

**FACT**

प्रगति के पथप्रदर्शक
PIONEERS IN PROGRESS

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स ट्रावन्कोर लिमिटेड THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(भारत सरकार का उद्यम) (A Government of India Enterprise)

पंजीकृत कार्यालय: एलूर, उद्योगमंडल, कोच्ची - 683 501, केरल राज्य, भारत
Regd. Office: Eloor, Udyogamandal, Kochi-683501, Kerala State, India. Website: www.fact.co.in CIN: L24129KL1943GOI000371

NOTICE INVITING e-TENDER

Encrypted Competitive rate, **Single stage Two Bid Tenders** containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited from reliable and experienced contractors of sound financial standing by the Senior Manager (Materials)-Contracts, Materials dept., FACT. Tenders received will be opened online on the due date and time. Tender details are given below.

1. Tender No : 04051/2026-2027/E33515
2. Name of Work : Operating a medical store at FACT Cochin Division, Ambalamedu
3. Nature of Contract : Percentage item rate.
4. Earnest Money Deposit : NA
5. Validity of Tender : 6 Months
6. Period of Contract : 3 Years
7. Document Fee : Nil.
8. Last Date & time to upload of e-Tender : 10.06.2026, 11:00:00 Hrs
9. Date, Time and Opening of Technical Bid : 11.06.2026, 11:00:00 Hrs.

Notes:-

1. Details of Tender are available at e-procurement platform <https://eprocure.gov.in>. Offers submitted other than on-line mode shall not be accepted. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procure website and FACT website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc, if any.
2. All bidders shall be registered under GST and shall furnish their Registration documents along with their Part-I Technical bids. Bids of parties not registered are likely to be rejected without assigning reasons.
3. The bidders shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
4. Tenders not accompanied by EMD/Exemption certificate shall be rejected.
5. The right to accept the lowest or any other tender rests with FACT.
6. For any disparity with the conditions, the Special Terms and Conditions shall prevail.
7. Contact details :

<u>Tender details</u> Phone: 0484-2568123, 0484-2568674 email: soumya@factltd.com , anand.s@factltd.com	<u>e-Tender Helpline</u> Name: Mr. Ajino Anandh Phone: 0484-2568374/9497334230 Email: ajinoanandh@gmail.com
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Date: 20.05.2026

Signature:

Designation: SM(Mat)-C
Material Dept, FACT

Prequalification Criteria

Tender no. 04051/2026-2027/E33515

- 1.0 Bidder should have experience in undertaking similar job i.e. (i) by undertaking contract for running minimum one number of medical store for Government /Public Sector /reputed Private Hospital, for a continuous period of not less than two years during the last five years ending on the date of NIT (or) (ii) running an independent medical store for a continuous period of not less than two years during last 5 years ending on the date of NIT.
- 2.0 The bidder at (i) in clause 1 above should have a minimum annual turnover of Rs.6/- lakhs and the bidder at (ii) in clause 1 above, should have a minimum annual turnover of Rs.25/- lakhs for a continuous period of not less than two years during last 5 years ending on the date of NIT, as per the audited statement of accounts.
- 3.0 Solvency certificate (original or copy duly attested by a Notary) for a minimum value of Rs.3,00,000/- from a Nationalized/Scheduled Bank. The Solvency Certificate issued shall be within three months prior to the date of enquiry.
- 4.0 Bidder must hold valid license for running a Medical Store/Outlet, as on the date of bid opening, in specified forms for various categories of Allopathic medicines/ Medicinal drugs issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The bidder must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- 5.0 Documentary evidence in support of the above clause 1(i), such as copies of (1) Agreement between the owner of the Hospital and Contractor (2) Work orders (3) Experience /Work completion certificate and Performance certificate from Organizations served, shall be enclosed along with the techno-commercial bid. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry. With regard to bidder who is running an independent medical shop, the registration certificate, license in the name of the bidder if not owned by him valid lease agreements from the owner of the shops for the above periods of experience shall be furnished.
- 6.0 The bidder must give (i) an affidavit duly attested by the Notary Public/Magistrate First class (original) on a non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/ bidder and (ii) No conviction certificate from State Drug Controller and (iii) certificate to the effect that there is no case pending under the Drugs & Cosmetic Act 1940 and rules made there under as well as under Drug Price Control order (DPCO) against the firm/bidder during the last 5 years (self attested copies to be attached).
- 7.0 The bidder shall enclose along with prequalification bid the following documents towards proof of financial soundness:
 - (i) Copies of Income Tax returns (i) for the five previous years ending as on 31.3.2025
(or)
 - (ii) Copies of Balance sheet and Profit & Loss Account for the last five years ending as on 31.3.2025.

- (iii) Solvency certificate (original or copy duly attested by a Notary) for a minimum value of Rs.3,00,000/- from a Nationalized/Scheduled Bank. The Solvency Certificate issued shall be within three months prior to the date of enquiry.

8.0 Bidders not fulfilling clauses 1 to 7 with sub clauses will not be considered for prequalification.

Note for Micro & Small Enterprises and Startups:

- Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises & Start-ups without any relaxation.
- The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders / documents submitted by them, directly with the clients or any other agency in this regard.

INSTRUCTIONS TO BIDDERS

- 1.0 The bidder shall study carefully the Pre-Qualification criteria, Scope of work and Special Terms, Instructions to Bidders, General Conditions along with all other tender documents. 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. Copy of the Tender document shall be digitally signed by the bidders and shall accompany their Part-A bids, signifying their acceptance of the same. Bidder shall also submit along with his bid Pro forma on Information about Bidder and Bank transaction details duly filled and signed with all details required therein and with all relevant documents.
- 1.1 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT, and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, in case a contract is awarded to him.
- 1.2 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 offers etc., SHALL NOT be accepted.
- 1.3 All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer "Bidders Manual Kit" available on the above website for detailed information and instructions for registration, bid submission etc.
- 1.4 The bidder shall be prepared to commence the work from date of issue of LOI / Work Order.
- 1.5 In case of award of work, the Contractor shall obtain required license from the Labour Department for employing his labourers, before commencement of the work. The Contractor shall also ensure coverage of his labourers under the PF and ESI Acts as applicable.
- 1.6 The offers of such bidders who meet PQ Criteria shall only be considered for techno-commercial evaluation and opening of price bids.
- 2.0 **Scope of Work:** Scope of work as detailed separately.
- 3.0 **Rates:**
- 3.1 Bidder shall quote discount as per the Price Bid Format (BOQ) attached. Bidder shall quote for all items of work as per the Price Bid format. Bids not complying with the above are liable to be rejected.
- 3.2 ~~The rate quoted for each item of work shall be inclusive of all costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers, accommodation and transportation of their officers etc., but excluding GST. In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.~~

