दि फर्टिलाइज़र्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड

(भारत सरकार का उद्यम)

फेक्ट-पीडी प्रशासनिक भवन, उद्योगमंडल- **683501,** कोच्ची, केरला

ई-मेल : soumya@factltd.com/ amrutha@factltd.com, वेबसाइट: www.fact.co.in

फोन: 0484 – 2568123 / 2568122

ई - निविदा आमंत्रण सूचना

सी पी पी पोर्टल **www.eprocure.gov.in** के माध्यम से निम्नलिखित कार्य के लिए ऑनलाइन प्रतिस्पर्धी दो बोली निविदाएं आमंत्रित की जाती हैं। पूरी बोली प्रक्रिया केवल ऑनलाइन (ई-टेंडरिंग) होगी। सभी अधिसूचनाएं, समय विस्तार, शुद्धिपत्र, परिशिष्ट आदि, यदि कोई हो, तो इस निविदा के संबंध में सी पी पी पोर्टल और फेक्ट वेबसाइट में होस्ट किया जाएगा।

कार्य:- कोच्चि के अंबलामेडु स्थित फेक्ट कोचीन संभाग में रेलवे साइडिंग का अनुरक्षण।

निविदा सं. 04031/2026-2027/E34321

ई-निविदा आई डी : 2026_FACT_930699_1

बोलियां जमा करने की अंतिम तिथि और समय **: 06.11.2026** को **11.00** बजे।

(ह)

वरिष्ठ प्रबंधक (सामग्री)सं

दिनांक: 16.10.2026

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
(A Government of India Enterprise)
FACT-PD ADMINISTRATIVE BUILDING, UDYOGAMANDAL- 683501, KOCHI, KERALA
E-mail: soumya@factltd.com / amrutha@factltd.com , Website: www.fact.co.in
Phone: 0484 – 2568123 / 2568122

NOTICE INVITING e-TENDER

Online competitive two bid tenders are invited for the following work through CPP portal www.eprocure.gov.in. The complete bidding process will be online (e-tendering) only. All the notifications, Time extension, Corrigendum, Addendum etc. if any, regarding this tenders hereafter will be hosted in the CPP Portal and FACT website.

Work:- Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

Tender No : 04031/2026-2027/E34321
e-tender ID : 2026_FACT_930699_1

Last date & time for submission of bids: 06.11.2026 at 11.00 Hrs.

Date: 16.10.2026

sd/-
SM(Mat)C

FACT
प्रगति के पथप्रदर्शक
PIONEERS IN PROGRESS

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स ट्रावनकोर 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	: 04031/2026-2027/E34321
2. Name of Work	: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi
3. Nature of Contract	: Item rate
4. Earnest Money Deposit	: Rs.25,000 /-
6. Validity of Tender	: 6 Months
7. Period of Contract	: 12 Months
8. Document Fee	: Nil.
9. Last Date & time to upload of e-Tender	: 06.11.2026, 11:00:00 Hrs
10. Date, Time and Opening of Technical Bid	: 07.11.2026, 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. 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. Contact details:

Tender details	e-Tender Helpline
Phone: 0484-2568123, 0484-2568122 Email:soumya@factltd.com, amrutha@factltd.com	Name: Mr. Ajino Anandh Phone: 0484-2568374/9497334230 Email: ajinoanandh@gmail.com

Date: 16.10.2026

Signature:

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

PRE-QUALIFICATION CRITERIA

Name of work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

Tender No: 04031/2026-2027/E34321

Following will be the qualification criteria for this work:-

Technical Criteria:

1. The Bidder should have previous experience and having successfully completed similar work for the amount mentioned below during the last 7 years* ending on the date of enquiry. It should be confirmed with any of the following:

    a) Three similar completed works costing not less than **₹ 9.00 lakh** each

    OR

    b) Two similar completed works costing not less than **₹ 11.00 lakh** each

    OR

    c) One similar completed work costing not less than **₹ 18.00 lakh**

    Similar works means experience in Civil construction/ Renovation/ Maintenance works works carried out in buildings/ godowns/ railway platforms for the amount mentioned above in any Government/ Quasi government/ Public sector undertakings/ Public limited companies/ Private limited companies.

    Bidder shall submit copies of relevant Work order(s) with schedule of work & completed value of work and proof of completion (Tax invoice/ Completion certificate issued by the client) to prove the above pre-qualification criteria**.**

    If the bidder is providing any subcontract document for prequalification, the completion certificate should be endorsed by the primary customer/client.

    *The commencement and completion date shall be during the last 7 years ending on enquiry date.

    If the supporting documents for Pre- Qualification criteria are of work completed in any of the division of FACT, only the Work Order number and final completed date and value need to be mentioned.

    FACT shall be at liberty to verify the above data with clients of the bidder.

Financial Criteria:

1. The bidder shall have an Average Annual Turnover of minimum **Rs.7 Lakh** during the last three years ending 31/03/2026. Copies of Balance Sheet and Profit & Loss Accounts audited by a practicing Chartered Accountant/ Certificate of Turnover issued by a Practicing Chartered Accountant/ Copy of Income tax returns filed by the bidder, shall be submitted as proof. If the audited financial statements for financial year 2025-2026 is not available, then average turnover of last three years ending on 31/03/2025 shall be considered for evaluation.

Note:

a) All Pre-qualification documents shall be submitted online in COVER-1 and shall be complete in all respects, failing which the offer is liable to be rejected.

The originals of the documents should be produced at the time of evaluation, if asked for.

b) FACT reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FACT also reserves the right to ask for any other documents in case considered essential in support of any of the PQ criteria or on the document submitted. If the data/credentials furnished are found to be incorrect, FACT further reserve the right to reject the particular tender.

c) FACT also reserves the right to reject any tender submitted by a party if it comes to know suo moto of any adverse reports on the certified claim submitted by the tenderer.

d) The technical bids of the bidders not meeting the pre-qualification criteria will not be processed further and will stand rejected.

Note for micro & small enterprises and startups: Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups without any relaxation.

INSTRUCTIONS TO BIDDERS

1.0 The bidder shall study carefully the Pre-Qualification criteria, Scope of work and Special requirements of the contract, Technical specifications, Instructions to Bidders, Proforma contract with schedules 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 Udyogamandal, 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 his rates for the work only 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.

4.0 **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 rate, GST Provisional Number and the SAC Code, 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:** Bidders shall quote for all items of work in the Price Bid in excel Format. Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all items of work quoted by the bidder in the Price Bid Format including plates, tubes, structural, pipes and fitting etc. The combined total value as above shall be computed based on the rates quoted by the Bidder against each item and the corresponding quantities indicated.

8.1 The following conditions shall be considered in the evaluation of quotations:

a) Agreement with terms and conditions and schedules of Tender document;
b) Pre-qualification criteria
c) 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 tendered amount 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.**

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:

a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
b) 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 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 **EARNEST MONEY DEPOSIT:**

10.1 EMD shall be remitted online through 'State Bank Collect' portal using the link given below:

https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)%2FSD%20Remittance

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

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through 'State Bank Collect' and the payment receipt generated shall be uploaded along with the tender document.

10.2 If the above link becomes inactive, EMD remittance may be facilitated via RTGS/NEFT. In such cases UTR No./ scanned copy of the payment receipt may be submitted along with the Part-A of the bid. Details of Bank A/c for remittance of EMD are given below:

Account Type	:	Cash Credit
Account No	:	57017844467
IFS CODE	:	SBIN0070158
Name of Bank	:	State Bank of India
Branch	:	Udyogamandal
District	:	Ernakulam
State	:	Kerala.

10.3 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts./ firms, public sector units, Micro and Small Enterprise units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid). Also EMD is exempted for government departments/PSUs /Khadi board/ registered labour contract cooperative societies, etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

10.4 No interest shall be paid on EMD.

10.5 If any bidder retracts from or revises his bid during its validity period or fails to submit

Security Deposit and execute the required Agreement if the contract is awarded or fails to commence execution of the work on the stipulated date, the EMD/SD furnished shall be liable to be forfeited without prejudice to FACT's right to claim damages.

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

10.7 On the successful tenderer entering into an agreement and providing the Performance Bond, the EMD will be released. EMD of unsuccessful bidders will be returned after acceptance of a tender is finally settled.

10.8 Declaration of Udyam no on CPPP is mandatory; failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

10.9 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. 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.

12. The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.

13. Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.

14. 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.

15. Work order shall be issued by Senior Manager, Materials department, FACT LTD, Udyogamandal. The work shall be administered and executed by the Civil Dept, FACT-CD.

16. Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Senior Manager (Civil)CD (0484 – 2723233).

    For any clarification on this enquiry, the Senior Officer, Phone No: 0484 2568122, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.

17. The bidders are advised to get themselves informed of all the details they require before submitting their bids.

18. For any disparity with the conditions, the **SCH-Q1** shall prevail.

19. 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.

20. 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.

21. 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.

22. **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.

23. **PURCHASE PREFERENCE:**

23.1 Being a WORKS CONTRACT, purchase preference as per 'MSE PP Policy-2012' is not applicable for this job.

23.2. MAKE IN INDIA

23.2.1 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 Dept. of Fertilisers, Govt. of India.

23.2.2 For the purpose of extending purchase preference as in Cl. 23.2.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

23.2.3 When supply/ service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in Cl.23.2.2 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.

23.2.4 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.23.2.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

23.2.5 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 Requirement of the 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 Requirement of the 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.

~~**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

Senior Manager (Mat)-C

JOB: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

Ref: Tender No: 04031/2026-2027/E34321

Sir,

Having examined the tender documents for the above named works including Special requirements of the contract, Pre-qualification criteria, Instructions to Bidders and Proforma Contract along with Schedules, we the undersigned offer to carry out the above named works in accordance with the terms and conditions set forth in this tender comprising the following documents:

1. Conditions of Tender and Instructions to Bidders, Special requirements of the contract
2. Data furnished as per Attachment - II A to C
3. Proforma Contract along with Schedules
4. Selected deviations if any (Compliance Statement), Vendor Data Form and Master Data (for new vendors).

Until such time a contract is executed, this tender together with any later or amended tender as may be requested by you, correspondence in writing between the parties and any minutes of discussions shall constitute a binding contract between us.

Signature of Tenderer : .....

Name & Position : .....

Name & address of Contractor : .....
.....

Place & Date : .....

WITNESS:

Name : .....

Position : .....

Address : .....

NAME OF WORK: **Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.**

1. Following certificates to be uploaded online in original/ self-attested:

i. **Documents mentioned in the PQ Criteria.**

ii. ~~**Solvency Certificate** (original or copy duly attested by a Notary) **of minimum Rs.XX Lakhs** from a Nationalised/ Scheduled bank dated after the enquiry date indicating amount to which the tenderer is solvent, to prove the Financial Capability to carry out the Work tendered for. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.~~

iii. **Audited Balance Sheet and Profit-Loss statements** for the last three years ending 31st March, 2026 including Profit & Loss account, Schedules, Notes on accounts, Auditors report, Directors report etc. If the audited financial statements for financial year 2025-2026 is not available, then average turnover of last three years ending on 31/03/2025 shall be considered for evaluation.

iv. **GST Registration Certificate, PAN card.**

2. Attach copies of **Work Order with Schedule of Items of work** as proof of similar work experience.
3. Tenderer shall give **INFORMATION OF SIMILAR WORKS** done during the past seven years for satisfying **PQ Criteria** with name of work, brief scope of work, initial & final contract value and work completion period.
4. Tenderer shall give details of his **PRESENT COMMITMENTS** with details of work, initial contract value, period of completion, name of client, expected date of completion, percentage progress etc.
5. Tenderer shall submit the details of **CONSTRUCTION PLANT AND EQUIPMENT** available with him for using in this work.
6. Tenderer shall attach his proposed **SITE ORGANIZATION CHART** in **"FAMILY TREE"** form, showing the number and grades of field supervisory, administrative and craft personnel to be employed in the works.
7. Tenderer shall attach resumes of all proposed **KEY PERSONNEL** of his organization to be associated with the work, detailing their qualifications and experience over the past 10 years.
8. Detailed programme of work in **PERT or BAR CHART form or a Statement** form with respect to **FACT'S requirement** high-lighting all important milestones to accomplish satisfactory completion of WORK within the stipulated completion period.

