

CORPORATE
MATERIALS

**TRANSPORTATION & DISTRIBUTION OF FOOD
ITEMS FROM UC CAFETERIA**

Enquiry No:
MM/181/E24402
dtd 01.12.2021

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CORPORATE MATERIALS, PD ADMINISTRITIVE BUILDING
UDYOGAMANDAL, COCHIN, KERALA – 683 501
Tel: (0484) – 256 8273, 256 8260 / 254 5196
E-mail: julian@factld.com; aneeshya@factld.com
Website: <http://www.fact.co.in>

**TRANSPORTATION OF FOOD ITEMS BY COVERED VEHICLES AT FACT-UC
Enquiry No.MM/181/E24402 dated 01.12.2021**

Online bids (TWO PART) are invited from experienced Transport contractors for undertaking the work of Transportation and Distribution of food items to various areas in Udyogamandal from FACT – UC Cafeteria with suitable covered tempo vans and manpower in all the three shifts for a period of **two years**, through <https://eprocure.gov.in> portal. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.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 **16.12.2021 / 3.00 P.M.**

-Sd-

Asst. General Manager (Materials) T&S

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Transport  services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)
NOTICE INVITING e-TENDERS

- 1.0** Online bids [two part] are invited from transport contractors who own / have control of minimum four covered Tempo vans of good condition such as Tempo Van - Metador Model / Tempo Traveller/ Tempo Van Standard /Tata 407 / TATA ACE / Mahindra Pickup / Piaggio Truck (Four wheeler) for undertaking the work of transportation and distribution of food items from FACT – Udyogamandal Complex (UC) Canteen to the various destinations at Udyogamandal in all the three shifts for a period of two years as detailed in the Scope of Work and Special Terms and Conditions.



PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER
Visit <https://eprocure.gov.in> for online bid submission

2.0 General Information:

Enquiry No.	MM/181/E24402 dated 01.12.2021
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	16.12.2021 / 03.00 PM
Date & Time for opening of Part A of the Bid.	17.12.2021 / 03.30 PM (24 hours after the due date & time)
Period of contract	Two Years starting from the date of commencement of work as per letter of intent/work order.
Name of Work/ Description	Transportation and distribution of food items to various locations in FACT – Udyogamandal from FACT– Udyogamandal Complex Canteen
EMD	As per clause 7.0 of Instructions to Bidders
Security Deposit	3% of the total contract value
Contacts	1) e-Tender Helpline: Mr. AjinoAnandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com (for e tender submission) 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com (for tender details) 3) Mr. Julian Vijaykumar.R, Tel: +91 484 256 8260, 2545196 e-mail: julian@factltd.com (for tender details)

3.0 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)'.

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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 rates for all the items of work, against Schedule of work in the Price Bid Format (BoQ) vide Annexure – IX. 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 combined total value of all the items of Schedule of work, which will be arrived at based on the rates quoted by a bidder for each item for the corresponding quantities indicated, as given in the price bid format.
- 4.4 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.
- 4.5 A single Work Order shall be issued to the L1 bidder for all the items of work under schedule of work based on the rates offered by the L1 bidder.

5.0 GENERAL

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 "Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. alongwith the bid as per Annexure-XIII. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punnamm P.O, Thrissur – 680002
Mobile: 8547381122, E-mail address: ykmenon78@gmail.com"


The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to The Assistant General Manager (T&S), Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

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Note: In case bidders require any clarification pertaining to the tender please contact the officers at 5.5 & 5.6 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

- 5.5 Any further information on familiarisation/ nature of work, if required by the bidders, can be had from the Officer (Welfare), [Phone No.0484- 2567237] or Deputy General Manager (HR), HR department, [Phone No.0484- 2568857 / 2568859] FACT UD, Udyogamandal.
- 5.6 For any clarification on this enquiry please contact Asst.General Manager (Materials)-T&S, [Phone- 0484- 254196, 2568260] or Asst. Manager Designate(Materials)-T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
Asst. General Manager (Materials) T&S

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	6
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	4
4	Annexure IV	Scope of Work	10
5	Annexure V	Special Terms & Conditions	5
6	Annexure VI	Standard Terms & Conditions	4
7	Annexure VII	Compliance Statement	1
8	Annexure VIII	Unpriced copy of Price bid format	1
9	Annexure IX	Price bid format (BoQ)	Separate Excel Sheet
10	Annexure X	Bid Security Declaration in lieu of EMD	1
11	Annexure XI	Proforma of Bank Guarantee for Security Deposit	2
12	Annexure XII	Proforma of Agreement	1
13	Annexure XIII	Integrity Pact	5

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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 (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala
- 4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**
- 5.0 Bid documents shall consist of Part-A and Part B as detailed below:

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

1. Bid Security Declaration as per our Format 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.

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7.0 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

- 7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Number by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.
- 7.2 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, 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 right to claim damages and/or other legal recourse.

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 may not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is non-divisible.

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.

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10.0 CONFORMITY:

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

11.0 Rates:

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

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

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

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, 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 right to claim damages.