4. **Submission of bids:** The bid shall be submitted in two parts – Part- A Bid (Prequalification cum Techno-commercial bid) and Part- B Price Bid (Price Bid in BOQ).
Part- A Bid (Pre-qualification cum Techno-Commercial bid): This bid shall contain the following:
- i. All documents of this tender including Special requirements of the contract, Instructions to Bidders, General conditions, Unpriced Bid (Put tick mark on Quoted / Not quoted), Compliance statement, ANNEXURES, FACT safety rules etc.
 - ii. Copy of GST registration certificate & PAN card
 - iii. Copy of Earnest Money Deposit (EMD) payment mentioned in NIT.
 - iv. Bidder should have experience in similar job as detailed in the Pre-Qualification criteria and the copies scanned from originals to prove the qualification as detailed in the pre-qualification criteria, shall be uploaded. The **BIDDER SHALL PRODUCE THE ORIGINALS OF THE DOCUMENTS FURNISHED ALONG WITH THE PART A OF THE TENDER, AT ANY TIME, IF ASKED FOR, DURING THE EVALUATION OF PART A.**
 - v. **Solvency certificate** as mentioned in the PQ criteria shall be uploaded in Cover-1. **Original/Notarised copy of Solvency certificate** shall be submitted to the office of SM(Mat)C, Corporate Materials, FACT PD admin building, Udyogamandal on or before the due date of the Bid opening.
5. **Part B:** The BOQ in the part B of the tender document shall be filled with quoted discount, which will be opened only after the Technical evaluation, is completed.
6. FACT reserves the right to extend without giving any reason the last date for submission and opening of bid. **HOWEVER, ANY CHANGE IN THIS TENDER LIKE EXTENTION, CANCELATION, ETC WILL BE EFFECTED ONLY IN THE CPP PORTAL**
- 7.0 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.
- 7.1 FACT reserves the right to call tenders from other parties in addition to parties found suitable by way of press advertisement under certain situation such as cartelisation or number of such parties are less, price bids received are less, or quoted rates are high or under any such circumstances which are detrimental to the interest of FACT, at its sole discretion. Further, FACT reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The opinion of FACT in this behalf will be final and binding on the bidders/contractors.


8.0 Evaluation of bids:

Price Bid: Minimum assured percentage of discount on MRP shall be 10%. Price bid is proposed to be invited under 4 category heads requiring the bidder to quote the percentage more than 10 for each category, to become an eligible bidder. Weightage given for each category which has been arrived by analysing the pattern of current utilisation by FACT beneficiaries from the existing sales counters is indicated in the price bid. The total highest percentage offered bidder considering the prescribed weightages will be awarded the contract. Further, bidders are required to quote for all the four categories, in case of omission of any, their bids will not be considered for evaluation.

Un-priced copy of the Price Bid showing quoted and not quoted shall be submitted along with Part - A - Techno-commercial bids. The total highest percentage offered bidder will be awarded the contract

Final calculation for comparison purpose (weighted average) =

$$(A \times W1 + B \times W2 + C \times W3 + D \times W4) \div (W1 + W2 + W3 + W4)$$

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Where A, B, C and D represents percentage offered and W1, W2, W3 & W4 are the corresponding weightage for categories 1,2,3 & 4 respectively

All costs for any other item / services, which are considered necessary for executing the job like all taxes, duties, levies, license fees, payments to the company or to any third party, all costs towards incidental expenses etc. required to fulfill the Scope of Work specified are deemed to have been included in rate.

Conditional discount, if offered, shall not be considered for evaluation.8.3 Prices quoted by the bidder shall be firm and fixed during the performance of the contract,

- 8.1 The following conditions shall be considered in the evaluation of quotations:
- Agreement with terms and conditions and schedules of Tender document;
 - Pre-qualification criteria
 - Price.
- 8.2 For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.
- 8.3 In case more than one bidder becomes L1, the contract will be finalised based on revised lowest discount which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the original rates quoted by them in the revised bid submitted by them as above.
- 8.4 FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT also reserves the right to negotiate with the lowest bidder.
- 8.5 **This tender is non-divisible / non-splitable.**
- 8.6 An opportunity will be extended to the existing occupier of the medical store who participate in the tender and becomes the eligible bidder, to match with the highest percentage quoted by the highest (H1) bidder for operating medical store at the same place and if the existing occupier agrees to match with, then the contract for operating the medical store will be awarded to him.
- 9.0 **GST:** The basic rate quoted by the Bidder for all the works as per this tender shall be exclusive of applicable GST. GST rates applicable for each item shall be quoted separate in the BOQ. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.
- 9.1 Please also arrange to submit the following
- 9.2 The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
- 9.3 Place of supply/Service
- 9.4 GST rates applicable for each item
- 9.5 HSN / SAC codes of each of the goods / services quoted In case of unregistered supplier, a declaration to that effect with reason should be furnished.
- 9.6 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2.
- 9.7 The supplier/contractor shall confirm the following:
- Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
 - Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.
- 9.8 GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of 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.

9.9 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

9.10 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.

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

11. **ACCEPTANCE OF TENDER AND ISSUE OF LOI/WORK ORDER:** The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter Of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate Copy of the Work Order will have to be returned to FACT duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/Work Order whichever is issued first, the CONTRACTOR will have to remit the required Security Deposit for the Work. Also as prescribed in the LOI/Work Order/tender documents, the contractor will have to execute an agreement in stamp paper of the required value as per the proforma prescribed by FACT for the satisfactory performance of the contract. In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI/Work Order/Work to Proceed Notice, the LOI/Work Order issued will be cancelled and the party will be disqualified from bidding for any contract with FACT for a period of Three years from the date of notification.

12. **DISPUTES:**

If the Contractor is not a Central Public Sector Enterprise/Central Government Department: 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. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise

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Departments), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

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

13. The bids shall be valid for a period of number of days mentioned in the NIT from the date of opening of Part-1(Prequalification cum Techno-commercial) Bids, unless otherwise mentioned in the NIT.
14. The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
15. Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
16. Bidder shall clearly indicate the time (number of days) required for mobilisation /commencement of work from the date of Letter of Intent (LOI) / Work Order.
17. Work order shall be issued by Senior Manager, Materials department, FACT LTD, Udyogamandal. The work shall be administered and executed by the Civil Maintenance Dept., FACT CD.
18. Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Medical Dept., FACT (0484 2727566).
For any clarification on this enquiry, the Deputy Manager(Mat)F, Phone No: 0484 2568674, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
19. The bidders are advised to get themselves informed of all the details they require before submitting their bids.
20. FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.
21. For any disparity with the conditions, the ***Special Terms and Conditions*** shall prevail.
22. FRAUD PREVENTION POLICY: Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in
23. Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
24. 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.
25. All tender documents should be signed digitally while uploading in CPP portal. All other documents (PQ documents, financial documents, Compliance statement, Un-priced bid, Deviation statement if any, ANNEXURE, Attachments if any etc.) shall be filled wherever applicable, signed and seal affix and shall be uploaded in CPP portal. Scanned copy of Solvency and EMD are also shall be uploaded in the portal.
26. **PURCHASE PREFERENCE:**
- 26.1 This tender shall be based on MSME order dtd. 23rdMarch 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

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

In case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded 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.