NAME OF WORK: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

DETAILS REGARDING INPUT TAX

1. Whether GST is applicable for this work – Yes/No
2. If Yes, bidder is requested to quote the GST extra as applicable.
3. If No, GST exemption certificate for a declaration that service is outside the preview of GST is attached - Yes/No

Note:

1. Strike off whichever is not applicable
2. GST % shall be entered in the respective field in **BOQ.**

Name of work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

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ARTICLE-1 DEFINITIONS

The following expressions shall have the meanings specified against the respective item, wherever used in this document, unless repugnant to the context and meaning thereof.

1.1 CONTRACT means this Agreement including the Articles, Schedules, Annexes and Appendices as listed in the List of Titles forming part hereof and any written amendments thereto executed by authorized signatories on behalf of the parties hereto.

1.2 'DATE OF CONTRACT' means the Date on which CONTRACT is signed by either party after signature by the other

1.3 'WORK' means all duties, responsibilities and obligations to be discharged by CONTRACTOR pursuant to CONTRACT.

1.4 'EQUIPMENT' means any item of plant and machinery, equipment accessory or thing supplied by FACT to be erected /installed by CONTRACTOR.

1.5 'PROJECT' means the facility being set up by OWNER as per details and location in SCHEDULE-D.

1.6 'SITE' means the land in possession of OWNER where PROJECT is being set up and WORK is to be performed by CONTRACTOR.

1.7 'INITIAL CONTRACT PRICE' means the value of WORK contracted initially as per SCHEDULE- F and excluding value of EQUIPMENT, services and any material provide by FACT free of cost to CONTRACTOR.

1.8 'CONTRACT PRICE' means the aggregate sum payable by FACT to CONTRACTOR for work performed as per CONTRACT but excluding value of EQUIPMENT, services and any material provided by FACT free of cost to CONTRACTOR.

1.9 'FACT REPRESENTATIVE' shall have same meaning as defined in Article-6,1 hereof.

1.10 'ENGINEER-IN-CHARGE' shall have same meaning as defined in Article -6.2 hereof.

1.11 CONTRACTOR'S REPRESENTATIVE' shall have the same meaning as defined in Article-7 hereof.

1.12 'ZERO DATE' means the date on which CONTRACTOR'S responsibilities for time-schedule commences as defined in Article -4.1.

ARTICLE-2 PERFORMANCE BOND

2.1 Within fifteen (15) days of the ZERO DATE, CONTRACTOR shall provide FACT with a Bank Guarantee as per Proforma given in SCHEDULE-L hereof, from a Nationalized Bank/ Scheduled Bank in India for a sum calculated at ten percentage **(10 %)** of the initial Contract Price, towards security for due and faithful performance of CONTRACTOR. The Bank Guarantee shall be kept valid until all obligations of CONTRACTOR including the warranties vide Article-30 are fulfilled and a discharge certificate is issued by FACT.

2.2 However, in case the amount of Performance Bond is less than Rs. 5,000- CONTRACTOR shall remit the amount online through 'State Bank Collect' portal using the link given below:

https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)%2FSD%20Remittance

for a sum calculated at **10% of** the initial Contract Price in lieu of the Bank Guarantee referred to in Article - 2.1 within 15 days of ZERO DATE. No interest is payable by FACT to CONTRACTOR for such depositsNo interest is payable by FACT to CONTRACTOR for such deposits

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

ARTICLE-3 SCOPE OF SERVICES

3.1. CONTRACTOR shall carry out WORK as described in detail in SCHEDULE - A - Schedule of Work, all in conformity with the drawings, specifications, codes, standards and instructions provided by FACT from time to time or specified herein as applicable.

3.2. CONTRACTOR'S responsibility includes preparation of any detailed working drawings, cutting diagrams, fabrication drawings and / or such other technical documentation as may be necessary to elaborate the information provided by FACT in the manner described in Article - 5.4 hereof.

3.3. CONTRACTOR shall also purchase and provide for use in carrying out WORK, pre-fabricated or otherwise, such items of materials and supplies as are required for carrying out WORK in addition to EQUIPMENT and materials directly provided by FACT

3.4. The quantities indicated in SCHEDULE - A and / or Schedule - F are only approximate and CONTRACTOR shall carry out all items of WORK in required quantities as per drawings and specifications provided by FACT subject to provisions of Article -15 hereof.

3.5. Work shall be executed with all due diligence, in the manner specified herein, to the satisfaction of FACT-REPRESENTATIVE within the time schedule agreed to herein for the respective item. CONTRACTOR shall post at SITE appropriate number of qualified and competent supervisory staff for day-to day supervision of work.

3.6. Workmen engaged by CONTRACTOR shall be qualified, experienced and competent for the respective item of works and will be subject to craft-test prescribed by ENGINEER - IN -CHARGE. Where necessary, supervisors and workmen engaged by CONTRACTOR shall hold licences / permits for carrying out the respective work.

3.7. CONTRACTOR further undertakes to co-operate with FACT as well as other Contractors appointed by FACT and operating at SITE and agrees to freely exchange technical information as may be reasonably asked for by FACT

ARTICLE-4 TIME-SCHEDULE

4.1. CONTRACTOR shall carry out work in a phased manner and hand over the respective items to FACT after carrying out such tests as are prescribed herein within the programme given in SCHEDULE B - PROGRAMME OF WORK. The responsibilities of CONTRACTOR in respect of programme vide SCHEDULE - B will be effective from the date on which Letter of Intent has been issued by FACT and indicated as 'ZERO DATE' in the said SCHEDULE - B, provided that FACT gives CONTRACTOR, any mobilisation advance if agreed to herein within 15 days of receipt from CONTRACTOR the related invoice along with the Performance Bond vide Article - 2 hereof and the Bank Guarantee towards Security for such advance payment vide Article -14 hereof both in the prescribed Proforma.

4.2. Time is the essence of CONTRACT and CONTRACTOR understands the necessity of achieving the stage-wise targets in the specified sequence as set-forth in SCHEDULE - B and hereby undertakes to mobilise the required resources and exercise due diligence to adhere to them. During the implementation of CONTRACT, FACT may issue to CONTRACTOR, where applicable, instructions/ requirements in respect of priorities and sequence in the overall interest of the PROJECT and CONTRACTOR shall fully co-operate with FACT in following these instructions and submit to FACT detailed working programmes for achievement of these, which shall be reviewed and approved by ENGINEER - IN - CHARGE.

4.3. Within 30 days of ZERO DATE, CONTRACTOR shall give to FACT in triplicate a detailed programme for assembling materials, submission of fabrication drawing/cutting diagrams, etc. mobilisation of Construction Equipment, Tools and Tackles, mobilisation of skilled and unskilled labour in various categories / disciplines at various phases of work, pre-fabrication in shop, pre-fabrication at SITE, assignment of supervisory personnel and such other activities, matching with the Programme of work vide SCHEDULE - B. In the event FACT is not satisfied that the programme proposed by contractor is adequate to meet targets set forth in SCHEDULE-B, CONTRACTOR shall modify the programme suitably to the satisfaction of FACT and carry out the activities accordingly.

4.4 CONTRACTOR recognizes possibility of inclement weather conditions at SITE and agrees to take all reasonable precautions and measures necessary to permit execution of WORK as per agreed programme despite such adverse conditions and CONTRACTOR shall not be entitled for any additional payment what so ever, on this account.

4.5. CONTRACTOR shall not be entitled for extension of time - schedule for any reason whatsoever except as provided in Articles -15.7,32.2 and 40.3 hereof.

ARTICLE-5 TECHNICAL DOCUMENTS

5.1. The Technical Documents enclosed as part of SCHEDULE - C hereof are, unless otherwise specified, preliminary and typical and are intended only to generally represent the nature of WORK to be executed. FACT will be issuing to CONTRACTOR, from time to time, final and more detailed drawings and documents as are listed in SCHEDULE-C as also new drawings whenever necessary to depict the scope of work. CONTRACTOR shall execute WORK only based on documents bearing the stamp" GOOD FOR CONSTRUCTION".

5.3 Documents once issued by FACT for construction may subsequently be revised without prejudice to Article -15 hereof; and as soon as the revised issues are received CONTRACTOR shall withdraw the previous issue from the field and return to FACT for cancellation.

5.4 CONTRACTOR shall carryout the WORK in strict conformity with the drawings, specifications and such other documents and instructions provided by FACT and standards and codes of practice prescribed by FACT for the respective items of WORK. Where FACT's own standards are referred to, the same will be provided by FACT; but where other published standards/codes of practice are prescribed, CONTRACTOR shall make own arrangements to be equipped with copies of such documents for use in execution of WORK and failure to do so shall be deemed negligence in performance of CONTRACT. In the event of any conflict or contradiction between any two or more of the documents provided by FACT or between such documents and the prescribed codes/standards, CONTRACTOR shall bring the same to the attention of ENGINEER - IN CHARGE as soon as it is noticed by CONTRACTOR; and the decision of the ENGINEER - IN CHARGE shall be followed.

5.5 Wherever necessary CONTRACTOR shall prepare detailed working drawings, cutting diagrams, fabrication drawings and/ or such other technical documents all in conformity with Technical Information provided by FACT and as may be necessary for execution of WORK and submit same to FACT in required number of copies well in advance in commencement of related WORK. FACT shall return one copy to CONTRACTOR with comments, if any, within Ten (10) working days of receipt from CONTRACTOR and CONTRACTOR shall execute WORK only based on documents reviewed / approved by FACT. However, CONTRACTOR is solely responsible to ensure that WORK is executed as per designs, drawings, specifications and other technical information provided by FACT and review /comments by FACT in the aforesaid manner of CONTRACTOR'S ACTOR'S documents shall not absolve CONTRACTOR of his responsibility

5.6 Installation of special items of EQUIPMENT shall be taken up only after thorough study of Manufacturer's instructions for handling, assembly and installation, detailed circuit diagram, etc. as may be applicable as per SCHEDULE - A and where such information is not received CONTRACTOR shall ask for the same.

ARTICLE-6 FACT's REPRESENTATIVE

6.1 All obligations under CONTRACT shall, unless otherwise specifically mentioned, be carried out through Engineer-in-charge. The Engineer-in-charge at SITE shall be FACT's REPRESENTATIVE, and shall represent FACT for all matters concerning this CONTRACT except as otherwise provided herein.

6.2.1 All instructions and orders to CONTRACTOR shall be issued by FACT's REPRESENTATIVE and /or an ENGINEER - IN CHARGE nominated by him and communicated in writing to CONTRACTOR'S REPRESENTATIVE, if available at SITE or to CONTRACTOR at the address given in Article - 47. WORK shall be executed under direction and to the satisfaction of the ENGINEER - IN CHARGE, all in accordance with the provisions. CONTRACTOR shall proceed with WORK in accordance with the decisions, orders and / or instructions issued by FACT's REPRESENTATIVE or the ENGINEER - IN - CHARGE provided that,

i) If the CONTRACTOR shall without undue delay after being given a decision, order or instruction otherwise than in writing, require it to be confirmed in writing, such decision, order or instruction shall not be effective until written confirmation thereof has been received by CONTRACTOR, and

ii) If the CONTRACTOR disagrees with or questions a written decision, order or instruction given by ENGINEER - IN CHARGE he may give notice in writing to ENGINEER - IN CHARGE within seven (7) days of receipt of such decision, order or instruction stating reasons there for; but issue of such notice shall not relieve CONTRACTOR of the obligation to proceed with WORK in accordance with the decision, order or instruction in respect of which the notice has been issued, without prejudice to other remedial measures provided herein.

6.3 FACT may change the FACT'S REPRESENTATIVE and/or ENGINEER IN CHARGE at any time, and shall inform CONTRACTOR promptly, in writing, of such changes.

ARTICLE-7 CONTRACTOR'S REPRESENTATIVE

7.1 CONTRACTOR shall be represented at SITE by a technically qualified, competent and experienced Engineer whose name along with qualification and experience shall be intimated to FACT in writing at least 2 weeks prior to commencement of CONTRACTOR'S activities at SITE for approval by FACT. The said representative shall be present at SITE during working hours and any orders, instructions or other communications delivered to him by FACT, FACT's REPRESENTATIVE and / or ENGINEER- IN - CHARGE shall be deemed to have been received by CONTRACTOR.