12.0 SECURITY DEPOSIT:

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

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

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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 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

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- any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@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]-T&S.

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)-T&S

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Annexure II**PRE QUALIFICATION CRITERIA FOR BIDDERS**

Pre-Qualification Criteria to be met by the Bidders:

- 1 Bidder should have experience in undertaking at least one similar job (transportation, catering etc.) for a minimum contract value of not less than **Rs.10.00 lakh** for any organization during any one of the last 5 years as on the date of tender. Bidder shall enclose copies of the i) Work order supported by corresponding ii) Performance Certificate and iii) Experience Certificate specifying the amount with reference to the work order issued by the contractee with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry. For this purpose, the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer, or Govt./Quasi Govt. Depts., which do their work mainly through public contracts, shall be considered for acceptance.
- 2 Bidders must own/ have control of **minimum four covered Tempo Vans** - Metador Model / Tempo Traveller/ Tempo Van Standard /Tata 407 / TATA ACE / Mahindra Pickup / Piaggio Truck (Four wheeler) as on the date of opening of bid and till the expiry of the contract period,if contract awarded, with sufficient proof either in partner's name or firm's name. Documentary evidence in support of the above such as lease agreements (for leased vehicles), copies of Registration Certificate, Insurance, Fitness Certificate etc., shall be furnished along with Part-A Bid. In case of lease, lease agreement in original (in Rs.200/- stamp paper) shall also be enclosed along with the bid.
- 3 Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) for a minimum of **Rs.5 Lakh** from a Nationalised/ Scheduled Bank along with Part A Bid (Techno commercial Bid). The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.
- 4 Must have a representative in Kochi / nearby areas with communication facility and sufficient authority to co-ordinate day-to-day activities with FACT at Udyogamandal.

Bidders not fulfilling pre-qualification criteria 1 to 4 above will not be considered.

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

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Annexure III

VENDOR DATA /UPDATION FORM
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)
TENDER NO. MM/181/E24402 dated 01.12.2021

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

Sl. No.	Description	To be filled in by vendor
1	Name of the bidder/firm	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	
17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company/ / Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors	
21	CATEGORY:	
a	Whether the entrepreneur comes under the given status (please tick and attach document)	Micro/ Small/ Medium
<p>* 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 may not be able to enjoy benefits as per PP Policy for MSME order, 2012.</p>		

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CORPORATE MATERIALS	TRANSPORTATION & DISTRIBUTION OF FOOD ITEMS FROM UC CAFETERIA	Enquiry No: MM/181/E24402 dtd 01.12.2021
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b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category
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22.0 Details of Covered vehicle proposed to be used for the subject work.

Sl. No.	Reg. No. of vehicle	Model	Approved carrying capacity of vehicle (MT)	Platform Length	Platform Width	Platform Height from Ground level

Copy of relevant documents such as R.C. book, fitness, insurance coverage etc for vehicle to be enclosed. (Originals to be submitted for verification, if required by FACT). In case of lease, lease agreement in original (in Rs.200/- stamp paper) shall also be enclosed along with the bid.

23.0 FINANCIAL WORTHINESS

Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings	
Working Capital that can be mobilised for two months operation of the contract with supporting details	Rs..... lakhs

24.0 Details of credit / limits facilities enjoyed :

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

Sl. No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.	Amount of credit limit sanctioned Rs.



24.1 Details of Profit & Loss Account and balance sheet

(Please enclose copies for the preceding three financial years (duly audited))

25. Bidders experience in any of the previous five years as on the date of tender shall be furnished as per the format below (Attach Certificates from Organisation served):

Name of the Organisation	Description of work with Work Order No. & Date	2017	2018	2019	2020	2021

Note: Copies of Work order supported by corresponding Experience and Performance certificates from the organisations indicated above, shall be furnished as mentioned in PQC 1.

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26. **Pan No:** _____
(Attach Photocopy of Pan Card)

27. **Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT.** **Days.**

28 OTHER DETAILS:		
1	Have you ever been blacklisted by Government Department, Public Sector, Quasi Government, Undertaking	YES / NO

29. 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	

30. Following documents shall be enclosed along with Part-A of Bid

1. Proof of constitution of firm.
2. Copies of Work order supported by corresponding Experience and Performance certificates from organisations served as indicated in PQC 1, shall be furnished.
3. Copies of the RC Book, Insurance ,Fitness Certificate etc.
4. In case of leased vehicle, in addition to the above, lease agreement in Rs. 200 stamp paper also shall be enclosed.
5. Copy of "Permanent Account Number" (PAN) Card.
6. Copy of GST registration.
7. Copy of latest Income tax return & Audited Balance Sheet and P&L account for last 3 financial years
8. Solvency certificate (original or copy duly attested by a Notary) for a minimum of **Rs.5 Lakh** from a Nationalised/ Scheduled Bank along with Part A Bid (Techno commercial Bid). The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.
9. Copy of Registration certificate with Labour Dept./ PF / ESIC.