26.2 MAKE IN INDIA

26.2.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

26.2.2 For the purpose of extending purchase preference as in Cl. 26.2.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.


26.2.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in Cl.26.2.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

26.2.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in Cl.26.2.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

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

This tender is not divisible.

Whenever any portion of the “Special Requirements of Contract” or “Notice Inviting Tender” (NIT) is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Special Requirements of Contract” or “Notice Inviting Tender” (NIT) shall prevail. Similarly, whenever any portion of the “Proforma Contract” is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Instructions to Bidders” shall prevail.

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THE 'Original SOLVENCY CERTIFICATE/ Notarised copy of SOLVENCY CERTIFICATE' shall reach the below address before the due date of the technical bid opening. (The envelope should be super scribed with Tender Number and name of work)

**Senior Manager (Mat)-Contracts
Corporate Materials
Petro Chemical Administrative Building,
FACT, Udyogamandal Complex
Udyogamandal, PIN 683501**



Special Terms and Conditions

The Fertilizers and Chemicals Travancore Limited is a multi-divisional Central Public Sector Enterprise (CPSE), and pioneer in the manufacture of Fertilisers and Chemicals, with activities spread over Manufacturing, Engineering Design and Consultancy, Fabrication etc. invites bids for setting up and operating a medical store at FACT premises Cochin Division Ambalamedu for a period of three (03) years on all working days except Sundays and holidays from 08:00 AM to 06:00 PM.

1.0 Scope of the contract:

- 1.1 The contractor shall undertake the premises on “as is where is condition”. The prevailing rental charge is mentioned in para 3 below. Supply of medicines shall be from morning 08:00 AM to evening 6:00 PM. Medicines shall be issued based on prescriptions issued by Company medical officers. The Contractor shall familiarise about the working timing, environment, beneficiaries of the shop prior to submission of bid.
- 1.2 The building no. 155 at Cochin Division Ambalamedu will be allotted on “as is where is condition” on monthly rent basis for running a medical store. Any repair / maintenance / painting, necessary modifications if any for proper storage of medicine can be done at the expense of the contractor without altering the basic structure. Water, electricity and telephone connections shall be provided by FACT. Supply of medicines shall be from morning 08:00 AM to evening 6:00 PM. Medicines shall be issued on credit basis to CHS beneficiaries based on prescriptions issued by Company medical officers. Issue of medicines to general public shall be at contractor’s own responsibility cost and risk. Contractor shall not claim / make FACT as surety for disbursement of medicines to general public.
- 1.3 The contractor shall arrange & will be responsible for all clearances/ formalities including drug license from State Drug Controller for opening the medical store in the allotted space.
- 1.4 The contractor shall engage at least one (01) qualified pharmacist possessing a Diploma or Degree in Pharmacy from a recognized Institute, along with a valid registration certificate from the Pharmacy Council of India or any State Pharmacy Council, including details of renewal and one pharmacy assistant who had passed plus two examinations and with minimum 5 years work experience in assisting the pharmacist. Additionally, the contractor shall be required to obtain a separate license for operating a pharmacy Outlet at FACT premises. The successful contractor should furnish certificate to the effect that there is no case pending under the Drugs & Cosmetic Act 1940 and rules made there under as well as under Drug Price Control order (DPCO) against pharmacist engaged during the last 5 years (self attested copy to be attached).
- 1.5 The medical store should stock routine and life-saving drugs as per National List of Essential medicine (NLEM) (Annexure IX) and Indian Pharmacopoeia from companies having a certificate. Should keep all essential medicines and drugs from reputed manufacturing companies only. The medicines/items being stocked in the pharmacy should have relevant laboratory testing reports as per latest Drugs & Cosmetics Act and Rules, which should be checked by the pharmacy / pharmacist at the time of receiving the supplies and to maintain refrigeration for medicines in cold chain or refrigerator.
- 1.6 The contractor shall have to issue a computer-generated credit sales memo/invoice for sale of medicine mentioning Sl. No., name of the medicine/item supplied, quantity, batch number, lot number, date of manufacturing, date of expiry, MRP, Discount and the percentage discount on MRP and Net amount and other standard details of credit sales memo and in no case any medicines or items will be dispensed by the contractor without a computer generated credit sales memo.
- 2.0 **Period of Contract:** The allotment of shop for running a medical store at FACT – CD, Ambalamedu will be for a period of 3 (three) years from the date of work to proceed notice by Medical Officer(CD).
- 3.0 **Rental charges:** Rent for CD medical store building with no.155 at CD premises is Rs.10/- per sq.ft. The total sq. ft. is 316 and thereby the rent applicable is Rs.3,160/- per month which will remain the same for the contract period of three years. In addition, applicable GST at actuals to be remitted.



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MEDICAL SERVICES
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At present the rent applicable for the existing contractor FACT – CD Employees Co-operative Credit Society is Rs.1/- per month. The same may be retained for this Society or any other Co-operative Credit Society, PSU / State owned pharmacies.