7.2 Any communication received by FACT from CONTRACTOR'S REPRESENTATIVE shall be deemed issued by CONTRACTOR and shall be binding on CONTRACTOR.

7.3 CONTRACTOR shall not change the Representative at SITE without prior written approval of FACT

ARTICLE –8 CONTRACTOR TO INFORM HIMSELF

8.1 Certain information pertaining to SITE and considered relevant for the execution of WORK are given in SCHEDULE - D - SITE CONDITIONS. Some of the information given therein are likely to be typical and are intended only to give a general idea about SITE. CONTRACTOR is deemed to have visited the SITE and the locality and to have gathered clear idea of the locality, weather conditions, access to SITE space availability, sub - soil conditions, availability of materials, availability and terms of service by labour and such other information that may have influence on execution of WORK.

8.2 CONTRACTOR is deemed to have carefully examined specifications, schedules and drawings and also to have satisfied himself on the nature and extend of WORK to be executed before submission of a tender and entering into CONTRACT.

ARTICLE-9 SUPPLIES BY FACT

9.1 EQUIPMENT

9.1.1 EQUIPMENT and any materials to be provided by FACT will be issued by FACT and handed over to CONTRACTOR at the place of storage. Place of storage will be FACT store at SITE or the open storage yard at SITE or at ground level near the plant premises where EQUIPMENT is to be erected depending upon FACT convenience and all moving and handling from the place of storage to the actual place of WORK or the basement on which EQUIPMENT is to be erected, is to be carried out by CONTRACTOR.

9.1.2 It is likely that EQUIPMENT stored out-door are in the packing case and CONTRACTOR shall have to open the packing cases and inspect the items before taking over.

9.1.3 EQUIPMENT items, which are shipped in parts, will have to be assembled by CONTRACTOR prior to installation. Any special tools provided by Manufacturer for this purpose will be made available to CONTRACTOR against appropriate receipt; but all other tools and tackles will have to be provided by CONTRACTOR. Special tools, if any provided by FACT shall be returned to FACT immediately after use.

9.1.4 EQUIPMENTS shall be handled by CONTRACTOR very carefully in a professional and workman like manner. In the event of any damage to EQUIPMENT or part thereof due to negligence or use of wrong tool or wrong practices in dismantling, handling, assembling and / or installation or careless storage after taking over by CONTRACTOR, CONTRACTOR shall not only be liable to pay the cost of repair/ replacement but also liquidated damages vide Article - 31 hereof for delay in completion of the related WORK beyond the guaranteed date to the extent such delay as occurred on account of repair/ replacement.

9.2 MATERIALS

9.2.1 Materials issued by FACT (if any as per contract) for use in fabrication / installation by CONTRACTOR are listed in SCHEDULE-E.

9.2.2 Materials will be issued to CONTRACTOR from FACT's Store at SITE against appropriate indent in the form provided by FACT, countersigned by the ENGINEER - IN- CHARGE and transport from store to place of WORK will have to be done by CONTRACTOR. CONTRACTOR shall hold such material in safe custody and shall maintain proper accounts of its use. Such accounts shall be available for inspection by FACT, if required. No material shall be removed from SITE without written approval of FACT.

9.2.3 Materials will be issued only during normal working hours of the SITE Store.

9.2.4 The maximum cutting allowance and wastages permissible for each item of material is shown in SCHEDULE - Q. CONTRACTOR is not entitled to receive from FACT quantities in excess of those legitimately required including the cutting allowance and wastages and FACT may refuse issue of excess quantities required consequent to wastage in any manner by CONTRACTOR. In such cases CONTRACTOR may have to make his own arrangements for the additional quantities, required at his own cost and carry out WORK within the agreed time. However, FACT may issue such additional quantities, if available, and recover from the bills of CONTRACTOR at rate specified for this purpose in SCHEDULE – E in the absence of such rates at FACT'S book value or market rate whichever is higher, plus 15% thereof.

9.2.5 In case of urgency, FACT may at the request of CONTRACTOR and at the sole discretion of FACT issue to CONTRACTOR any material required for the WORK but not included in SCHEDULE - E and cost of such issues shall be paid by CONTRACTOR to FACT'S account in advance at price specified by FACT.

9.2.6 Any excess materials drawn by CONTRACTOR, but not used in WORK shall be returned to FACT'S Store at SITE and receipt obtained; and credit will be given for the quantity so returned.

9.2.7 CONTRACTOR shall return to FACT the cut pieces and scraps of material issued by FACT as well as any containers in which they are issued. Such items shall be properly accounted and delivered at the dump-yard at SITE indicated by FACT and no credit will be given to CONTRACTOR on this account.

9.2.8 In case it is observed that CONTRACTOR has used materials in quantity less than what is legitimately required, and the ENGINEER - IN CHARGE is not satisfied with the reason given by CONTRACTOR, CONTRACTOR shall have to dismantle the work so executed and re-do the same at no cost to FACT. In any case the contract price will be adjusted for such short - usage.

9.2.9 FACT gives no assurance that material to be issued by FACT will be readily available as and when indented by CONTRACTOR, CONTRACTOR is advised to give a monthly programme of his requirement for each calendar month at - least 30 days prior to the first of the calendar month. This programme should indicate the expected requirement in sizes, and quantities and the dates on which required. If CONTRACTOR fails to take such advance action, he shall not be entitled for any extension of time - schedule consequent to delay by FACT in issue of materials, even if such delay has affected WORK.

ARTICLE-10 MATERIALS BY CONTRACTOR

10.1 CONTRACTOR shall procure in time at his own cost and use in WORK all materials required in carrying out WORK other than EQUIPMENT and materials issued by FACT vide Article - 9 hereof. Materials so procured and brought to SITE shall be stored by CONTRACTOR at place allotted for the purpose by ENGINEER - IN - CHARGE and security arrangements shall be made by CONTRACTOR. CONTRACTOR shall provide such materials in sufficient quantities and in time so that WORK can be proceeded with uninterruptedly and shall take advance action in procurement of items, which are in scarce supply or availability of which are seasonal.

10.2 Materials provided by CONTRACTOR shall be brand new and of specification agreed to herein or as approved by ENGINEER - IN - CHARGE. Materials brought to SITE shall be used in WORK only after approval by ENGINEER - IN - CHARGE and if so required by him, CONTRACTOR shall provide test certificates and / or samples for verifying the quality. Mill certificates covering physical and analytical tests are to be produced as called for by ENGINEER - IN-CHARGE at no extra cost. If any further tests are to be carried out CONTRACTOR shall arrange for the same at no additional cost to FACT. CONTRACTOR shall declare the manufacturer's name of such materials and provide, if asked for, evidence relating to the source and purchase there from. Decision by ENGINEER - IN - CHARGE shall be final and binding on CONTRACTOR in respect of whether the material provided is conforming to agreed specification or not.

10.3 Rejected material shall be removed by CONTRACTOR from SITE immediately.

10.4 Approval by ENGINEER - IN - CHARGE or any other representative of FACT shall not relieve CONTRACTOR of his responsibility to use material of specified quality suitable for WORK and re- work necessitated consequent to use of sub-standard materials shall be promptly carried out by CONTRACTOR, free of cost to FACT, irrespective of whether the item was approved by FACT or not.

ARTICLE- 1 1 QUALITY OF WORK

11.1 CONTRACTOR shall execute WORK in the most substantial, professional and workman -like manner in full conformity to the drawing and specifications and instructions provided by FACT.

11.2 CONTRACTOR shall be responsible for the dimensional accuracy of WORK carried out within the measurement tolerance specified. In case where no measurement tolerance is specified, decision of ENGINEER - IN - CHANGE shall be final in respect of whether an item of WORK carried out conforms to required standard of dimensional accuracy or not.

11.3 Any designs carried out by CONTRACTOR shall be done in a professional and engineer - like manner in conformity with applicable standards and codes of practice.

11.4 CONTRACTOR shall be responsible to ensure that WORK executed conforms to applicable statutory regulations in force on the date on which Letter of Intent is issued by FACT. In the event of any change in such

statutory regulations or any new regulations becoming effective after the date of Letter of Intent that have influence on WORK, CONTRACTOR shall promptly notify FACT of the consequent changes required in WORK and its impact, if any, on cost and time - schedule agreed to herein and the provisions of Article -15 hereof will thereafter apply

ARTICLE-12 INSPECTION BY FACT

12.1 ENGINEER - IN - CHARGE or any other designated representative of FACT shall at all reasonable times be entitled to inspect WORK or any part thereof. CONTRACTOR shall provide all necessary assistance to FACT and shall make available all necessary scaffolding, tools and testing equipment to enable FACT to carry out such inspection /tests. CONTRACTOR shall uncover any part of WORK or make openings for inspection as ENGINEER - IN - CHARGE may direct and make good such part to the reasonable satisfaction of FACT.

12.2 On receiving notice from CONTRACTOR that WORK or part thereof is ready for inspection, ENGINEER - IN -CHARGE shall without unreasonable delay attend for the purpose of inspecting the related item of WORK. When tests are completed satisfactorily, CONTRACTOR shall give the test - certificates within Five (5) days of completion of tests of signature by ENGINEER - IN - CHARGE. ENGINER - IN - CHARGE may waive at his discretion, right to attend any tests; but this shall not relieve CONTRACTOR of his responsibility to carry out necessary tests at each stage of WORK and provide the test - certificates.

12.3 Whenever it is necessary to cover up any item or WORK in respect of which previous inspection is desire and CONTRACTOR has been notified accordingly in writing, CONTRACTOR shall give five (5) days notice in writing to ENGINEER - IN - CHARGE before the said item is covered up. No such WORK shall be covered up or built upon unless it has been inspected and approved by ENGINEER - IN - CHARGE or his consent in writing to this being done without prior inspection has been obtained.

12.4 CONTRACTOR will, if so required by FACT, provide specified numbers of test certificates, material analysis certificates and / or radiographic examination reports at no extra cost.

12.5 All tests shall be carried out as per procedure agreed to herein. If no such procedure is agree to herein the procedure laid out in applicable standards / codes and as approved by ENGINEER - IN - CHARGE shall be followed. If in the opinion of ENGINEER - IN – CHARGE any tests carried out is not properly conducted, CONTRACTOR shall have to re - do the same at no additional cost to FACT.

12.6 If in the opinion of ENGINEER - IN - CHARGE results of any tests carried out is not reasonably satisfactory, he may reject the portion of WORK for which the test is not satisfactory and CONTRACTOR shall dismantle the rejected portion and re - do the same at no additional cost and such repair/ re - work shall be subjected to further inspection/test in the above - said manner.

12.7 That an item of WORK has been approved at the time of setting out or in stage - wise inspection /test dose not relieve CONTRACTOR of his responsibilities under Article - 21 and Article – 30 thereof.

12.8 FACT reserves the right to engage or for participation of representatives of FACT'S Licensor or collaborator or any third party inspection agency that FACT may appoint for the purpose, in inspection and testing of WORK and such representative may exercise with CONTRACTOR such authorities as FACT may delegate to them.

ARTICLE-13 PRICE

13.1 In consideration of WORK, FACT shall pay CONTRACTOR the sum specified in SCHEDULE - F-PRICES. The sum specified in SCHEDULE - F include all costs to CONTRACTOR in carrying out WORK except cost of any material to be issued free of cost by FACT vide Article - 9 hereof.

13.2 The price specified in SCHEDULE - F is inclusive of all costs such as labour, materials to be supplied by CONTRACTOR, materials to be provided by FACT at CONTRACTOR'S cost, supervision, incidental charges such as loading and unloading, hoisting, setting out, temporary facilities, protective works, safety measures, tools and implements, construction equipment, hire charges of construction equipment provided by FACT, royalties, licenses, testing and calibration, removal of debris and clearing SITE on completion of WORK and maintenance of WORK required hereunder and any other cost incidental to carrying out WORK.