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

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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:

Name of Bidder:

Place

Signature of Bidder:

(Seal)

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ANNEXURE IV**1.0 Scope of work:**

- 1.1 The Contractor shall have to provide suitable Covered Tempo Vans. – Metador Model/Tempo Traveller/Tempo Van Standard/Tata 407/TATA Ace/Mahendra Pickup/Piaggio Truck(Four Wheeler) of good condition in all respects.

The contractor shall engage manpower in each vehicle in all the three shifts for the transportation, distribution of food items and hot water as per the works mentioned in **schedule I to IV** and service points mentioned in **Annexures 1A, II A, III A and III B**.

- 1.2 The worker shall wear blue colour jacket for identification and head cover while packing & supplying food materials. The contractor shall produce a medical fitness certificates in respect of the workers engaged from a government medical practitioner once in a year.
- 1.3. The workers engaged by the contractor will have to wash thermo flasks and kettles used for the distribution of Tea, Tiffin boxes with hot water in the canteen in each time of supply. The kettles used for the supply of hot water are to be washed thoroughly with hot water.
- 1.4 In case of late supply of Tea / food items by five minutes, due to fault of the contractor or his workers a penalty of Rs.500/- per occasion and for late supply of 6-10 minutes a penalty of Rs.1000/-per occasion will be imposed.

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Schedule of Work - I

Transportation of food items in suitable Covered Tempo Van from FACT – Udyogamandal Complex (UC) Canteen to **FACT – Petrochemical Division and to various plant areas in PD as given in Annexure - I A** in all the three shifts.

SHIFT	TIME	DETAILS OF WORK
8-4	08.30 AM TO 09.30 AM	Tea supply in various plants in PD, collecting tiffin carrier from plants and to be cleaned and rinsed with hot water thoroughly.
	09.30 AM TO 10.30 AM	Supply of hot water in kettles as per annexure – III B
	10.30 AM TO 10.45 AM	Collecting Vessels from PD canteen
	10.45 AM TO 11:15 AM	Transportation of meals from UC Canteen to PD Canteen. Supply of Tiffin carriers to Plants in PD
	11:15 AM TO 01:15 PM	Vehicle shall be available at PD Canteen to make up the shortage if any at PD canteen.
	01.15: PM TO 01:30:PM	Taking back all the tiffin carriers, Thermal Urns/Kettles kept in plants.
	01.30: PM TO 03:30:PM	Tea supply in various plants in PD, Collection of Thermal Urns, Kettles from plants after tea serving, Taking back, Big vessels from Canteen if any.
4-12	04:30 PM TO 06:30 PM	Tea supply in various plants in PD, Collection of Tiffin carrier from plants after tea serving. Collection of Vessels from PD canteen if required.
	07:00 PM TO 08:30 PM	Transportation of meals from UC Canteen to PD Canteen. Supply of Tiffin carriers to Plants in PD . Taking back all the Vessels from canteen, Tiffin carriers and Kettles after tea serving.
	9:00 PM TO 10:00 PM	Tea supply in various plants in PD, Taking back all the Tiffin carriers from plants/Thermal Urns/Kettles. Tiffin carriers to be cleaned and to be rinsed with hot water thoroughly.
12-8	2:00 AM TO 3:00 AM	Supply of tea & tiffin to various plants in PD,
	5:00 AM TO 6:00 AM	Supply of tea to various plants in PD, Taking back all the Thermal Urns /Kettles.

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Annexure 1A**Food Service Points (Schedule of Work I)****8/4 SHIFT**

1	PD ADMN., PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT., INSTRUMENTATION
2	CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL,, HYAM
3	HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS,
4	LACTAM-MECH, AMMONIA HANDLING, STORES,TRAFFIC, PUMP HOUSE, TANK FARM
5	TANK FARM, PRODUCTION GATE

4/12 SHIFT

1	PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT.,INSTRUMENTATION
2	CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL,, HYAM
3	HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS, MECH.,
4	AMMONIA HANDLING, TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE

12/8 SHIFT

1	PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT., INSTRUMENTATION
2	CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL,, HYAM
3	HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS, MECH.,
4	AMMONIA HANDLING, TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE

SUNDAYS & HOLIDAYS - 8/4 SHIFT

1	PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT., INSTRUMENTATION
2	CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL,, HYAM
3	HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS, MECH.,
4	AMMONIA HANDLING, ,TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE

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Schedule of Work - II

Transportation of food items in suitable Covered Tempo Van from FACT – Udyogamandal Complex (UC) Canteen to **part of Fert Plant Areas and Training School as per Schedule of work -II** is as given in **Annexure - II A** in all the three shifts as detailed below:.