- 3.1 The Contractor, has to pay the monthly rental charges (if applicable) in advance on or before 10th of every month at the Estate Office through VAN. In the event of any default in payment, interest at the rate of 19% per annum will be collected from the beginning of the month. If the default continues beyond a period of 2 months, the contract shall have deemed to be terminated for which no notice will be served on the contractor and FACT will be entitled to recover the rental fee arrears and damages, if any, as per provision of Public Premises (Eviction of Unauthorized Occupants) Act, 1971. The licensor is also entitled to evict the licensee in accordance with the provisions of the said Act at the risk and cost of the licensee.
- 3.2 In case the contractor makes any default in the payment of the tax or any other charges that may be due to FACT - Administration Dept. for consequent 2 months it will be a cause for termination of contract and the Administration shall be at liberty to recover such dues from the said amount of Security Deposit, on forfeiting security deposits on termination of contract. The administration of FACT shall recover the damages if any and the balance if any shall be refunded and proceed to resume possession in the manner stipulated herein. Adjustment of rental charges from the medical store bill payment is not acceptable.
- 4.0 On allotment, an agreement on a Stamp paper worth Rs.200/- is to be executed by the Contractor incorporating all terms and conditions of allotment of shop for FACT – CD detailing the discount percentage of medicines finalised for issue to FACT employees and CISF personnel.
- 5.0 The shops/ stalls / buildings shall be used only for the purpose for which license is granted. Without the written permission of the Licensor, the Licensee shall not do any other business in the premises other than that for which this license has been granted.
- 6.0 The License is not transferable. In the event of any such transfer or sublet or in the event of conducting a business other than the purpose for which it is permitted by the Licensor, the license agreement shall be terminated and the security deposit shall be forfeited.
- 7.0 Eviction etc. from the allotted shops/ stalls / buildings is governed by provisions contained in Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the shop is “Public Premises” as defined in the Act.
- 8.0 The Licensee shall abide by any rules and regulations that the Company from time to time make or adopt for the care, administration and protection of the shop at FACT – CD. The Licensee shall not make any alteration to the existing structure of the shops at FACT – CD in any manner whatsoever without the consent of Estate department. The Licensee shall take proper care of the shop and shall not cause any damage to the same. In the case of any damage to shops/ stalls / buildings, the Licensor is entitled to rectify the same and realize the cost thereof from the Licensee.
- 9.0 The sale/ business by the Licensee shall be within the shops / buildings space allotted to him/her. Use of veranda or any areas other than the usage of allotted area for any purpose without the written consent of Estate department will be sufficient ground for terminating the license.
- 10.0 The Licensor is entitled to terminate the license after giving three months’ notice.
- 11.0 The Licensee shall be responsible for the acts of his/her employees and the Licensee as well as his/her employees shall not violate any of the terms & conditions of this license or any direction of the Licensor. In the case of any such violation, the Licensor shall be entitled to claim for any loss for each such violation and for every day it continues and the Licensor shall also terminate the license without any notice and enter the premises and entrust the same to other agencies at the risk and cost of the Licensee. The Licensee agrees to abide by any such decision of the Licensor.
- 12.0 By virtue of this license, the Licensee shall not be entitled to claim any easement or any other right whatsoever.



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- 13.0 The Licensee shall maintain at all time the highest standard of hygiene in and around the premises. Any committee authorized by the company/ any officer of FACT -Administration Department can enter the premises at any time to ensure the maintenance of a high standard of hygiene by the Licensee who shall abide by the directions given by such committee authorized by the Licensor / any officer of Estate Department in this regard. On the direction of the Chief Medical Officer of the Company/ Govt. Authorities after being satisfied that the premises are maintained in an unhygienic manner so as to affect the health of the public and the health of the residents of FACT Township, the Licensor shall be entitled to terminate the license without any notice or direct the Licensee to close the shops/ buildings and the Licensee is bound to obey such directions.
- 14.0 In the event of any loss resulting to the Licensee on account of theft, fire etc. the Licensor shall not be responsible to the Licensee for the same.
- 15.0 Any amount due from the Licensee to the Licensor/ Company shall be realized from the security deposit and if the same is found not sufficient the balance can be realized from the assets of the Licensee if the Licensee fails to pay the same on demand and the Licensee shall also be personally liable for the same.
- 16.0 The Licensee shall comply with all laws, rules or regulations for conduct of business for which license are granted.
- 17.0 If for any reason the Licensor is put to loss or damage or claim for compensation from anybody due to the non-observance by the Licensee of any law, rules and regulations in the conduct of business for which license is granted or due to neglect or default the Licensee shall be bound to indemnify the Licensor for all such loss or damage.
- 18.0 During the tenure of license, if the Licensee expires, the license will automatically stand cancelled. It may be noted that the license is not inheritable and issue of fresh license to the dependent or any other relatives of the Licensee is entirely at the discretion of the Licensor.
- 19.0 In the case of medical store where Licensor is providing electricity- In the event of any failure of power, the Licensor shall not be responsible to the Licensee for any loss caused to the Licensee. At CD medical store water is also provided at free of cost. - All Electrical consumables like bulbs, tubes etc. are to be replaced by the contractor in case they are damaged/non-functional. The successful bidder shall not be permitted to draw any electrical connections/extensions etc. without obtaining approval from FACT in writing.- There shall be no structural damage to the premises. FACT cannot ensure 24 (hrs) x 7 (days) electricity power supply. The contractor must install their own UPS, if required, to run their storage facilities with due intimation to FACT in writing.
- 20.0 The Licensee is permitted to place only one display Board in the shop and the display board shall be placed in such a manner that it shall not cause any inconvenience to others.
- 21.0 The Licensor has Environmental Management System according to ISO 14001 standard. The Licensee shall ensure that none of their activities cause damage to the environment. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases/chemicals to the atmosphere. The worker employed by the Licensee shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Licensees shall ensure that all waste material/packing boxes from the work site will be removed to the area earmarked for the purpose, immediately after completion of the work.
- 22.0 The contract for setting up and operating the medical store at FACT shall be valid for a period of three years from the date of award. It may be made clear that the said contract period may only be extended by FACT, if the situation warrants, till the finalization of the next tender, if required. However, FACT reserves the right to terminate the contract with three months' notice.
- 23.0 If FACT desires, that it is not necessary to appoint firm/agency for running of Pharmacy in public interest, FACT may not proceed for further tendering on expiry of three years. It is made clear that the notice inviting tender shall not be the precedent for floating of tender in respect of the premises, for all times.
- 24.0 The terms and conditions of the tender and the agreement executed will be binding on the successful bidder. This offer is being issued in accordance with the terms and conditions of FACT/Government of



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India and in the manner specified herein shall operate to create a specific contract between the firm/agency (with whom the contract referred to) on one part and FACT, on the other part.

25.0 The Contractor should enclose a valid self-attested copy of Drug License, PAN number and other valid document regarding the existence and registration of the firm. Also, the Drug license shall always be readily available at the medical Store and there shall not be any complaint from statutory authority on non-availability for which FACT shall not be responsible.