13.3 Without prejudice to provisions under Article -15, all prices shall remain firm till completion of WORK and shall not be subject to escalation of any description including those on account of delays due to Force Majeure, unless otherwise stated in SCHEDULE - F.

13.4 The price specified in SCHEDULE - F includes all Royalties, taxes, octroi, duties, levies and licence fees that CONTRACTOR may have to incur in performing WORK including purchase of materials to be provided by CONTRACTOR. It is understood that CONTRACT is a "WORKS CONTRACT' and is inclusive of Sales Tax / Value Added Tax /GST on the consideration receivable by CONTRACTOR, as also the Cess payable under The Building and Other Construction Workers Welfare Cess Act, 1996.

13.5 The OWNER shall have the right to recover an amount equal to the Sales Tax on Works Contracts / Value Added Tax, /GST due in accordance with the provisions of the relevant Sales Tax Acts / Value Added Tax Act from every payment made to the CONTRACTOR including advance and remit the same to the respective assessing authorities under the Act. However, any CONTRACTOR who pays tax regularly in accordance with the rules and produces a certificate issued by the assessing authority to that effect, will be paid the contract amount without deduction of the Sales Tax / VAT/ GST due on the contract for the period and to the extend or for the Works Contract, specified in the certificate.

13.6 Amounts specified in SCHEDULE - F are subject to deduction of Income Tax and FACT shall withhold from the same such amount as is due at rates prevailing at the time of payment and remit the same to income tax authorities to the account of CONTRACTOR and provide CONTRACTOR with appropriate certificate of tax deduction. Any statutory variation in the rate of deduction of income tax shall not lead to any adjustment in Price.

ARTICLE-14 TERMS OF PAYMENT

FACT shall make payments to CONTRACTOR in instalments as specified in SHEDULE -G PAYMENT SCHEDULE

14.1 CONTRACTOR shall make all claims in the standard printed bill form prescribed by the FACT and claims shall be serially numbered. Claims shall be made in triplicate copies and shall be submitted to the ENGINEER - IN CHARGE.

14.2 In case mobilisation advance is agreed to in SCHEDULE - G, CONTRACTOR shall submit along with the invoice a Bank Guarantee from a Nationalist Bank in India, in the Proforma vide SCHEDULE - M and payment will be me within 15 days of receipt of the said documents.

14.3 Claims for part - payments shall not be more frequent than once a month. Any deduction to be made for materials issued by FACT or for hire changes of construction equipment provided by FACT will be deducted from the respective part bill and CONTRACTOR shall show such deductions also in the bill.

14.4 All part - payments shall be treated as payments on account and not as value of WORK done and on satisfactory completion of WORK and issue of taking over certificate CONTRACTOR will be paid the total amount due after deduction of any liquidated damages due under CONTRACT, less payments already made and any other recoveries due from the CONTRACTOR.

ARTICLE-15 CHANGE IN WORK

15.1 Any modification in specification and / or quantity of WORK due to any of the following reasons will constitute a CHANGE IN WORK.

i) Increase or decrease in quantity of WORK as per final designs provided by FACT as compared to those specified in SCHEDULE - F hereof, hereinafter referred to as "Variation in Quantity"

ii) Variation in specifications for any item of WORK as per final design given by FACT as compared to SCHEDULE - F hereof or consequent to changes made after date of Letter of Intent in applicable statutory regulations hereinafter referred to as "Variation in Specification"

iii) Any new items of WORK not specified or included in SCHEDULE - A and for which any price or rate of cost is not' specified in SCHEDULE - F hereinafter referred to as" Extra Item".

iv) Any re-work necessitated by change in design by FACT of an item of WORK already executed by CONTRACTOR as per CONTRACT, hereinafter referred to as "Requested Re-work".

Any modification or re-work executed by CONTRACTOR by way of rectification of mistakes or making good defective WORK shall not be treated as CHANGE IN WORK.

15.2 In the case of "Variation in Quantity" of an item of WORK the Contract value for the item shall be adjusted pro-rata. In case aggregate increase or decrease in value of Contract due to Variation in Quantity and / or any other reason exceeds 25% of the Initial Contract Price as per Schedule - F the adjustment in price for such variations beyond the Initial 25% margin shall be discussed and agreed between the parties. However, CONTRACTOR'S prices shall be firm for variation up to (+) 25% of Initial Contract value.

15.3 In the event CONTRACTOR is called upon to carry out WORK with variation in specification but generally falling within the categories of WORK covered by CONTRACT, CONTRACTOR shall carry out the related CHANGE IN WORK without any extension of time-schedule. However, the price payable for the items affected by said variation in specification shall be determined based on rates agreed to in CONTRACT for other similar items; and in the absence of agreed rates for similar items it shall be determined in such manner as is specified for the purpose in SCHEDULE - F.

15.4 If CONTRACTOR is called upon to carry out any extra item, consideration receivable by CONTRACTOR for extra items shall be determined in the same manner as specified in Articles 15.3 above.

15.5 In the event CONTRACTOR is called upon to carry out any Requested Re-work, he shall be compensated for any dismantling, demolishing or reconstruction as is applicable and determined in the same manner as provided in Article 15.3 above

15.6 Not withstanding the above, if specific provisions are made for the adjustment of price or method of determining the same in SCHEDULE - F or the Special Conditions of contract vide SCHEDULE - Q provisions therein shall prevail over such provisions in the Article -15 which are in conflict with them.

15.7 In the event CHANGE IN WORK is of a substantial nature and is likely to affect CONTRACTOR'S obligations in respect of Time Schedule, CONTRACTOR shall request ENGINEER - IN - CHARGE in writing of any extension of time schedule require giving reasons therefore as such extension shall be effective only when approved by FACT.

ARTICLE –16 VARIATIONS & OMISSIONS

16.1 CONTRACTOR shall not alter any of WORK except as directed in writing by ENGINEER - IN- CHARGE. FACT shall have full powers during execution of CONTRACT to alter, amend, omit, add or otherwise vary WORK, from time to time by issue of written notice therefore to CONTRACTOR and CONTRACTOR shall carry out such variations and be bound by CONTRACT so far as applicable as though the said variation is stated in CONTRACT. In case, in the opinion of CONTRACTOR, the said variation will involve an increase or decrease in the Contract Price or any of the other obligations of CONTRACTOR hereunder, subject to provisions under Article -15, CONTRACTOR shall within seven (7) days of receipt of the said notice advise ENGINEER - IN - CHARGE of that effect and only on receipt of written acceptance of same from ENGINEER - IN - CHARGE, CONTRACTOR shall give effect to the requested variation.

16.2 The difference in Contract Price; if any, occasioned by such variations shall be added to or decreased from the Contract price and paid in the same manner as Contract Price.

ARTICLE-17 ACCESS TO SITE

17.1 FACT shall provide CONTRACTOR access to SITE and place within SITE where WORK is to be performed at all reasonable times, subject to Article - 24 and 26 hereof. Unless specified elsewhere to the Contrary, FACT shall also provide suitable road for transport of EQUIPMENT and Materials from the nearest public thoroughfare or FACT'S Store to the place of work. Any approach road, bridges over trenches, ladders or such other means of access required in the area of work shall be made by CONTRACTOR at no cost to FACT.

17.2 The access to SITE or place of work shall not be exclusive to CONTRACTOR but only such as to enable him to execute WORK. FACT reserves the right to grant access to SITE and place of WORK to other contractors engaged by FACT for carrying out work relating to PROJECT and CONTRACTOR shall fully co-operate with such other contractors and carry out WORK without causing any hardship to others. FACT'S representatives and / or representative of any third - party engaged by FACT for inspection and/ or any statutory authorities shall at all reasonable times have access to SITE and place of work.

17.3 Access to SITE granted herein shall not be construed as grant of any right of possession or Title to CONTRACTOR over SITE or part thereof.

ARTICLE-18 CONSTRUCTION POWER & WATER

18.1 FACT shall provide CONTRACTOR with supply of electric power at nominal supply voltage of 415 V in 3 phase 50 C/s, 4 wire system at one point at the outgoing terminals of OWNER'S / FACT'S switchgear in the manner and for the purposes specified in SCHEDULE-H.

18.2 CONTRACTOR shall make his own arrangements to lay cables along such routes and in such manner as ENGINEER - IN - CHARGE approves and to distribute the power to various consuming units and lighting system installed by CONTRACTOR, all in accordance with applicable statutory rules and regulations, CONTRACTOR shall apply for, pay any fees related thereto and obtain statutory approvals for such installations that CONTRACTOR sets up and engage, where necessary, licensed electricians for attending to operation and up-keep for the said installation.

18.3 OWNER / FACT shall provide CONTRACTOR with supply of water for use in WORK carried out at SITE at one point in a manner and for the purposes as specified in SCHEDULE - H. CONTRACTOR shall make his own arrangements for laying pipelines from the above point to place of WORK and for distribution therein along a route and in manner approved by ENGINEER - IN - CHARGE. CONTRACTOR shall ensure that the installations made by CONTRACTOR are leak proof and that proper valves are provided at all distribution points in order to avoid any wastage of water. For use in higher

elevations necessary surface tank and pumping arrangements shall be provided by CONTRACTOR at his cost.

18.4 Supply of power and water by OWNER / FACT in the above - said manner is free of cost to CONTRACTOR. FACT shall endeavour to maintain supply of power and water uninterruptedly so that WORK can be proceeded with without interruption. However, in the event of any interruption in these supplies for short intervals of time due to any repair or maintenance of FACT'S supply system or due to extraneous reasons, CONTRACTOR shall fully co-operate by re-scheduling the day's WORK and shall not be entitled for any extension of Time -Schedule or compensation for idle wages.

ARTICLE-19 CONSTRUCTION EQUIPMENT

19.1 CONTRACTOR shall provide all tools, tackles, hoisting equipment, safety appliances, ladders, scaffolding, test equipment and such other facilities as are required for carrying out WORK and OWNER / FACT does not undertake to provide any such facility except as provided hereunder CONTRACTOR'S equipment shall be used solely for the purpose of WORK and shall not be removed from SITE by CONTRACTOR without written permission of OWNER.CONTRACTOR shall be responsible to maintain and safeguard CONTRACTOR'S equipment against damage or loss.

19.2 Construction equipment available with OWNER / FACT and the hire charges for each are described in SCHEDULE - J. These equipments will be operated by FACT'S crew and the hire changes include all running expenses. The hire changes will be reckoned for the period commencing with the time at which it is released for use by CONTRACTOR up to time when it is released by CONTRACTOR or time up to which CONTRACTOR has intended for his use whichever is later.

19.3 Construction equipments available with OWNER/FACT are limited and are intended for the common use of the PROJECT and FACT does not undertake .to place these at the disposal of CONTRACTOR without specific prior commitment. CONTRACTOR shall discuss with ENGINEER - IN - CHARGE the requirements and programme of use well in advance and the equipment will be made available only during such times as the ENGINEER - IN - CHARGE agrees to. That FACT'S construction equipment was not available in the time or for adequate duration shall not entitle CONTRACTOR for any increase in price or extension of Time - Schedule unless agreed to otherwise in SCHEDULE - F and in such cases CONTRACTOR shall have to make his own alternative arrangements.

19.4 FACT'S construction equipment placed at the disposal of CONTRACTOR shall be used by CONTRACTOR only for the purposes they are intended for and within its prescribed limits of application and CONTRACTOR shall be liable to bear cost of repair / replacement in case of any damage due to misuse or wrong application.

ARTICLE-20 ACCOMMODATION AT SITE & COMMUNICATION FACILITIES

20.1 FACT does not undertake to provide any covered area or protected accommodation of any kind for use by CONTRACTOR for office, store, shop or residential accommodation.

20.2 FACT shall allot levelled ground at convenient place in SITE within reasonable distance of the place of WORK where CONTRACTOR may build temporary structures for site office, store and fabrication shop and CONTRACTOR shall make arrangements for fencing and security. CONTRACTOR shall also make suitable arrangements for sanitation and hygiene in the place allotted to CONTRACTOR.

20.3 CONTRACTOR shall make his own arrangements for residential accommodation of staff and workmen, facilities for food and canteen and shall not set up any hutments, barracks or other form

of residential units at any place within SITE or on other land belonging to OWNER/FACT unless specifically agreed to.