Shift	Time	Details of Work
8-4	08.30 AM to 10.00 AM	Supply of Tea to various Fert plants as per service points given below and collection of meals vessels from RAP canteen.
	10.45 AM to 11.00 AM	Collection of vessels from Managerial canteen
	11.15 AM to 11.45 AM	Transportation of meals from UC cafeteria to RAP canteen
	11.45 AM – 12 .15 PM	Transportation of meals from UC cafeteria to Managerial canteen.
	12.15 PM to 01.00 PM	Vehicle shall be available at UC cafeteria/RAP canteen as instructed by Shift-in Charge to make up the shortage, if any, at RAP canteen/Managerial Canteen.
	01.30 PM to 03.30 PM	Supply of Tea to various Fert plants as per service points given below
4/12	05.00 PM to 07.00 PM	Supply of Tea to various Fert plants as per service points given below & Collection of meals vessels from RAP canteen.
	07.00 PM to 08.30 PM	Transportation of meals from UC cafeteria to RAP canteen & Taking back all the vessels from RAP canteen after meals service.
	09.00 PM to 10.30 PM	Supply of Tea to various Fert plants as per service points given below.
12/8	01.45 AM to 03.00 AM	Supply of tea and tiffin to various Fert plants as per service points given below.
	05.00 AM to 06.00 AM	Supply of Tea to various Fert plants as per service points given below.

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Annexure-II A**Food Service Points (Schedule of Work II)****8/4 SHIFT**

1	CIVIL, MATERIAL CONSERVATION, CMG, SMITHY, WORKSHOP, MEDICAL
2	NAS WITHOUT TEA - BAGGING, MECH., STORES, NAS ELE., CIVIL
3	PETROL PUMP, GARAGE, RAP CONTROL ROOM, INSTR., FEDO
4	RAP MECHANICAL, OFFICE AREA, LAB, CISF
5	COOLING TOWER, PDS YARD, SYNTHESIS
6	COMPRESSOR, MDEA, NITROGEN, DM WATER
7	NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE
8	TRAINING SCHOOL

4/12 SHIFT

1	CMG, WORKSHOP, SMITHY, MEDICAL
2	NAS 1 ST FLOOR-CONTROL ROOM & LAB, PUSHER
3	YARD ROOM, TRAFFIC, IN CHARGE, BAGGING, INSTR.
4	RAP CONTROLROOM, INSTR., LAB, CISF
5	COOLING TOWER, PDS YARD, SYNTHESIS
6	COMPRESSOR, MDEA, NITROGEN, DM WATER
7	NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE

12/8 SHIFT

1	CMG, WORKSHOP, SMITHY, MEDICAL
2	NAS 1 ST FLOOR-CONTROL ROOM & LAB, PUSHER
3	YARD ROOM, TRAFFIC, YARD ROOM, BAGGING, INSTR.
4	RAP CONTROLROOM, INSTR., RAP MECH(SHUT DOWN)
5	LAB, CISF, COOLING TOWER, PDS YARD, SYNTHESIS
6	COMPRESSOR, MDEA, NITROGEN, DM WATER
7	NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE

SUNDAYS & HOLIDAYS - 8/4 SHIFT

1	CMG, WORKSHOP, SMITHY, MEDICAL, NAS- ALL PLANT AREAS
2	RAP CONTROLROOM, INSTRUMENTATION, RAP MECH(SHUT DOWN)
3	LAB, CISF, COOLING TOWER, PDS YARD
4	SYNTHESIS, COMPRESSOR, MDEA, NITROGEN PLANT, DM WATER
5	NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE

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Schedule of Work - III

Transportation and distribution of food items in suitable Covered Tempo Vans from FACT – Udyogamandal Complex (UC) Canteen to **Other areas in Fert Plants not covered in Schedule of work- II and Township areas** as is given in **Annexure III- A** in all the three shifts as detailed below:.

Shift	Time	Details of Work
12/8	2.00 AM	Supply of Tea & Tiffin at various locations of the plant as per annexure - III A and take back flasks/kettles after 30 minutes.
	5.00 AM	Supply of Tea as per annexure - III A and take back flasks/kettles after 30 minutes
	6.00 AM	Supply of hot water in kettles as per annexure – III B
8/4	8.30 AM	Supply of Tea at various locations of the plant and collection of empty tiffin carriers from the areas concerned as per annexure – III A and take back flasks/kettles after 30 minutes
	10.30 AM	Filling & distribution of filled tiffin carriers at various locations as per annexure – III A
	11.00 AM	Supply of hot water in kettles as per annexure- III B
	1.30 PM	Supply of tea at various locations as per annexure - IIIA and take back flasks/kettles after 30 minutes.
4/12	5.00 PM	Supply of Tea at various locations of the plant and collection of empty tiffin carriers from the areas as per annexure - III A and take back flasks/kettles after 30 minutes
	6.00 PM	Supply of hot water in kettles as per annexure – III B
	07.00 PM	Filling meals & distribution of filled tiffin carriers at various locations as per annexure – III A
	09.15 PM	Supply of tea at various locations as per annexure – III A and take back flasks/kettles after 30 minutes.