26.0 Category of medicinal items with details are as given below:

Sl.no	Category of items	Weight-age
1	Insulin preparations - all types	17
2	Oral anti-diabetic, anti-Hypertensive, thyroid and anti-thyroid medications, lipid & cholesterol lowering agents, drugs used in coronary ,valvular , electrophysiological or other heart diseases, drugs used in immune mediated kidney diseases and those associated with infections, hypertension and diabetes, drugs used in Neuro and psychiatric disorders including those affecting sympathetic and parasympathetic system.	57
3	Antibiotics, antipyretic, Anti-inflammatory-all preparations /Anti-fungal ,anti -parasitic infestations ,medicine preparations used in gastritis/GERD/ peptic ulcer, anti-histamines, syrups/ solutions/ creams / Ointments/lotions/drugs used in allergy /Asthma / immune modulatory and cytotoxic drugs Eye/Ear drops/ nasal spray/ inhalers, disposables , appliances, Surgicals.	18
4	Vitamins, minerals & Nutritional supportive preparations.	8

27.0 Hospital Information System (HIS) either online or manual /e-Hospital provided by FACT shall be used for billing purpose (as and when Hospital Information System (HIS)/e-Hospital implemented by FACT). However, for inventory management, Contractor shall use their own software. The Licensee shall allow substitution of alternative brands with MRP higher than that of the prescribed medicines only with the approval of Authorised Company Medical Officer.

28.0 The contractor shall dispense the medicines prescribed by the FACT's Company Medical Officer on credit, to FACT's Contributory Health Scheme beneficiaries without delay and not later than two working days starting from the next day of date of prescription, under any circumstances.

29.0 The contractor shall submit a monthly credit sales summary every month and GST returns details without fail to the respective Medical Officer in- charge of the Shop. Before submitting the summary, the bidder must ensure that all credit sales memos have been authorized by the concerned employee or CHS member.

30.0 Certificate to the effect that the Pharmacy will fulfil all the criteria as per Pharmacy Act should be furnished and non-compliance/violation of this provision will automatically invite action as per regulatory authority.

31.0 The medical store should be open from 08:00 AM to 06:00 PM on all working days of FACT except on Sundays and holidays. The medicines/items available at the pharmacy should not be beyond the expiry date.



- 32.0 The Contractor shall ensure provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked, sold, or supplied by the Contractor. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules & laws of the Govt. regarding their sale. There should not be any spurious or misbranded drugs in the medical store.
- 33.0 The stocks available at the medical store should not exceed the MRP declared by the Manufacturer.
- 34.0 The pharmacy will be subjected to inspection by FACT and other authorized officials from time to time.
- 35.0 In the event of failure on the part of the successful bidder to provide adequate service, then, necessary action will be taken by FACT. If there is any complaint against the successful bidder, the successful bidder shall be given an opportunity to furnish an explanation within 7(seven) days. If the explanation is not satisfactory, the appropriate authority reserves the right to termination of contract and the decision of FACT, shall be final and binding on the Contractor.
- 36.0 FACT reserves the right, in future, at any point in time to create additional facilities for the growing requirement of FACT. If required, the Contractor shall be responsible for making available adequately qualified staff in sufficient numbers in the pharmacy as per the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
- 37.0 The Contractor must indemnify that he shall not represent to a third party during the currency of Contract in FACT, as an employee of FACT and issue any identity card indicating any authority of FACT.
- 38.0 Security Deposit is liable to be forfeited if selected medical store.
- Fails to adhere to the terms and conditions of the contract.
 - Supplies any sub-standard, spurious medicines, substituted medicine etc.
 - Non-availability of common medicines/surgical consumables etc.
- 39.0 Indemnity: The bidder shall indemnify FACT against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of his contract and against any loss or damage to FACT in consequence to any action or suit being brought against the Contractor for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the authority of FACT from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The Contractor will pay all indemnities arising from such incidents without any extra cost to FACT and will not hold ACT responsible or obligated. FACT may at its discretion and entirely at the cost of the Contractor defend such suit, either jointly with the Contractor or single in case the latter chooses to defend the case.
- 40.0 Sub-letting of medical store shall lead to termination of the contract.
- 41.0 The Contractor shall have to vacate and handover peacefully the possession of the space given for running the pharmacy in the FACT premises on expiry of the contract period. In any event, if the Contractor intentionally and deliberately refuses to vacate and handover the possession of the premises on time, then the Contractor shall have to pay penalty @ INR 5000.00 (Rupees Five Thousand only) per day till the time the Contractor occupies the pharmacy area in the FACT premises in addition to any other expenses/dues that will be incurred to vacate the premises apart from the performance security being forfeited.
- 42.0 Books of accounts reflecting every day's transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry, store accounts of Drugs and medicines shall be maintained as per approved procedure, which will be subject to inspection by Head of Medical Services or authorized representative of FACT.
- 44.0 On violation of any terms and condition of contract, FACT reserves the right to terminate the contract without assigning any reason on three (03) months' notice.



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- 45.0 Any issue not specially covered by the above shall be referred to the Standard Terms and Conditions will be applicable which shall be final and binding.
- 46.0 Payment terms: The contractor on dispensing medicines to CHS beneficiaries of the company shall submit the credit sales memos authorized by the concerned employee or CHS member, and further processing and forwarding to Finance for payment. Payment will be effected to Contractor within one month of submission of complete credit sales memo along with prescriptions.
- 47.0 Security deposit: Within 15 days of the receipt of the work order, the contractor shall remit security deposit of an amount of Rs.20,000/- towards security for due and faithful performance of the contractor. The security deposit shall be remitted online through 'State Bank Collect' portal using the link given below:

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

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

The bidder shall precisely indicate their Name, Tender/WO number and other relevant details while making the online payment through 'State Bank Collect' and the payment receipt generated thereon shall be submitted to us. Bank Guarantee from a Nationalised/ Scheduled Bank in India, in the prescribed format issued by FACT is also accepted as Security deposit. The security deposit will be released only on completion of the Guarantee/ Maintenance period, provided the contractor has cleared all dues and rectified defects if any.

SD of Rs.20,000/- is applicable to all the bidders and to exempt it for the existing contractor (who is already exempted being FACT – CD Employees Co-operative Credit Society)) and other Co-operative Credit Societies, PSU / State owned pharmacies.

List of documents to be submitted by the prospective bidders: -

Following documents needs to be submitted by the bidders along with their technical bid, failing which their bids will be considered technically non responsive:

Sl. No.	Details of the Document
1.	Self-attested copy of valid licenses for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made there under.
2.	Self-attested copy of GST Registration Certificate.
3.	Self-attested copy of PAN card under the Income Tax Act.
4.	Self-attested copies of audited annual turnover duly certified by Chartered Accountant along with profit and loss account and income and expenditure statement of the firm for the preceding five consecutive Financial Years.
5.	Self-attested copies of latest GST return of the firm for the preceding five consecutive Financial Years (2022-23, 2023-24, 2024 -2025).
6.	Declaration regarding the Bidder must not have been convicted by the State Drugs Authorities and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 as here under as well as under Drug Price Control Order (DPCO) against the firm during last five years.
7.	Self-attested copy of UTR/Proof of Earnest Money Deposit Submission.
8.	Power of attorney, in case an authorized representative has signed the tender.