20.4 CONTRACTOR shall make his own arrangements for any telephone / telex communication facilities he needs in carrying out WORK. In case of emergency, FACT may permit use of available facility for which charges if any shall be borne by CONTRACTOR.

ARTICLE-21 TESTS ON COMPLETION & TAKING OVER

21.1 CONTRACTOR shall give ENGINEER-IN-CHARGE fifteen (15) days notice in writing of the date on which he will be ready to carry out tests specified in SCHEDULE-A for the WORK or section of WORK if WORK is so divided in SCHEDULE-A. Unless otherwise agreed, these tests shall take place within ten (10) days after the date so notified by CONTRACTOR on such day / days as ENGINEER-IN -CHARGE notifies CONTRACTOR in writing. Tests shall be held as per procedure laid out in SCHEDULE-K hereof and within three (3) days of completion of tests CONTRACTOR shall submit to ENGINEER-IN-CHARGE three (3) copies of the report of the tests for his approval.

21.2 If in the opinion of ENGINEER-IN-CHARGE the tests on completion are being unduly delayed he may by notice in writing call upon the CONTRACTOR to make such tests within ten (10) days of receipt of such notice; and unless otherwise agreed, CONTRACTOR shall make the said tests on such day within the said 10 days as the ENGINEER-IN-CHARGE may fix and of which he shall give notice to ENGINEER-IN-CHARGE. If CONTRACTOR shall fail to make the tests within the time aforesaid, FACT shall be entitled to proceed with the tests and all tests as made shall be at the risk and expense of CONTRACTOR.

21.3 ENGINEER-IN-CHARGE may require CONTRACTOR at any time before commencement of a test or during the performance of the test to postpone or suspend the test if in his opinion the arrangements made by CONTRACTOR for carrying out the tests are inadequate or unsatisfactory; and in such case CONTRACTOR shall re-schedule the tests and conduct it in such manner as ENGINEER-IN-CHARGE approves.

21.4 Should any part of WORK fail to achieve the performance specified or to pass the tests prescribed in any other manner, CONTRACTOR shall at his own expense effect such changes consistent with good engineering practice, as are necessary to enable the WORK to pass further tests and conduct a fresh test after duly notifying ENGINEER-IN-CHARGE. If during the further tests, the WORK or any part thereof fails to achieve the performance specified, the WORK shall not be considered acceptable and CONTRACTOR shall replace, re-do or otherwise rectify them entirely at his own cost until they become acceptable, all within the time schedule agreed to vide Article – 4, provided that in case the failure to pass tests is within permissible limits as Engineer-in-charge considers acceptable, FACT may at its own discretion accept the WORK upon appropriate deduction in Contract price as may be provided for elsewhere in CONTRACT or as mutually agreed to.

21.5 As soon as WORK has been completed in all respects in accordance with CONTRACT and has passed the prescribed tests, OWNER / FACT shall issue a certificate taking over the WORK (hereinafter referred to as Taking Over Certificate), stating the date on which WORK has been so completed and passed the tests, and the WORK shall be deemed taken over by FACT on the said date. In the event of WORK being divided by this CONTRACT into two or more sections or not being completed in all respects but only to such an extent that it can be put to use by FACT without hindering or being hindered by the execution of part remaining to be completed, FACT shall be entitled to take over any section or sections before the other or the others by issuing a Taking Over Certificate in respect thereof.

21.6 If by reason of any default on the part of CONTRACTOR a Taking Over Certificate has not been issued in respect of every portion of WORK or every portion of a section of WORK within Thirty (30) days of the date on which it should have been issued as per Time Schedule agreed in

CONTRACT, FACT shall be at liberty, without prejudice to other rights herein of FACT to use the WORK of any portion thereof in respect of which a Taking Over Certificate has not been issued, provided that CONTRACTOR is afforded reasonable opportunity to take such steps as may be necessary to permit issue of Taking Over Certificate.

21.7 Issue of Taking Over Certificate or acceptance of WORK or part thereof in any other manner after passing prescribed tests or otherwise shall not relieve CONTRACTOR of his warranty obligations vide Article - 30 hereof.

ARTICLE-22 TEMPORARY STRUCTURES

22.1 Any temporary structure set up at SITE by CONTRACTOR shall be of sound construction taking into account safety of EQUIPMENT and workmen and CONTRACTOR shall be solely responsible for any damage or consequence thereof of the same. If in the opinion of ENGINEER-IN-CHARGE such constructions are not of appropriate design or construction and is likely to imperil safety of EQUIPMENT and/or workmen he may notify CONTRACTOR accordingly and Contractor shall forthwith forbid its use until it is replaced or suitably modified in an acceptable manner.

22.2 Any temporary construction made by CONTRACTOR in connection with WORK shall be dismantled and removed by CONTRACTOR and the entire area where WORK was performed cleared of any surplus or scrap materials, rubbish or debris within Thirty (30) days of issue of Taking Over Certificate or such earlier date as ENGINEER-IN-CHARGE may require.

22.3 If any temporary structure set up by CONTRACTOR at SITE including any power and water lines obstruct implementation of PROJECT in any manner at any stage of WORK, CONTRACTOR shall immediately on receipt of notice thereof from ENGINEER-IN-CHARGE dismantle and remove or shift the temporary structure or line, at his own cost, in such a manner that the obstruction is removed.

ARTICLE-23 INSURANCE AND LIABILITY FOR DAMAGE

23.1 CONTRACTOR shall during execution of WORK, properly cover up and protect any part of work liable to damage by exposure to weather and shall take every reasonable precaution against accident or damage to work from any cause.

23.2 All equipments and materials brought to SITE by CONTRACTOR for use in execution of WORK shall be at sole risk of CONTRACTOR. Only such materials as are actually used in WORK so as to form part thereof will be covered by the insurance cover arranged by OWNER/ FACT.

23.3 OWNER / FACT shall have covered by storage-cum-erection insurance policies EQUIPMENT, materials supplied by FACT, FACT'S construction equipment, WORK executed at SITE and FACT'S personnel. These policies apply only to insurance risks at SITE and no other location.

23.4 CONTRACTOR shall take care not to cause any damage to any equipment, materials and or construction of and or any work executed by any other Contractors or other third parties doing work at SITE and CONTRACTOR Indemnifies OWNER / FACT against any liabilities, whatsoever, consequent to damage caused by CONTRACTOR or CONTRACTOR'S workmen in the aforesaid manner.

23.5 CONTRACTOR indemnifies OWNER / FACT against any loss, damage or other liabilities in consequence of any negligent act or omission by CONTRACTOR or CONTRACTOR'S Workmen or theft or pilferage of any material and / or EQUIPMENT handed over to CONTRACTOR

by FACT. CONTRACTOR shall take appropriate insurance as may be required to cover the above responsibilities.

ARTICLE-24 WORKING HOURS

24.1 All days observed as Holidays by OWNER / FACT shall be Holidays and all other days shall be working days at SITE, CONTRACTOR shall be given, on request, the calendar of such Holidays for each year. CONTRACTOR shall carry out WORK normally on working days.

24.2 Working hours shall be 8 hours per day on all working days and timing will be as ENGINEER- IN-CHARGE may notify from time to time. Contractor's workmen will be permitted to enter SITE only thirty (30) minutes prior to commencement of working hours and shall leave SITE within thirty (30) minutes of close of working hours. However, in special circumstances such as when ENGINEER-IN-CHARGE is satisfied that nature of WORK for the time being carried out is such that it shall have to be proceeded with uninterruptedly even beyond normal working hours or when CONTRACTOR is behind schedule and would not be able to complete WORK within normal working hours. FACT shall permit CONTRACTOR to and CONTRACTOR shall perform WORK beyond normal working hours and any overtime wages or other costs receivable by CONTRACTOR'S workmen shall be fully borne by CONTRACTOR. CONTRACTOR shall seek for permission for engaging in WORK beyond normal hours well in advance.

ARTICLE-25 SAFETY

25.1 CONTRACTOR shall execute WORK in a safe and secure manner always ensuring safety of personnel engaged in WORK, EQUIPMENT, Materials, Construction Equipment and the WORK itself in all its phases. Safety codes for Construction specified in SCHEDULE-P shall be strictly adhered to and any violation of these will be deemed wilful negligence on the part of CONTRACTOR.

25.2 In the event of any accident occurring at SITE in connection with WORK, CONTRACTOR shall submit a report of same to ENGINEER-IN-CHARGE immediately, and/in any case within 24 hours of its occurrence, and shall fully co-operate with OWNER in any enquiry held in connection with the same.

ARTICLE-26 FACT'S REGULATIONS & RULES.

26.1 CONTRACTOR shall observe and ensure that this supervisors and workmen observe all rules and regulations of OWNER / FACT applicable to SITE as may be communicated by FACT from time to time. CONTRACTOR shall ensure that his supervisors and workmen engaged at SITE function in a disciplined manner.

26.2 Entry to SITE of CONTRACTOR'S men shall at all times be subject to security regulations of OWNER / FACT and controlled by issue of passes. Passes will be issued against application by CONTRACTOR in appropriate form within seven days of receipt of such application. FACT may reject issue of pass or cancel a pass issued earlier to any person whose presence at SITE, in the opinion of FACT is detrimental to the interest of FACT.

26.3 In the event of any person or persons including CONTRACTOR'S REPRESENTATIVE engaged by CONTRACTOR for WORK violates any of the regulations of FACT or does not function in a disciplined manner or is not, in the assessment of FACT, competent to carry out the work for which he is engaged FACT, may cancel the entry passes issued to such person / persons without any notice and CONTRACTOR shall make arrangements for substitutes immediately.

ARTICLE-27 STATUTORY REGULATIONS

27.1 CONTRACTOR shall in all matters arising out of performance of CONTRACT confirm at his own expense with all Acts, Orders, Regulations, Rules and By-Laws of Government of India, State Governments, local bodies and other authorities there under for the time being in force and applicable to WORK.

27.2 Where any temporary installations, facilities or apparatus set up by CONTRACTOR for carrying out WORK is subject to statutory regulations. CONTRACTOR shall ensure that these conform to such regulations applicable and also apply for pay necessary fees and obtain any approval required there under, prior to putting the same into use.

27.3 Where WORK or any part thereof, other than those covered by Article - 27.2 above, is subject to statutory regulations / approval. FACT / OWNER shall apply for such approvals and pay the fees; but CONTRACTOR shall provide at his own expense all information and assistance necessary to make such applications and to satisfy the inspecting Authority representing the related statutory body that WORK carried out conforms to applicable regulation. Any WORK or part thereof rejected for non-compliance with statutory regulations shall be modified or replaced by CONTRACTOR at no cost to FACT within the agreed Time-Schedule so as to make it conform with applicable regulations. CONTRACTOR shall not be responsible for any such liability if it has occurred due to the sole reason that EQUIPMENT, designs or materials supplied by FACT do not conform to such applicable regulations.

ARTICLE-28 LAWS RELATING TO LABOUR

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

28.2 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 FACT. Where the law require that any act of CONTRACTOR shall be carried out only in the presence of a representative of FACT and witnessed by FACT it shall be so carried and CONTRACTOR shall request ENGINEER - IN - CHARGE for the presence of FACT'S representative. Any information or reports required from CONTRACTOR by FACT, periodically or otherwise, for discharge of FACTS obligations under such laws shall be provided promptly.

28.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case OWNER/ FACT is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, FACT is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as is provided in Article - 44 hereof or otherwise.

28.4 The Contractor shall be solely responsible for compliance with all applicable statutory obligations under the Employees' State Insurance Act, 1948 (ESI), the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF), the Building and Other Construction Workers' Welfare Cess Act, 1996, and all other relevant Labour Laws, Acts, Rules and Regulations in force from time to time.

Tenderers shall submit valid registration certificates with the Labour Department / PF / ESIC, wherever applicable, along with the bid. In case the tenderer is not registered under the ESI and/or PF Acts at the time of bidding, the Contractor shall obtain and submit the original PF/ESI

Registration Certificates before commencement of the work. Failure to produce the required registrations prior to commencement of the work shall result in disqualification, forfeiture of EMD, and may lead to debarring from participation in future tenders of FACT.

