances will the contractor interfere with fuses and electrical equipments belonging to the OWNER, or other contractor.
 - 12.2 Before the contractor connects any electrical appliances to any plug or sockets belonging to the other contractor or OWNER, he will:
 - a) Satisfy OWNER/Engineer - in - Charge that the appliance is in good working condition
 - b) Inform the OWNER/Engineer-in-charge of the maximum current rating, voltage and phase of the appliance.
 - c) Obtain permission from OWNER/Engineer-in-Charge for taking power connection from specified point.
 - 12.3 Permission for power connection will not be granted until OWNER/Engineer-in-Charge is satisfied that the appliance is in good working condition and proper earthing connection provided.
 - 12.4 No electric cable in use by other contractor/OWNER will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.
 - 12.5 No work must be carried out on any live equipment. The equipment must be made safe and a 'WORK PERMIT issued by Engineer-in-Charge before any work is carried out.
 - 12.6 Contractor shall employ a full time electrician to maintain the temporary electrical installation of the contractor.
 - 12.7 Contractor shall follow detailed Safety Procedure issued by OWNER at the time of commencement of work and updated from time to time.
13. Contractor shall have arrangements to transport his workmen in the event of an accident at work site.

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