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9.	Self-attested copy of any one of the following, as the case may be: <ul style="list-style-type: none">• Valid Certificate of Incorporation• Valid Certificate of Registration• Valid Partnership Deed
10.	Undertaking that the Bidders accept all terms & conditions of the tender document.
11.	Work orders along with the value as proof for the work experience.
12.	Authorization letter from manufacturer/s
13.	Undertaking that the bidders are Traders/Sole Agents/Distributors
14.	Undertaking that there is no Vigilance/CBI/FEMA case pending against the firm/contractor / pharmacist / attendants employed by the contractor.
15.	Undertaking that on award of contract, bidder/tenderer shall engage at least 01 (one) qualified Pharmacist with a Diploma/ Degree from a recognized Institute and with registration certificate from Pharmacy council of India/ any State Pharmacy council including renewal details and one pharmacy assistant who had passed plus two examinations and with minimum 5 years work experience in assisting the pharmacist. Separate license for operation of Pharmacy Outlet at FACT shall have to be obtained by the successful bidder.
16.	Self-attested copy of the valid BIS/CDSCO/State Drug Controller/WHO-GMP Certificate.
17.	Duly filled in Information about bidders with signed upon and stamped Tender terms and conditions and Un-priced copy of Price bid.
18.	Undertaking that the bidder has not been deregistered/banned/blacklisted by any Govt. Authorities.
19.	Self-attested copy of No Conviction Certificate from State Drug Controller.
20.	Undertaking that the Pharmacy will fulfil all the criteria as per the Pharmacy Act.
21.	Self-attested copy of the valid ESI/EPF Registration, as applicable
22.	Solvency Certificate for value as indicated in prequalification criteria from a Scheduled Commercial Bank.
23.	Self-attested Copy of proof of identity and proof of residence of the person managing affairs of the firm and authorised person. (Copy of Passport, Aadhaar, Voter ID, Valid DL etc.)
24.	Undertaking/declaration that the bidder does not have any close or direct relationship with any employee of FACT.

AGREEMENT FORMAT

Agreement shall be made on Rs. 200/- Non –Judicial Stamp Paper)

LICENCE AGREEMENT

This Agreement is made and executed on _____ at Ernakulam by and between The Fertilizers and Chemicals Travancore Limited, a Central Public sector Undertaking under the Ministry of Chemicals and Fertilizers, having its Registered Office at Udyogamandal, Kochi-683501 through its Cochin Division, Ambalamedu, Ernakulam -682303 represented by its authorized signatory _____ Chief General Manager, Cochin Division (hereinafter referred to as the Licensor/FACT”, which terms shall unless repugnant to the context mean and include its successors in interest and permitted assigns) of the one part

AND

_____ (hereinafter referred to as the” Licensee”) of the part.

Hereinafter, Licensor and the Licensee are collectively referred to as “Parties” and individually as “Party”.

WHEREAS Licensor having possession and ownership of 21 square meter of the building No.155 situated in survey No.205/37 of Puthencruz village, kunnathunad Taluk, Ernakulam District (hereinafter ‘licensed premises ‘).

And Whereas the licensor and the licensee have mutually agreed, for opening and running “Neethi” Medicals sales counter by the Licensee for a period of 3 years, for which the licensor will be licensing out the said building to the licensee who agreed to offer a discount of _____ from the MRP rates on all medicines, surgical items, disposables etc. and 15 days credit to the employees and dependents of the Licensor.

WHEREAS both the parties desirous of reducing the terms and conditions to the above in writing:

NOW THIS AGREEMENT WITNESSETH AS UNDER

1.That the period of license shall be for a period of 3 years from _____. (hereinafter license period), but subject to clause 12.

2.The licensor will permit the licensee to occupy and use the building and premises along with fittings and fixtures available in the building for a monthly licensee fee of Rs. 3,160/-pm(Rupee Three thousand one hundred and sixty only) to conduct a Neethi Medical Sales Counter. For Co-operative Credit Society, PSU / State owned pharmacies, a monthly licensee fee shall be Rs. 1/-pm.

3.The licensee shall surrender the building and premises at the end of the license period in good and tenantable condition, without any demur of protest. But if the parties mutually agree to continue the license agreement, the agreement can be extended for a further period of six months at the sole description of the licensor on the same terms and conditions.

4. Eviction of the licensee, if found necessary, shall be governed by the provisions of the public premises (Eviction of unauthorized occupants) ACT 1971.

5. The licensee may take a temporary arrangement for the partition of the building for the business purposes, and they will be removed on termination or expiry of the license agreement at the licensee's expenditures. The Licensee shall not make any structural alterations, additions or improvements to the building.

6. The Licensee hereby undertakes that it will not sublet or part with the possession of the building/licensed premises or induct any other occupant in the building.

7. The Licensee undertakes to maintain the building in good and tenantable condition, subject to normal wear and tear and any damage caused by the licensee will be adequately compensated.

8. The Licensor shall pay the building tax.

9. The Licensee will permit the Licensor or his agent to enter the building/licensed premises for inspection or to carry out any repairs necessary, at all reasonable times.

10. The Licensor shall pay the Electricity & Water charges.

11. The Licensee shall give a discount of 10 to 40% on all medicines, surgical items, disposables etc. on credit, to FACT 's Contributory Health Scheme beneficiaries referred by FACT's Medical Officers. The Licensor shall make payment of such bills within 15 days of submission by the Licensee.

12. Either party can terminate this agreement by Giving 3 month's written notice to the other party.

13. The licensee shall obtain all relevant statutory clearances from the respective authorities as may be applicable and required for running the Medical sales counter as per this agreement.

14. The licensee shall indemnify the licensor from any loss/damages/claims/costs/charges incurred by the reason of any activity/negligence/commission/non-observance of any law, rules and regulations by the licensee.

15. Any amendment or modification to this Agreement shall be in writing and signed by the parties.

IN WITNESS WHEREOF the parties hereto have signed this agreement in presence of the witness on this _____ at CGM'S Office, FACT Cochin Division, Ambalamedu, Ernakulam.