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Annexure - III A**Food Service Points (Schedule of work – III)****12/8 SHIFT**

SI.No.	Service Points
1	WELDING, POLLUTION CONTROL ,INSTR.
2	ACID LAB. DCDA & SO2
3	NORTH GATE CISF & TRAFFIC OFFICE
4	MELTER , SULPHUR CHARGING/CRANE OPRS.
5	MAIN LAB, CISF CONTROL ROOM, SOUTH GATE, FILTER BED.
6	11K V, OFFSITE, HEAVY
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB
8	TRAFFIC, BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER)
9	BOILER, IMPORT ACID, , PHOSPHATE MECH.& ELE(SHUT DOWN WORK TIME)
10	150 TPD PHOSPHATE – GROUND FLOOR - ISSUE CLERK , BAGGING OPERATOR
11	150 TPD PHOSPHATE – CONTROL ROOM & LAB , FIRE & SAFETY, 110 K V,

8/4 SHIFT

SI.NO.	Service Points
1	11 K V, OFFSITE, RUBBER LINING & WELDING, INSTR. MAIN OFFICE
2	ELE, INSTR, POLLUTION CONTROL, ACID OFFICE ,LAB., ACID MAINT., DCDA, SO2
3	MELTER, SULPHUR CHARGING/CRANE OPRS.
4	NORTH GATE CISF, TRAFFIC OFFICE
5	SOUTH GATE, ESTATE, TOWNSHIP CIVIL & ELE, FILTER BED,EEC BUILDING, HO, SCT BUILDING
6	HEAVY, UTILITIES, MECH. OFFICE
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB , PM'S OFFICE
8	BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER), TRAFFIC
9	BOILER, IMPORT ACID, PHOSPHATE ELE, MECH.
10	150 TPD PHOSPHATE – MECH., TRAFFIC, BAGGING OPERATOR
11	150 TPD PHOSPHATE - CONTROL ROOM & LAB, TRAFFIC, BAGGING OPR,
12	MAIN LAB, TIME OFFICE, FIRE & SAFETY, 110 K V,

4/12 SHIFT

SI.NO.	Service Points
1	WELDING, POLLUTION CONTROL ,INSTR.
2	ACID LAB. DCDA, SO2
3	NORTH GATE CISF&TRAFFIC OFFICE
4	MELTER, SULPHUR CHARGING/CRANE OPRS.

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5	MAIN LAB, SOUTH GATE, FILTER BED
6	11K V, OFFSITE, HEAVY
7	300 TPD IIND FLOOR - CONTROL ROOM & LAB
8	TRAFFIC, BAGGING AREA + INSTR + H2SO4 HANDLING(SUPER)
9	BOILER, IMPORT ACID, PHOSPHATE MECH.
10	150 TPD PHOSPHATE – GROUND FLOOR - ISSUE CLERK , BAGGING OPR-
11	150 TPD PHOSPHATE –CONTROL ROOM & LAB , FIRE & SAFETY, 110 K V,

Annexure- III B**HOT WATER SUPPLY POINTS –FERT PLANTS**

SNO	AREA	NO. OF KETTLES		
		8/4 SHIFT	4/12 SHIFT	
1	POLLUTION CONTROL	1	1	
2	NORTH GATE TRAFFIC	SERVE	SERVE	
3	ACID PLANT-DCDA	2	2	
4	III STAGE – BAGGING	3	3	
5	III STAGE - CONTROL ROOM	2	2	
6	III STAGE TRAFFIC	SERVE	SERVE	
7	IV STAGE - CONTROL ROOM	1	1	
8	IV STAGE BAGGING & TRAFFIC	1	1	
9	INSTRUMENTATION MAIN OFFICE	1		
10	SCT BUILDING	3		8/4 ONLY
11	FIRE & SAFETY	1	1	
12	110 KV	1	1	
13	NEW SULPHATE - IST FLOOR	1	1	
14	NAS BAGGING & TRAFFIC	2	2	
15	STORES	2		8/4 ONLY
16	RAP CONTROL ROOM	2	2	
17	FRONT END	1		8/4 ONLY
18	RAP CPP	1	1	
19	RAP OFFCE AREA	1	1	
20	RAP NITROGEN AREA	1		8/4 ONLY
		1	1	
	TOTAL	28	20	

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**HOT WATER SUPPLY POINTS
PETROCHEMICAL PLANTS**

SNO	AREAS	NO. OF KETTLES		
		8/4 SHIFT	4/12 SHIFT	
1	WORKSHOP	2		
2	ELECTRICAL WORK SHOP	2		
3	FIRE&SAFETY	2	1	
4	CONTROL ROOM	2	1	
5	HEAVY	2		
6	DM WATER PUMP, CIVIL & MECH MAINT. OFFICE	1	1	
7	HYAM, ANONE PLANTS, HAYM MAINT., ANONE MAINT.	1	1 (At DM Plant only)	
8	CYCLO HEXINE	2	1	
9	WASTE WATER TREATMENT PLANT	1	1	
10	LACTAM TECH. ROOM	1	1	
11	LACTAM MAINTENANCE	1		
12	STORES	1		8/4 ONLY
14	KHI BOILER	1		
15	CPP CONTROL ROOM	2	1	
16	LACTAM BAGGING & LOADING	3	3	
17	AMMONIA HANDLING	2	1	
18	TANK FARM & FIRE WATER PUMP HOUSE	1	1	
19	NITROGEN PLANT	1	1	
20	INSTR.(BEHIND ELECTRICAL)	1		8/4 ONLY
		29	14	