All workmen deployed by the Contractor for execution of the work shall be covered under the provisions of the PF and ESI Acts, as applicable. The Contractor shall be responsible for payment of wages and all statutory contributions, including both employer's and employee's contributions towards PF, ESI, welfare cess and any other statutory levies.

The Contractor shall deposit the PF and ESI contributions for each month, both employer's and employee's shares, within the statutory due dates under the permanent PF/ESI code numbers and shall obtain valid challans for the same.

Documentary evidence of monthly PF and ESI remittances, including challans and prescribed statutory returns, shall be submitted by the Contractor along with the subsequent month's Running Account (RA) Bills and shall also be produced to OWNER/FACT whenever called for, and in any case, at least once every quarter.

28.5 Non-compliance with the provisions of this clause or the applicable statutory requirements shall be treated as a material breach of contract and may attract actions such as withholding of payments, disqualification, termination of contract, forfeiture of EMD/Security Deposit, and/or debarring from participation in future tenders of FACT, as per the applicable provisions of the tender and contract.

28.6 CONTRACTOR indemnifies OWNER / FACT against any claims from any person or persons engaged by CONTRACTOR in connection with WORK and in the event OWNER/ FACT 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 FACT, AND FACT may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.

28.7 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve such 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 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.

28.8 CONTRACTOR may have access to OWNER'S / FACTS qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.

ARTICLE - 29 APPRENTICES ACT

29.1 CONTRACTOR shall comply with provisions of the Apprentices Act, 1961 and any amendments thereto as well as any Rules made or orders issued there under from time to time.

29.2 CONTRACTOR shall submit to FACT periodically statement giving the number of workmen engaged by CONTRACTOR in each category and the number of apprentices engaged in the corresponding category.

ARTICLE – 30 WARRANTIES AND MAINTENANCE PERIOD

30.1 CONTRACTOR warrants that WORK will be carried out in full conformity with approved drawings, Approved design and FACT specifications, in compliance with applicable statutory

regulations for the time being in force, in accordance with recognized standards and codes of practice, as per good engineering practice and in a professional and workman-like manner.

30.2 In the event of any defect being noticed in the quality or workmanship of WORK or any part thereof or any material provided and used by CONTRACTOR in WORK, within a period of eighteen (18) months from the day it is taken over as per Article 21 or twelve (12) months from the day it is put into service by OWNER whichever expires earlier, or during the execution of WORK, OWNER shall issue notice to CONTRACTOR slating the nature of defect so noticed and CONTRACTOR shall, at his own cost, make good the affected WORK promptly. if CONTRACTOR fails to do so within reasonable period, or if in the opinion of OWNER, CONTRACTOR is unable to do so, or the repair! replacement cannot wail till CONTRACTOR is able to do it OWNER may either directly or through such other agencies as OWNER may deem fit, get defective part of WORK made good, all at the risk and cost of CONTRACTOR. Notwithstanding the period specified above, in case of civil constructions, the period of warranty will extend at least up to the end of first monsoon after the WORK is taken over vide Article - 21.

30.3 An item of WORK so repaired or replaced shall carry a further warranty as per Article-30.2 above.

30.2 During the period of warranty, CONTRACTOR'S representative shall be available at SITE or at such place from where he can come to SITE immediately on request by FACT and he shall be authorized by CONTRACTOR to carry out any repairs or maintenance as CONTRACTOR is obliged to carry out under the above warranty.

30.3 CONTRACTOR shall not be liable for any defect owing to defective design, specifications, drawings or information provided by FACT in writing based on which WORK has been executed or to defective EQUIPMENT or material provided by FACT or to improper use of WORK by FACT / OWNER. Normal wear and tear shall not be treated as defect in WORK.

30.4 On expiry of the said warranty period or on completion of CONTRACTOR'S obligations under the warranty, whichever is later, FACT shall issue to CONTRACTOR a Discharge Certificate, stating that CONTRACTOR is discharged of these warranties and release any amounts retained or other form of security held by FACT in lieu of security by CONTRACTOR for said warranties.

ARTICLE-31 GUARANTEE FOR TIME SCHEDULE

31.1 CONTRACTOR guarantees that WORK will be executed as per time schedule agreed to herein vide Article-4.

31.2 In the event of any delay in completion of WORK or part thereof as per agreed schedule, due to reasons other than those specifically exempted vide Articles- 15.7, 32.2 and 40.3 hereof, OWNER/CONSULTANT may deduct from the considerations due to CONTRACTOR under CONTRACT or otherwise recover from CONTRACTOR in lieu of liquidated damages, a sum calculated at half of one percent (0.5%) of the Contract Price due to CONTRACTOR for the portion of WORK agreed to be carried out by CONTRACTOR till the date on which the delayed item is due to be completed**, for each week of delay, subject to a maximum of seven and a half (7.50%) percent of total Contract Price**. Any payments recovered from CONTRACTOR by way of Liquidated damages for delays in earlier stages of WORK shall be reduced from the sums due under this Article-31.2. It is understood and agreed that such amounts due represent the losses suffered by FACT because of delay in WORK by CONTRACTOR and it shall not be necessary for FACT to establish the actual amount of losses suffered, irrespective of whether the WORK or part thereof could be put to any use by FACT had it been completed by CONTRACTOR as per schedule.

31.3 For the purposes of Article-31.2 completion of WORK or part thereof shall mean taking over by FACT of WORK or part thereof (as is applicable) after satisfactory completion of tests vide Article-21 hereof.

ARTICLE-32 DELAY BY FACT

32.1 In case of any delay in supply by OWNER / FACT of Designs and Drawings, EQUIPMENT, materials, Construction Equipment, Power and water for construction and / or any other item to be supplied by FACT as per CONTRACT, or in the interruption of supply thereof, CONTRACTOR shall be informed in advance of such delay, wherever possible, and CONTRACTOR shall re-schedule WORK in such a manner that no infructuous expenditure is incurred.

32.2 In case delay by FACT is of a substantial nature and has affected WORK or part thereof in such a manner that it cannot be proceeded with as per agreed schedule, the time- schedule for the part so affected shall be extended correspondingly. Decision of ENGINEER-IN-CHARGE shall be final in respect of any extension of time.

32.3 In any case CONTRACTOR shall not be entitled for any financial compensation or increase in Contract Price in consequence of such delay or interruption.

ARTICLE-33 SPECIAL CONDITIONS & SPECIAL REQUIREMENTS OF THE CONTRACT

33.1 The **Special Conditions of Contract** *&* **Special Requirements of the Contract** specified vide SCHEDULE-Q and SCHEDULE-Q1 hereof shall form part of CONTRACT; and wherever the provisions under **Special Conditions of Contract & Special Requirements of the Contract** are in conflict with any of the provisions vide Article-2 to Article-48 hereof, **provisions in the Special Conditions of Contract & Special Requirements of the Contract shall prevail.**

33.2 Definitions vide Article-1 hereof shall apply to special Conditions of contract & Special Requirements of the Contract also and any supplementary Definitions given therein need not necessarily apply to other sections of CONTRACT.

ARTICLE-34 SUB-LETTING AND ASSIGNMENT

34.1 CONTRACT shall be binding and inure to the benefit of the parties hereto and to their successors in right and shall not be assignable by either unless the other party has given its consent in writing to such assignment.

34.2 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 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 FACT for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or sub-contracted perform the portion of WORK so sub-let or sub-contracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

ARTICLE-35 CLAIMS

Claims by CONTRACTOR for any disputed items shall be lodged with ENGINEER-IN-CHARGE within thirty (30) days of disallowance of the same failing, which the claim shall be deemed to have been waived.

ARTICLE-36 PATENTS

36.1 FACT warrant on their part that any design or instruction given by FACT shall not be such as will cause CONTRACTOR to infringe any Letters of Patent, Registered Designs, Trade Marks, Copy-right or other protected right valid in India, in the performance of WORK.

36.2 Subject to Article-36.1 CONTRACTOR indemnifies OWNER / FACT against any claim for infringement by CONTRACTOR of any Letters of Patent, Registered Design, Registered trade mark of Copy-right or other protected right valid in India in performance of CONTRACT. In the event of any action being brought against or claims or demands being made on OWNER/ FACT because of any infringement or alleged infringement by CONTRACTOR of any of the said rights, CONTRACTOR shall immediately be notified of the same and CONTRACTOR shall within a reasonable period of time and at its own cost, make such modifications in WORK as would make it non-infringing upon any such rights or any such claims or demands or otherwise procure for FACT such rights as would enable FACT to continue with the use of WORK without infringement of such rights. FACT shall not settle such action or satisfy or compromise any such claims without the written consent of CONTRACTOR and in the event of any such infringement or alleged infringement leading to litigation CONTRACTOR shall conduct the same and FACT shall co-operate with CONTRACTOR in all reasonable manner.

ARTICLE-37 SECRECY

37.1 All drawings, designs, specifications, and other documents and information issued by FACT and any instruction given by FACT in the performance of CONTRACT, whether patented or patentable or not, shall always remain the exclusive property of FACT and CONTRACTOR at no time shall question or dispute such right of FACT. For a period of fifteen (15) years from the DATE OF CONTRACT, CONTRACTOR shall keep the above documents and information and the knowledge that FACT'S employees information contained in said documents for PROJECT as secret and confidential and shall not reproduce them or divulge them to any third-party without the specific written approval of FACT and shall not use them for any purpose other than those covered by the intents of CONTRACT. Such documents are given on loan by FACT to CONTRACTOR for the limited purpose of execution of WORK and are subject to return on demand.

37.2 CONTRACTOR shall not publish or cause to be published any information on PROJECT, CONTRACT, WORK covered by CONTRACT or CONTRACTOR'S participation in it without the prior written consent of FACT.

37.3 The provisions of this article shall survive expiry or earlier termination / suspension of CONTRACT.

ARTICLE-38 NON-WAIVER

Any failure by either party at any time, or from time to time to enforce or require strict observance performance of any of the terms and conditions of CONTRACT, or to exercise any rights hereunder, shall not constitute a waiver of such terms and conditions or rights, unless such rights have lapsed under specific provisions elsewhere in CONTRACT, and shall not affect or impair same or the right of either party any time to avail the same.

ARTICLE-39 LANGUAGE & UNITS

CONTRACT is drawn up in the English Language. All correspondence between the parties in performance of CONTRACT shall be in the English Language. Metric system of measurement shall be followed.

ARTICLE-40 FORCE MAJEURE

40.1 Neither CONTRACTOR nor 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 there for. 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 lockout exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR.

40.2 If the situation of Force Majeure extends for a period exceeding thirty (30) days the parties shall meet together and discuss the further course of action, provided that if CONTRACTOR'S performance is affected FACT may at his option and at any time remove from the scope of CONTRACTOR the portion of WORK so affected and have it executed by any other agency as FACT may deem fit and reduce from the consideration payable to CONTRACTOR a proportionate amount.

40.3 CONTRACTOR shall be entitled for extension of time-schedule vide Article - 4 for the performance of the portion of WORK affected by the situation of Force Majeure by a reasonable period but shall not be entitled to any financial compensation such as idle wages or escalation in cost. Decision by ENGINEER-IN-CHARGE shall be final in respect of any extension of time.

ARTICLE-41 SETTLEMENT OF DISPUTES AND ARBITRATION

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

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

Or

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

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

time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

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

ARTICLE-42 LAW AND LEGAL JURISDICTION

42.1 CONTRACT shall be governed and construed by Laws of India.

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

ARTICLE-43 SUSPENSION AND TERMINATION

43.1 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.

43.2 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.

43.3 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 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-43.2 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.

43.4 In the event of suspension of CONTRACT vide Article-43.1 above, immediately on receipt of notice therefore from FACT, CONTRACTOR shall suspend all activities at SITE expect 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.

43.5 In the event of termination of CONTRACT vide Article-43.1 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.

43.6 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.

ARTICLE-44 RECOVERY OF DUES FROM CONTRACTOR

44.1 FACT shall have recourse to CONTRACTOR for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of CONTRACTOR to perform any of his obligations under the terms of CONTRACT.