Licensor : _____ Chief General Manager,

FACT COCHIN DIVISION, AMBALAMEDU, ERNAKULAM – 682303

Witness :

Licensee : _____

Witness :



Job: Operating a medical store at FACT Cochin Division, Ambalamedu

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GENERAL CONDITIONS OF CONTRACT

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1. CONTRACTOR TO INFORM HIMSELF

1.1 The Contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage. Additional information may be collected from the Plant Manager / Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, Schedules, drawings, Special Conditions and all other attachments. PAN No _____ & GST No _____ (To be indicated by the Tenderer)

2. RATES

2.1 The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required. The rates shall be firm till the completion of the work including extended period, if any, and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

3. ISSUE OF MATERIALS BY COMPANY (FACT)

- 3.1 Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.
- 3.2 Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.
- 3.3 The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, such amount will be recovered from Contractor/s bill as per book value or market rate whichever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.
- 3.4 Site shall be cleared on completion of the job and clearance shall be obtained from the site-in-charge of the work/concerned departments.
- 3.5 In case the Company provides covered space in connection with the work, the contractor shall vacate and hand over the premises to the authorities immediately after the completion of the work in the same condition in which it was taken over.

4. DELETED

5. TIME OF COMPLETION AND COMPENSATION FOR DELAY:

5.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different

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areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.

- 5.2 Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor

6. PAYMENTS:

- 6.1 Payments shall be as mentioned in Special conditions.
- 6.2 Final Contract Price will be paid after completion of work in all respects and taking over by COMPANY(FACT), clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, income Tax, any other amount due to COMPANY(FACT) etc.
- 6.3 Payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B.

7. GST

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

I. FACT's Provisional ID in the state of Kerala is 32AAACT6204C1Z2.

II. The supplier/contractor shall confirm the following:

- Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
- Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.

III. GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of:-

- The outward supply details & the monthly return on GSTN portal by the

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Supplier/contractor and

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

IV. 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

V. 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.

8. EXTRA ITEMS

8.1 If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Plant Manager / Engineer-in-Charge. The rates for such items will be worked out in the following manner:

- i) Derived from similar items in the Contract.
- ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or
- iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus 10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Plant Manager / Engineer-in-Charge as and when such expenditure occurred.

9. SAFETY AND SECURITY

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

10. TERMS OF ENGAGING LABOUR:

10.1 CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.

10.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws

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shall be provided promptly.

- 10.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- 10.4 Tenderers shall submit the Registration certificate with Labour Dept/ PF / ESIC if available. If the tenderer is not registered under ESI/PF Act; tenderer shall submit PF/ESI Registration Certificate before commencement of the work. Failure to produce the original certificates at the stage of starting the work, would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.
- 10.5 The Contractor shall obtain valid registration under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. The Contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective Acts. Copies of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. It is also made clear that 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 due to non-compliance on the part of the Contractor of these Acts, such expenditure/loss shall be realized/recovered from the Contractor.
- 10.6 CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 10.7 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 10.8 Contractor MAY HAVE ACCESS TO OWNER / OWNER'S qualified first-aid

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personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.

- 10.9 The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- 10.10 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.
- 10.11 The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- 10.12 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- 10.13 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- 10.14 The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.
- Copy of Age proof
 - Police clearance certificate
 - Copy of bank pass book
 - Copy of Aadhar
 - Two copies of passport size photographs
 - Duly filled application for ESI & PF enrolment.

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- 10.15 The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.
- 10.16 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- 10.17 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- 10.18 The contractor shall maintain the safety practice during the applicable works, shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

11. TECHNICAL SUPERVISOR:

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

GST is applicable as per GST Act of Government of India

12. ARBITRATION/DISPUTES:

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

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12.2 For contracts other than (12.1) above:
 If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH. Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

13. EMERGENCY

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

14. DAMAGES

- 14.1 The Contractor shall take care to see that none of the existing structures, fittings, other contractor’s properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.
- 14.2 All scrap materials shall be transported to Material Conservation yard after weighing.
- 14.3 During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

15. TEST EQUIPMENTS

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

16. ENVIRONMENT MANAGEMENT:

16.1 We are a company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

17. AGREEMENT:

- 17.1 For contracts amounting to Rs.3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.
- 17.2 The company will not be responsible for payment of any compensation or idle wages

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for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

18. FRAUD PREVENTION POLICY:

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

19. SUB LETTING:

19.1 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of COMPANY (FACT). In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to COMPANY (FACT) for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or subcontracted perform the portion of WORK so sub-let or subcontracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

20. SUSPENSION AND TERMINATION

20.1 In the event FACT is unable or unwilling to complete or is compelled to postpone its activities relating to PROJECT at any stage during the currency of CONTRACT, FACT may either suspend or terminate CONTRACT by giving CONTRACTOR thirty (30) days notice.

20.2 If CONTRACTOR shall fail or neglect to execute work with all due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by FACT in connection with work or shall otherwise commit breach of any of the provisions of CONTRACT, FACT may give CONTRACTOR notice in writing requiring to make good such failure, neglect or breach. Should CONTRACTOR fail to comply with the notice within the time specified therein, then FACT shall, without prejudice to other rights of FACT under CONTRACT, be at liberty to have such WORK or portion of WORK as CONTRACTOR has failed or neglected to execute, executed directly or through any other agency FACT deems fit at the risk and cost of CONTRACTOR; and FACT shall have the free use of all of CONTRACTOR'S equipment, materials and other things for the time being available at SITE for getting the WORK completed in the above- said manner to the exclusion of any right of CONTRACTOR for fair wear and tear thereof.

FACT shall further be entitled to apply the proceeds of such equipment and unused materials of CONTRACTOR and any balance amount that may be due to CONTRACTOR for WORK actually executed towards any claims on FACT from third parties in consequence of failure, neglect, refusal or contravention by CONTRACTOR and / or towards any expense that FACT might have incurred in getting the WORK completed in the above -said manner, in excess of what FACT would have had to pay CONTRACTOR as per CONTRACT.

20.3 If CONTRACTOR shall become bankrupt or insolvent or have a receiving order made against him or shall compound with his creditors or shall commence to be wound up

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otherwise than for the purpose of reconstruction or shall carry on its business under a Receiver for the benefit of its creditors, FACT may at its sole discretion either;

- a) Terminate CONTRACT forthwith by notice in writing to CONTRACTOR or the Receiver or the Liquidator or to any other person in whom the CONTRACT may become rested and have the remaining WORK executed at the risk and cost of CONTRACTOR in the same manner as specified in Article-20.2 above, or
- b) Give such Receiver, Liquidator or other person as aforesaid the option of carrying out the CONTRACT subject to his providing security for the due and faithful performance of CONTRACT up to such amount as may be mutually agreed upon.