Note : The number of tea points / hot water points and distribution area may change from time to time based on requirement and contractor will have to supply the items as directed by the shift in charge (Cafeteria)

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Schedule of Work - IV

- (a) Transportation of food items in suitable Covered vehicle from FACT – Udyogamandal Cafeteria to (i) Estate Office (ii) Corporate Office (iii) Township Civil/Electrical in 8/4 shifts on all days except Sundays and Company holidays.
- (b) Includes collection of (1) utensils from each departments (2) meals from UC Cafeteria against coupons collected from the departments (3) loading of the items to the vehicle, transportation and unloading at the above departments (4) return the empty vessels to UC Cafeteria if required

Shift	Time	Details of Work
8:00 AM TO 4:00 PM	10:00 AM	Collection of vessels & coupons from Estate Office, Corporate office and Township Electrical & Civil departments.
	10:30 AM	Collection of food from UC Cafeteria against coupon, loading and transportation of food to various destinations.
	11:00 AM	Unloading of food items at various locations as per requirement.

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Annexure-V**SPECIAL TERMS AND CONDITIONS**



1. The contactor shall :

Ensure transportation and distribution of above mentioned items as per Schedule of Work I to IV using covered vehicles with sufficient manpower to the identified locations / service points in the time prescribed for the purpose.

The average trips per day for **Schedule of Work I is 8** and **Schedule of Work II is 10** and **Schedule of Work III is 11**. However, additional trips, if required will have to be taken up by the Contractor. Additional trips may be necessitated on days of hartal / bundh and on occasions when shortage of food items is experienced in PD /RAP/Managerial Canteen in UD. The contractor shall be liable to carry out the work as per the actual requirement from time to time.

2. The contractor shall ensure timely supply of food items at various service points as per the provisions of the contract. Tea is to be supplied in thermo flasks / kettles to the employees at designated locations / service points earmarked in each plant / department as existing and as may be decided by FACT from time to time.
3. The contractor is bound to supply extra items and hot water, if required as per the instruction of the shift in charge at any time.
4. The distribution of food items should not be interrupted due to Hartal, Bandh, strike etc. and the contractor shall make necessary arrangement during such situations.
5. The Contractor should strictly observe all the rules and regulations, bye-laws and also directions issued from time to time by the Central and State Government, local and other authorities. The contractor shall arrange at his expense all necessary permits, certificates and licenses required as per the applicable laws, regulations and other rules in force at the place where the work is to be performed. The contractor shall further hold FACT immune from any liability or penalty, which might be imposed by reasons of any asserted or established violation of such laws, regulations or other rules.
6. The Contractor shall also be liable to pay any fees, taxes, etc., levied by the local or other authorities.
7. The Contractor's workmen will be provided meals, tea, snacks and tiffin, if required, on cost basis and the cost of the items supplied will be deducted from contractor's bill.
8. In the event of failure on the part of the contractor to supply the requirements in time, FACT shall make alternative arrangement and any expense incurred by FACT in this connection shall be recovered from the contractor without prejudice to FACT's other rights under the contract. In case of late supply of Tea / food items by five minutes a penalty of Rs.500/- per occasion and for late supply of 6-10 minutes a penalty of Rs.1000/-per occasion will be imposed.

For violation of any terms of contract, FACT Management shall have the powers to impose a penalty on the contractor up to Rs.5000/day at the discretion of the Management. This will

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however not limit the right of the Management to terminate the contract for non-performance.

9. Tiffin is to be supplied to employees against coupons issued by the Welfare department of FACT UC. Coupons collected by the contractor are to be submitted to UC Cafeteria on a day-to-day basis.
10. The employees of the contractor on duty shall be healthy and shall always wear clean and neat uniform different from FACT employee's uniform. The driver of the vehicle should possess valid driving license.
11. Pre-employment medical examination should be done for workers employed by contractor in FACT. Periodical medical examination at least once in a year should be done for workers, which must include (a) routine blood examination (b) Rectum and bacteriological examination of faeces and urine and (c) other relevant tests like X-ray, chest etc., if considered necessary. The Contractor should arrange for the medical examination and production of certificate from any of the hospitals with whom FACT has an agreement. The Contractor shall not employ or permit to be employed or allow entry or the presence in the premises of any person suffering from any contagious disease or found medically unfit for employment in the canteen.
12. Fire fighting equipment's facility will be available in the Company and it is the responsibility of the Contractor that his people will also be familiarized with the fire extinguisher. The Contractor should instruct his Workers to follow all safety rules and he shall ensure that all his workers attend the Safety training provided by the Company.
13. The contractor shall employ necessary workers and all of them shall be under the control of contractor and he shall discharge all obligations as employer in respect to the workers employed in the canteen. For all purposes, he/she is the employer of these canteen workers. He shall not engage any worker below the age of 18.
14. The Contractor shall furnish a list of employees shift wise to the Company. He should also obtain necessary entry pass for all his employees working in the Company premises with the permission of Officer (HR-W)-UC. The contractor should ensure that the workers engaged by him are not paid less than the notified minimum wages. The contractor shall produce police clearance certificate in respect of the workers engaged by him along with pass request application.
15. The Contractor shall maintain cordial relationship with FACT employees and others permitted to take meals in the canteen and should not give any room for complaints in the behaviour of his/her employees. The contractor shall ensure orderly /disciplined behaviour of workers employed by him.
16. The contractor shall abide by the requirements of all the relevant labour laws and shall discharge all obligations in respect of his workman as enumerated in labour enactments like Factories Act, Industrial Disputes Act, EPF Act, ESI Act, Payment of Bonus Act, Payment Of Wages Act, Contract Labour (Regulation and Abolition) Act, Employee Compensation Act Etc. and shall be solely responsible for compliance of all the provisions in such enactments. The persons engaged for work, shall have no lien or claim whatsoever on FACT. The Contractor shall be liable to FACT for loss caused to it as a result of any act or omission of those workers engaged for work. FACT shall not involve in any dispute or claims that may arise between the contractor and those engaged by him/her to work in the canteen.