44.2 Any amount due from CONTRACTOR as per CONTRACT shall be deducted from money due or becoming due to CONTRACTOR under CONTRACT or under any other account or may be recovered by arbitration vide Article-41 or by action at law.

ARTICLE-45 CONSEQUENTIAL LOSSES

45.1 Liabilities of either party to the other are limited to those specifically provided for herein.

45.2 Neither FACT nor CONTRACTOR shall under any circumstances be liable in respect of any in direct or consequential loss or loss of business or loss of profit suffered by the other party in connection with or arising out of CONTRACT except as specified in Article-31 hereof.

ARTICLE-46 EFFECTIVE DATE AND VALIDITY

46.1 CONTRACT shall become effective on signature by either party after the other.

46.2 Unless terminated by FACT, CONTRACT shall remain valid till obligations of both parties are fulfilled.

ARTICLE-47 NOTICES & ADDRESSES

47.1 All notices under CONTRACT shall be in writing.

47.2 Except as otherwise specified in CONTRACT, it shall be sufficient in all respects if notices are either delivered at or sent by registered post at following addresses;

a) To FACT:
b) To CONTRACTOR:

47.3 Any e –mail messages sent should be confirmed in the return mail.

ARTICLE –48 FRAUD PREVENTION POLICY

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

ARTICLE-49 ENTIRE AGREEMENT

49.1 CONTRACT to the exclusion of all prior arrangements, statements or representation, whether oral or written constitutes the full agreement between the parties hereto relating of WORK.

49.2.1 No variations to the terms of CONTRACT shall be valid unless it is made in writing and signed on behalf of both FACT and CONTRACTOR by their respective authorized representatives.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives on the day and year first above written.

****

PROFORMA CONTRACT

AGREEMENT

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

W.O. No dtd.

BETWEEN

THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, UDYOGAMANDAL

AND

.....

.....

.....

For

.....

.....

THIS CONTRACT made and entered into this the day of ..... by and between THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, a Company registered in India with Registered Office at Eloor, Udyogamandal P.O., Kerala State, hereinafter referred to as 'OWNER' which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns of the one part, and

.....

.....

hereinafter referred to as 'CONTRACTOR' which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns, of the other part.

WHEREAS contractor submitted in response to invitation by Owner, tender for providing materials, labours, construction equipment and other related services and supervision thereof for the work first above mentioned in the title of this document and WHEREAS OWNER conveyed to CONTRACTOR vide Work Order No..... dt..... OWNER's intention to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR accepted the same for a total amount of Rs .....-(Rs ..... Only).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the parties hereto as follows:

WHEREAS the contractor has agreed, subject to the conditions and specifications contained in the documents under **Work Order No..... dt.....** (hereinafter referred to as the said conditions) to execute the

works shown upon descriptions in the said specifications and set forth in the schedule of items of works as the probable quantities and comply with the rate of progress as indicated in the statement **Work Order No. ..... dt.....** for a sum of Rs..... (Rs.....Only) or such other sum high or low as may be arrived at by final measurement at unit prices.

Now these presents witness and it is hereby mutually agreed as follows:

1. In consideration of the payment of the said sum of Rs ..... (Rs ..... Only).or such other sum high or low as may be arrived at by final measurement at unit prices, the contractor will upon and subject to the said conditions execute and complete the works as shown upon the said conditions and descriptions in the specifications and to the extent of the probable quantities shown in schedule of items of works with such variations by way of alterations or additions to, or deductions from the said works and method of payment therefore in the said conditions.

2. Time shall be considered as the essence of this agreement and the contractor hereby agreed to commence the work as specified in the said conditions and agrees to complete the work within ..... **Months** from the date of Work to proceed notice.

It is hereby mutually agreed that the **Work Order No.....dt.....** the General and Special terms and conditions and the schedule, the scope of work and annexures thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

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

Or

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

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

Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the officers of the OWNER/empowered by the owner in this behalf.

IN WITNESS WHEREOF the parties thereto have executed this agreement by their duly authorised representatives on the day and year first above written.

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

Senior Manager - (Materials) Contracts.

THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, UDYOGAMANDAL

In the presence of witnesses:

1)

2)

	FACT CORPORATE MATERIALS -CONTRACTS	Tender No. 04031/2026-2027/E34321
		SCHEDULE - A
SCOPE OF WORK		PAGE 1 OF 1

Name of Work:- Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The scope of work covers the upkeep of total yard area including daily inspection of tracks, points and crossings, loco – yards, tracks at loading platform, dead ends, buffer stops, etc. Cutting grass, vegetation etc. in yard area is also included. All materials required for the work will be issued by FACT free of cost at our General Stores or nearby Railway yard.

All works shall be done as per the PERMANENT WAY MANUAL of Indian Railway Chapter relating to the maintenance of Permanent Way.

The dismantled Railway material shall be kept stacked in an orderly manner so as to not to cause any infringement to the railway shunting operations and also shall not hamper the movements of the men involved with shunting operations.

The above referred work is not conclusive. Any other items of work as provided in the schedule of items of work and items for the satisfactory completion of the project shall be under the scope of the contractor.

FACT	**FACT CORPORATE MATERIALS CONTRACTS**	**Tender No. 04031/2026-2027/E34321**
PROGRAMME OF WORK		**SCHEDULE - B**
		PAGE 1 OF 1

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The Period of this works shall be **12 Months** from the date of giving clearance to start the work.

Name of Work:- Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The Technical Specification applicable for this work are as follows,

i. Schedule of items of work (BOQ)

ii. Special requirements of the contract (Q1)

Name of Work:- Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The site is at located at FACT Cochin Division, Ambalamedu, Kochi.

Intending bidders are advised to visit the site to ascertain the nature of work before quoting. He should also take into consideration of lift and lead involved with work while quoting for the work.

Kindly refer SCH-Q1 for more details.

Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Senior Manager (Civil)CD (0484 – 2723233).

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

All materials required for the work will be issued by FACT free of cost at General Stores or nearby Railway yard.

Kindly refer SCH-Q1 for more details.

FACT	**FACT CORPORATE MATERIALS - CONTRACTS**	**Tender No. 04031/2026-2027/E34321**
SCHEDULE OF PRICES		**SCHEDULE – F**
		PAGE 1 OF 1

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The tenderer shall note the following sheets which will form the Schedule of Price of the contract.

Form F1 - Schedule of work

Form F2 - Schedule of rates for Extra items of Work

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

The following procedure shall be followed for arriving at unit rates for Extra Items of work:

a) Derive from rates for similar items of work already available in the Schedule of Items of Work.

b) If rates as per (a) above are not available, rates shall be worked out from data on the basis of which the estimate for the work was prepared, to which the overall Tender Variation shall be applied.

c) If rates cannot be worked out on the basis of (a) and (b) above, then rates shall be derived on the basis of actual cost of materials used, labour engaged, hire charges of machinery used and all that is necessary for the work, plus a margin of 10 % towards Contractor's profit and overheads.

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

1. **MOBILISATION**

No mobilization advance will be paid for the work.

2. SECURED ADVANCE

No secured Advance will be paid for this work.

3. PAYMENT

I. Interim payment will be made depending up on progress of work against running bills 95% of value or part of work executed after deducting income tax and any other amount due to owner within 21 days of receipt of invoice subject to certification by the engineer- in- charge.

II. Final Contract Price based on WORK actually performed, will be paid after completion of whole WORK in all respects, issue of taking over certificate by OWNER, settlement of account of all departmental issues and reconciliation of its use/ return, clearance of SITE and removal of temporary structures and debris and settlement of all pending claims on account of labour employed by CONTRACTOR AT SITE, after adjustment for the following.

a) Deduction of all previous payments made.
b) Recovery of hire charges for OWNER'S construction equipment made available to the work. (If used)
c) Recovery of value of departmental supplies including penal recovery, if any.
d) Recovery of liquidated damages if any due.
e) Income tax at prevailing rate
f) Balance ESI & PF contributions of workmen engaged
g) Any other amount due from CONTRACTOR to OWNER
h) "TDS under GST Act."

Payment will be made within 21 days of receipt of invoice subject to certification by the Engineer-in-charge and meeting all the above requirements.

III. GST will be paid extra as applicable at the time of invoice. Payments towards GST portion shall be released only after uploading of invoice details by the supplied/ service provider and the same reflected in GSTR2B.

NAME & SIGNATURE OF THE CONTRACTOR

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

Water and electric power will be provided by the company free of cost at one point and the contractor should lay necessary pipes/ cables from the above point.

Kindly refer SCH Q1 for more details.

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

All materials required for the work will be issued by FACT free of cost at our General Stores or nearby Railway yard.

Kindly refer SCH Q1 for more details.

.

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE BOND

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH **Rs.500/-**)

The Fertilisers and Chemicals Travancore Ltd.,

Udyogamandal, Cochin-683 501.

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

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

We the said Bank, do hereby 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 thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment 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 take for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

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

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

Any notice by way of request, demand or otherwise hereunder may be sent by post 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 and ……..

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

(Full address of the Bank Branch issuing this guarantee)

1. General

All contractors shall comply with OWNER's Safety and Security Regulations set forth herein. These regulations are applicable for performing any work in FACT Cochin Division, FACT Willingdon Q10 Berth and South Coal Berth Ammonia Handling and any facilities belonging to FACT CD.

Contractor shall adhere to and be bound by all the safety provisions as per Indian Standards Institution, The Petroleum Act 1934, The Factories Act 1948, The Kerala Factories Rules 1957, The Gas Cylinder Rules 2016, The Indian Electricity Act and such other Acts, Rules and Regulations formulated by Local, State or central Governments and other statutory bodies from time to time.

In addition to statutory rules and regulations applicable, Safety Practices to be followed in FACT Cochin Division are being described in this document for strict observance. The CONTRACTOR shall be held and responsible for all lapses of these rules by his sub-contractors/employees.

2. SAFETY TRAINING

All contractors, contract supervisors, Contract labours and Drivers/ Helpers of Hazardous goods transportation vehicles shall undergo Safety & Fire Training before they are issued gate pass by CISF.

The contractor shall submit dully filled training request form (annexure I) in safety department & training date will be informed from the Dept. All contract employees shall appear for refreshment training after the due date.

3. CLOTHING

All contract employees are forbidden to wear loose dresses like dhoti, Sari, neck ties, scarf and loose shawls inside the factory premises.

4. INTOXICATING DRINKS & DRUGS AND SMOKING

a) The Contractor shall ensure that all personnel working for him comply with "No-Smoking" requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the factory premises

b) The Contractor shall not allow any workman who is / are under the influence of alcohol / drugs or any other intoxicating substances to carry out any work at FACT CD.

c) The violators of above rules shall be sent out of the premises immediately with temporary barring from entering into the premises for two week.

5. MOTOR VEHICLE MOVEMENT

The contractor shall ensure that all traffic regulations and Motor Vehicle Rules are complied while driving inside the factory premises. In addition following rules shall also be followed. All vehicles shall carry only the number of passengers authorised to travel as per rules.

a. **Speed limit**
The speed limit for all vehicles inside the factory premises is 20 km/h.

b. **Parking**
All vehicles of contractors shall be parked in such a way that it doesn't create hindrance to the movement of fire tender and other vehicles. No vehicle shall be parked in front of fire station, hydrants and monitors etc. Vehicles shall be parked only in designated locations and shall not be parked in plant premises.

c. **Safe Load**
Vehicle shall carry only the load it is authorized to carry as per rules. Goods carried shall be properly secured so that they will not accidentally fall off /spill while vehicle is in motion. Goods shall not protrude beyond the platform of the vehicles carrying the goods, if protruding a red flag / red light (at night) shall be provided at the tail end of the protruded object.

d. **Passengers in Vehicles**
No person shall be allowed to travel sitting / standing / lying on the goods. Tractors/ Forklift etc. shall not be used for transporting personnel.

6. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Helmet, safety shoes and proper dress codes are mandatory PPEs required to enter company premises, all contract workers shall wear yellow coloured safety helmet.

Contractor shall provide his workers with PPEs required to carry out the works free of cost. PPEs shall be confirming to relevant Indian standard.