20.4 In the event of suspension of CONTRACT vide Article-20.1 above, immediately on receipt of notice therefore from FACT, CONTRACTOR shall suspend all activities at SITE except those essentially to be carried out to safe-guard and secure WORK for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign CONTRACTOR'S workmen except those essentially required at SITE such as for security of CONTRACTOR'S equipments and materials. CONTRACTOR shall re-mobilise its workmen and re-commence WORK within fifteen (15) days of receipt of notice from FACT requiring CONTRACTOR to do so. All costs reasonably incurred by CONTRACTOR in connection with temporarily winding up WORK, maintenance of SITE during period of suspension and remobilisation on withdrawal of suspension order shall be paid by FACT in addition to Contract Price specified herein, and the amount of such additional sum shall be mutually agreed to between the parties base on detailed information provided by CONTRACTOR. CONTRACTOR shall further be entitled for extension of time- schedule corresponding to the period of suspension including permitted period for re-mobilisation.

20.5 In the event of termination of CONTRACT vide Article-20.1 above, immediately on receipt of notice therefore from FACT, CONTRACTOR shall take all steps for winding up work such as cancellation of any pending orders and termination of any sub-contracts that CONTRACTOR might have entered into with others in connection with WORK, safe-guarding and securing of any WORK in progress in a safe manner, disbanding of workmen, removal of temporary construction made by CONTRACTOR at SITE and return of all EQUIPMENT, special tools, un-used materials and documents that FACT has supplied to CONTRACTOR. FACT shall pay CONTRACTOR for the portion of WORK executed till such termination less amounts already paid, together with any reasonable cost necessarily incurred by CONTRACTOR pursuant to such termination as may be mutually agreed upon between the parties hereto based on detailed information provided by CONTRACTOR. CONTRACTOR shall not be entitled for any payment in respect of the portion of WORK left unexecuted.

20.6 Upon termination of CONTRACT for any reason, obligations of the parties hereto shall cease except for the liabilities of either party to the other in respect of obligations that accrued prior to, the date of such termination.

OTHER TERMS AND CONDITIONS: In case of any contradiction between Technical Terms & Conditions of the Contract and General Conditions of Contract or any other terms and conditions anywhere, the ***Special Conditions*** shall prevail.

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BANK GUARANTEE FORMAT

Tender no. 04051/2026-
2027/E33515

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(TO BE OBTAINED FROM A NATIONALISED BANK/SCHEDULED BANK IN Rs.500 STAMP PAPER)

SECURITY DEPOSIT

The Fertilisers And Chemicals Travancore Ltd.
FACT Udyogamandal Division

WHEREAS Fertilisers And Chemicals Travancore Ltd., Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Work Order No..... datedwith M/s..... (hereinafter called the Contractor), for the..... work.....and whereas it is one of the conditions of the said work order that the Contractor shall either remit a Sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs.....(Rupees..... only) as Security Deposit for the due fulfillment 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 if any of the terms and conditions contained in the said Work Order.

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

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating there to 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 thereunder 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 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 forbear from enforcing any of the terms and conditions governing the said Contract or Securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties, but for the 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 I forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained herein before, 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 or submit to the Bank addressed as aforesaid or any local branch of the bank in Ernakulam District, Kerala State 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 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 this matter.

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

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

Dated this..... day of.....

Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the
Branch issuing this
guarantee:

(BANK SEAL)

FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)

VENDOR DATA FORM (FOR FACT NEW VENDORS)

Sl. No.	Description	To be filled in by Vendor
	Company Profile	
1	Name of Vendor	
2	Name and address of Chief Executive	
3	Address:	a: Regd. Office
		b: Factory
4	PIN Code	
5	Telephone Nos	
6	Tele Tax Nos	
7	E mail ID	
8	Contact Person	
9	Details of Local Office/ Representatives/ Liaison Agents	
10	PAN No	
11	GST Registration No.	
12	Bank Details (Payment will be made through RTGS. Please Upload the Format verified by Bank along with a cancelled Cheque)	

(New Vendors please return this format duly filled along with Part-I: Technical Bid of the offer)

Master Data required for Online Payments
(RTGS / NEFT / Fund Transfer)

To,

The Deputy General Manager (Finance)
The Fertilizers and Chemicals Travancore LTD
Udyogamandal
Kerala

1	Vendor Code, Vender Name	To be filled by FACT
2	Income Tax PAN No	
3	Name of the Bank	
4	Address of bank branch	
5	City & State	
6	IFS Code of the bank branch	
7	Name of the bank branch	
8	Bank Account No.	
9	Account Holder's Name	
10	Email address	

For Name

Signature & Seal

Verification by the Bank

We hereby certify that all the above particulars relating to Bank Account are verified and found to be correct as per the records of the bank.

Signature and Seal of the Authorized signatory of the bank.

UNPRICED BID

Please do not fill in Rates in this Bid format. Kindly put a tick mark against "Quoted/Not Quoted" in the column provided.

Dear Sir,

Sub: Operating a medical store at FACT Cochin Division, Ambalamedu

Ref: Tender no. 04051/2026-2027/E33515

<u>UNPRICED BID</u>		
Sl. No	Description	Discount offered in %
1	Antibiotics , antipyretic, Anti-inflammatory -all preparations/Anti-fungal , anti-parasitic infestations, medicine preparations used in gastrics/GERD/peptic ulcer , antihistamines, syrups/ solutions/ creams/ Ointments/ lotions/ drugs used in allergy/ Asthma/ immune modulatory and cytotoxic drugs Eye/ Ear drops/ nasal spray / inhalers, disposables, appliances , Surgicals. Remarks : Weightage : 18 %	Quoted/Not Quoted
2	Oral Anti- diabetic , anti- Hypertensive, thyroid and anti-thyroid medications, lipid and cholesterol lowering agents , drugs used in coronary , valvular, electrophysiological or other heart diseases , drugs used in immune mediated kidney diseases and those associated with infections , hyper tension and diabetics, drugs used in Neuro and psychiatric disorders including those affecting sympathetic and parasympathetic system. Remarks : Weightage : 57 %	Quoted/Not Quoted
3	Insulin Preperation - All types Remarks : Weightage : 17 %	Quoted/Not Quoted
4	Vitamins , minerals & Nutritional supportive Preparations. Remarks : Weightage : 8 %	Quoted/Not Quoted

Place:

Signature

Date:



COMPLIANCE STATEMENT

Tender No.
04051/2026-2027/E33515

Name of Work:- Operating a medical store at FACT Cochin Division, Ambalamedu

We state that our offer against Enquiry No. **04051/2026-2027/E33515** is in full compliance with the documents issued against the enquiry, without any deviations and we have read and understood the Instructions to Bidders, Terms and Conditions of Contract, and General conditions attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)