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CORPORATE MATERIALS	TRANSPORTATION & DISTRIBUTION OF FOOD ITEMS FROM UC CAFETERIA	Enquiry No: MM/181/E24402 dtd 01.12.2021
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17. The Contractor shall ensure that workers engaged / to be engaged by him do not suffer any legal disqualification for services by reason of his age or any law or statute in force from time to time or any other reason whatsoever.
18. The employee of the Contractor shall be liable to be searched by CISF and shall have to strictly observe the Company's direction relating to cleanliness, wearing of identification badges etc.
19. If the Company is not satisfied with the services or conduct of any of the workers of the Contractor for any reason whatsoever, the Contractor shall remove such workers from the Company's premises.
20. Contractor must obtain valid labour license as per rules issued by the Competent Authority and must produce it before the commencement of the work and it shall be renewed from time to time to maintain its validity.
21. The Contractor shall register his employees under the E.S.I Act and Employees Provident Fund and Miscellaneous Provisions Act and regulations framed there under and pay the contribution, charges and other amounts payable under the said enactments and also submit the returns, statements etc and maintain all registers and records required under such provisions of law. If the contractor commits any defaults as above and the company have to sustain any loss or damage by making payments due to the authorities mentioned above in discharge of the statutory liability on behalf of the contractor, the company shall have every right to deduct such amount from the bill amount payable to the contractor.
22. The Contractor should ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and his Supervision to ensure the safety at work site.
23. The Wage Roll, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the Contractor and shall be handed over to the Management at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said Contractor for the said period
24. It shall be Contractor's sole responsibility to protect his workers against accident from any cause and he shall indemnify and protect FACT against any claims for damage for bodily injury to person or property resulting from any such accidents.
25. All the utensils used for serving meals, tea and tiffin shall be washed with soap solution and rinsed with hot water in every shift. Since the Company is an ISO 14001 certified one, the contractor shall strictly follow the instructions of the Company in this regard.
26. The utensils like flask, kettles and glasses etc. will be handed over to the contractor at the beginning of the contract. The contractor should return the items so collected without any damage, to the Company, at the end of the contract. Any loss / damage of equipment, building, utensils etc handed over to the contractor shall be either set right by the contractor or the actual cost shall be recovered from the contractor's bill. The Contractor shall replace/repair at his own cost any equipment / utensils damaged.
27. Contractor shall indemnify and hold FACT 'not liable' of any claims from third party and / or the workers of the contractor or of agencies engaged by the contractor consequent to any omission, commission, neglect, act, failure to act by the contractor or his workers or due to

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non-observance of statutory rules and regulations by any of them.

28. The Contractor shall be solely and exclusively responsible for engaging suitable persons for the execution of the work. All disputes or differences between the contractor and his workers shall be settled by him amicably without resulting in any interruption of work or service. The company will not have any liability whatsoever concerning the workers of the contractor. The contractor should maintain proper records / registers as required by the statutes and submit them to the Company as and when required.
29. All workers engaged by the contractor shall be on his payroll and shall be paid by him. Wages, statutory and non-statutory benefits etc to his workers shall be borne by the contractor and shall be paid within the stipulated time.
30. All statutory requirements / obligations should be met by the contractor in respect of the workers concerned. FACT shall not make any payment to the contractor other than the rates agreed in the contract.
31. The contractor shall adhere to and enforce all security, safety, fire protection and other rules of FACT during the performance of the work.
32. If the contractor fails to fulfil his obligations in execution of the contract to FACT's satisfaction, for whatsoever reason, FACT reserves the right to terminate the contract in whole or in part and employ any other agency. In such an eventuality, the contractor's security deposit will be forfeited without prejudice to FACT's further right to claim compensation from the contractor for any losses and /or damages suffered by FACT as a result of such arrangement. FACT shall not be liable to pay any compensation to the Contractor or any loss he may incur consequent to the above measures of FACT.
33. If any work entrusted with other parties or done departmentally is obstructed by, interfered with or caused to be interfered with, to the detriment of FACT's interest by the Contractor or his workers, the contract will be terminated without notice and the remaining work for the balance period of the contract will be arranged by alternative means at contractor's risk and cost. The decision whether the FACT's work has been interfered with or obstructed will be taken by FACT and it shall be final.
34. The contract can be terminated by Management by serving one month's notice. The premises, all utensils, furniture and appliances entrusted to the Contractor shall be returned on the date of such termination of the Agreement intact and in good condition. The contractor shall be liable to make good any loss or damage to such property on the date of such termination or within such reasonable time as may be determined by the Management.
35. The contract shall be administered by Officer (HR-W)-UC or his authorized representative. Dy General Manager (HR) in charge of Welfare shall be the over-all authority for all the activities related to this contract and his/ her decision shall be final and binding.
36. FACT shall not be responsible either directly or indirectly in any manner whatsoever for any omission or commission of the Contractor.
37. The rates shall be firm for the period of contract and no rate revision will be given on any account (including diesel price variations).

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38. The contract shall be for a period of TWO YEARS. However, the company reserves the right to terminate the contract partially or fully during the course of the contract by giving one month's notice.
39. Payment will be effected on a monthly basis. Bills together with supporting documents shall be submitted to the officer in charge of UC Canteen for scrutiny/processing. After certification of welfare dept. the payment shall be made after statutory deduction of income tax, ESI, provident fund etc., as applicable.
40. The time of supply of tea and other food items under schedule I to IV are only tentative and the management has every right to change the timing of supply of tea and food items according to plant operational requirement.
41. Management reserve the right to modify the time and schedule at any time during the contract period.

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

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Annexure- VI**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.

The contract once awarded will not imply that the Contractor has exclusive right for the particular job. The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

02. SECURITY DEPOSIT :

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

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

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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 PF liability, Income Tax, TDS on GST etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05 QUANTITY:

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

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

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

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

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

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

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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.

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

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by FACT through others at the Contractor's risk and cost.

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

13. FORCE MAJEURE:

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

14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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

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

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-VII**COMPLIANCE STATEMENT**

We state that our offer against Enquiry No. **MM/181/E24402** dated **01.12.2021** is in full compliance with the documents issued against the Enquiry No **MM/181/E24402** dated **01.12.2021** without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, 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:

(Seal)

Date:

PRPD. BY :

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APPRD. BY :

DATE :

ANNEXURE – VIII**UN-PRICED COPY OF PRICE BID**

Please do not fill in Rates in this Un-Priced copy of Price Bid format.
Kindly indicate “Quoted” in the column provided

From

To

ASST.GENERAL MANAGER [MATERIALS]-TS,
CORPORATE MATERIALS, FACT LTD.,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL 683 501

Dear Sirs,

Sub: Enquiry No.MM/181/E24402 dated 01.12.2021 for undertaking the work of transportation and distribution of food items from FACT – Udyogamandal Complex (UC) Canteen by suitable Tempo Vans.

Note: Please do not fill in Rates in the format. Please fill in **“Quoted”** in the blank column provided against

With reference to your above enquiry, we quote our lowest rates as below:

Sl. No	Description	Qty	All inclusive Rate (Rs.) (excluding GST) Indicate 'QUOTED' or 'Not Quoted'
1	All inclusive rate per day for the Transportation and Distribution of food items as per the scope of work and Schedule of work I, II, III & IV using suitable covered tempo vans and manpower from FACT – Udyogamandal Complex Canteen to various locations/Plants in and around Udyogamandal.	730 days	
2	All inclusive per kilometre rate for additional kms per day per vehicle over and above 45 kms for food transportation from UC canteen.	10,000 Kms	



GST shall be extra as applicable based on statutory notifications.

We have read and understood the Enquiry Notice, Instructions to Bidders and the 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:

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ANNEXURE- IX**PRICE BID (PART-B)**

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

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ANNEXURE-X**Bid-Security Declaration**

To: AGM(Mat)T&S
FACT-PD Admin building-
UDYOGAMANDAL- 683501

Reference: (1) Enquiry No. _____ of FACT.
(2) Our Bid No. _____ dt.

I/We , irrevocably declare as under:

I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

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

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683 501.

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

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

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

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

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

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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.

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 One.

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-XII**AGREEMENT**

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

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

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

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

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

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

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

For

In the presence of witnesses:

1.

2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE :

Transport  services**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED****FACT**

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ANNEXURE -XIII**INTEGRITY PACT****(To be executed on Rs.500/- Non-judicial Stamp Paper)****INTEGRITY PACT****Between**

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

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

(1) The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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



Section 10 - Other provisions

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

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

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

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of

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this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

(For & On behalf of the Principal)
(Office Seal)

For & On behalf of Bidder(s)/Contractor(s)
(Office Seal)

Place:

Date:

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

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

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