In addition to the above requirement, any PPEs which is required for safe execution of the job as per recommendations from engineer-in-charge or Safety officers or any authorised person of that area shall also be used/ supplied by contractor to his workers. All PPEs used by contract workers shall be inspected periodically for any damages and replaced by contractor if found damaged.

Apart from respiratory apparatus (BA set & Canister Mask), if the contractor utilises any other PPEs issued by FACT CD, Contractor will have to pay charges as per laid down procedure. In case of damages or loss of any materials / equipments provided by FACT on loan/returnable basis, same shall be recovered from the contractor's bill at the rate decided by FACT.

7. HOUSE KEEPING

The contractor should ensure proper housekeeping of worksite. All the scrap materials to be removed to scrap yard regularly.

8. WORK PERMIT SYSTEM

All works carried out in the company premises must be covered by a valid work permit issued by a authorised / competent person of the area. Presently permit system available are Cold Permit, Hot Permit, Work at higher elevation Permit/ Height Work Permit, Confined space Permit, Excavation Permit, Radiography Permit, Electrical energizing/ de-energizing Permit.

All the Seven types of Work Permits are currently in electronic format and print out of the same will be issued upon approval, the print out shall be kept at site by contract supervisor.

Note: For radiography work permit the contractor shall submit details of source along with decay certificate at safety department and get prior approval of the Senior

Manager (F&S). Before commencement of the work contract supervisor submit the serial number in the torch and decay chart for verification by the shift safety officer. The contractor shall be responsible for the safe storage and handling of any radiographic sources.

If there is any road cutting, the contractor shall submit a copy of the permit to safety department by stating the location of road cutting and get clearance.

9. WORKING AT HEIGHT

a. Scaffolding

Construction of Scaffolding shall be as per IS: 3696, scaffold clamp shall be used for scaffold erection. Wooden platforms shall not be permitted, Scaffolding using materials other than scaffold pipes shall not be permitted.

b. Ladder

Ladder used shall be of standard material like wooden/steel and be sufficiently strong conforming to IS: 3696 (Part 2). Ladder shall be secured at both end with ladder clamp, Ladder shall be in good condition only.

c. Personal protective equipments

Good quality full body harness with double lanyard confirming to relevant Indian standard shall be used for height works

10. CONFINED SPACES

a. Confined Space Entry Permit

Confined space entry permit shall be obtained from the area-in-charge prior to commencement of the jobs such as entry in to process vessels, storage Tanks, reactors, Sumps, Ducts and excavations beyond 1.2 meters of depth etc. Contractor shall maintain a register of personnel entering the confined space. The same shall be displayed at the entrance.

b. Personal protective equipments: PPEs advised by safety department to be used while commencing work at confined space.

c. Only 24 volt DC electrical equipments shall be permitted to use inside confined spaces.

d. Additional precautions advised by safety department are applicable to commence work inside confined space considering the hazard nature of the confined space.

11. EXCAVATION

All safety precautions as per IS: 3764 shall be followed while carrying out excavation. Contractor shall obtain clearance from electrical, instrumentation, civil and process department before starting the work. He/she shall also ensure that the excavation does not damage any existing underground cables, pipelines, foundation of adjoining buildings or structures etc. Wherever possible excavation shall not be close and deep as to undermine safety of any adjoining building or structure.

When excavation work is to be undertaken, the contractor shall start digging manually to locate the buried utilities (water line, cables etc.) and thereafter use mechanical means. Cables scanning using instruments will be required in areas around high voltage cables.

The contractor shall maintain sufficient angle of repose during excavation, shall also provide battering or benching wherever required to prevent collapse of edge of excavation.

The contractor shall arrange protective fencing / hard barricading with warning signal around excavated pits, trenches. Soil heaps shall keep at least 1.5M away from the edge or distance equal to the depth of pit (whichever is more).

12. COMPRESSED GAS CYLINDERS

Compressed gas cylinders shall be kept (both full & empty) in upright position and shall only be handled in trolley only.

Gas cylinders shall not be left at site after completing the work; it shall be shifted to the designated areas provided in plants before leaving the site. Compressed gas cylinders must never be stored or placed near hot equipment or lines. They must be protected against direct sunlight, high temperatures and contact with electrical circuits.

Storage and handling of gas cylinders shall be as per the regulations of gas cylinder rules 2016.

13. GAS CUTTING EQUIPMENT

Gas cutting equipment shall confirm to relevant Indian standard, Approved flash back arrestors are to be provided on both cylinder and torch side. Contract supervisor shall ensure that all the parts of gas cutting equipment such as pressure gauges, regulator, hose and torch shall be in good working condition before starting the work. Contract supervisor shall conduct regular inspection of the unit for any damage.

Hoses used for Oxygen gas and fuel gas shall be of two different colours. Two stage regulators with two gauges are mandatory. Oxygen gas and other gas hoses should be without any joint. If joint becomes essential, only approved connector with jubilee clips to be used. Hoses should not be wound over the cylinders.

Equipment shall not be left at site after works; it shall be kept at designated locations of the plant or in contractor's workshop/store.

14. CONTRACTORS EQUIPMENTS and MACHINERY

All the tools and tackles, lifting machines and gas cylinders shall get certified by a competent person and a copy of test certificates shall be submitted and got approved from safety department. The tools and tackles, lifting machines, gas cylinders and other equipment's shall be inspected by the contract supervisor on a daily basis before the use. Contractor Name, Equipment Identification No. shall be printed on all the equipment. Equipments safety systems shall not be tampered or bypassed.

For storing tools and tackles or form maintaining shed inside factory permission from competent authority shall be obtained. Permission will be against the work orders only. Contractors shall submit a declaration about the items stored inside their shed. The store shall be subjected to inspection of safety and maintenance dept with the presence of contractors. If anyone is not allowing to inspect shed, the same shall be break opened in the presence of CISF after giving notice to contractor. If any contractor is not having any contracts inside FACT CD for 2 years from the date of completion of last contract, he/she shall vacate the shed.

15. USING LIFTING TOOLS /TACKLES / MACHINERIES

All lifting machinery, lifting tackles, slings, D shackles, etc. used for lifting operation shall be tested and certified by a competent person. The operator/driver of crane / hydra shall possess HMV driving license and valid licence from statutory authority to operate crane / hydra.

All cranes / hydra brought in by contractors shall possess valid test certificates, the same shall be displayed in it.

16. ELECTRICAL SAFETY

a. Safety precautions stipulated in IS 5216 and CEA regulations 2010 shall be adhered to while carrying out electrical works.
b. In no circumstances the contractor shall be permitted to interfere with fuses and electrical equipments belonging to the owner or other contractors.
c. Earth Leakage Circuit Breaker (ELCB)/Residual Current Circuit Breaker (RCCB) of suitable rating shall be provided in the Electrical Distribution board of contractor's installation as per statutory requirement. The ELCB shall be checked once in a month for short term/shut down jobs.
d. All distribution boards and plug tops shall of industrial type only. Domestic type power boards, double adapters, 3 pin plug adapters and homemade power boards shall not be used.
e. All hand lamps shall be of 24 volts rating connected using 3 core double insulated flexible cables. The third core shall be used for earthing the hand lamp.
f. All Electrical DBs and switchboards shall be standard industrial type, identifiable with contractor's name displayed on it and cleared by electrical dept.
g. Flexible cables for portable lamps, tools, and apparatus shall be regularly examined, tested periodically and maintained to ensure safety and protected against mechanical damages.
h. Unless certified as double-insulated, electrical tools must have the casing grounded.
i. For getting electrical connections to the contractor's equipments he shall give a written request to electrical shift in charge and satisfy him that the equipment is in good condition. And shall inform the in charge about maximum current rating, voltage and phase of the appliance. Permission for power connection will not be granted until Owner/Engineer -in-charge is satisfied that the appliance is in good working condition and proper earthing connection provided.
j. Only authorized persons shall carry out operation and maintenance of electrical systems.
k. Work permit and isolation of the electrical system before taking up the work must be ensured.
l. Do not overload electrical equipment. Do not fit make shift fuse wire.
m. All electrical equipments like wires, switch board etc. shall be protected against rains or leaking water lines etc. in wet condition switches shall not be operated until it is dried up properly. Switches, starters shall be placed well above ground level.
n. All welding jobs shall be properly earthed in work spot. Do not use structural earth.
o. After the completion of work, please inform electrical dept: for power disconnection.
p. All welding sets shall be double earthed with suitable capacity cables.

q. The contractor shall bring power distribution boards, cables of sufficient length, power tools and other electrical equipments of adequate rating and capacity for the successful completion of work.

r. All temporary connections to distribution boards, welding sets, power tools, etc. shall be given from industrial type sockets available at different locations in plant area. The contractor shall bring industrial type plugs of suitable rating for availing temporary connections.

s. No work must be carried out on any live equipment. The equipment must be made safe and a WORK PERMIT issued by Technician in Charge shall be taken before any work is carried out.

t. Electrical tools shall be checked to ensure that the supplied voltage is comparable to the machine's design. Where required, electrical tools shall be properly earthed. High speed rotating equipments such as grinders shall be fitted with protective guards. Power tools shall never be left operating unattended. Spark arrestors shall be fitted to all equipment exhausts where a risk of combustible gases in the atmosphere exists.

u. Contractor shall ensure the following General safety precautions in electricity:

- Proper protective equipments shall be used.
- Check for defective cables, loose joints in conduits, damaged fuse boxes, loose pins, faulty sockets, and defective earth wire.
- Use right type of tools for the jobs.
- After maintenance of flameproof fittings, ensure that the fittings meet requirements of flameproof standards.
- Power supply cable shall be laid normally underground from source to the work place whether permanent or temporary.
- Jointing of cable shall always be made using proper junction box and flameproof junction box when in hazardous areas even in case of temporary connections.
- All equipments LT or HT which are likely to cause hazard shall be turned off and segregated. All base terminals etc, shall be insulated. Rubber mats shall be used for LT/HT switch room, where applicable.
- Proper earthing shall be provided for all electrical items and effectiveness of earthing shall be checked from time to time.
- Electrical items shall be handled after isolation and care shall be taken to identify and replace damaged electrical items. Guard wire shall be provided for A/G HT wires.
- Ensure all fuses are of good quality and conform to correct ratings. Use MCB's as far as possible.
- Electrical maintenance workmen working around a wet area near a fuse box must use wooden platform with rubber mat, insulated tools and rubber boots.
- The contractor shall bring adequately rated switch board / junction box, fitted with ELCB and other safety devices for getting temporary electrical connections to portable tools, lighting supply etc.

- No electric cable in use by other Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.
- All equipments shall be properly earthed, and cables properly insulated and connected.

17. FIRE SAFETY

The contractor shall take all necessary precautions to prevent outbreak of fires at the site. Handling and storage of flammable materials shall be as per the regulation of the company.

For storing flammable / explosive materials permission from safety department shall be obtained and storage shall be in compliance will all applicable rules.

18. EMERGENCIES

On hearing the emergency Siren or reporting any emergency (fire, Acid spillage, oil spillage, gas leak, etc.) contractor's personnel shall safely stop their works and proceed to assembly point. Before recommencement of the work, they should obtain clearance of Engineer in charge/ authorized person of the area.

Before commencement of works contractor's personals shall identify following;

i. Assembly point close to the location of the work.
ii. Location of (Manual Call Points) MCPs, Safety Showers & pond, Fire extinguisher and ambulance point number close to the area of work.

19. UNSAFE ACTS / CONDITIONS

No contract workers shall carryout unsafe acts or disregard of normal safe working practices. Any unsafe acts / conditions pointed out by any FACT employees or from safety& Fire Department shall be immediately corrected.

The Safety Department is empowered to suspend any activity of the contractor or his workmen and send them out if they fail to follow safe system of work with information to concerned Department Head.

Any contract personnel involved in violation of safety norms will be charged with fine as indicated in the Financial Deterrent norms of FACT.

20. REPORT ON ACCIDENTS /INCIDENT/ NEAR MISSES

a. All accidents/ incidents shall be reported to Safety department through concerned engineer-in-charge / shift-in-charge immediately after occurrence.
b. Medical treatment for injured contractor's personnel will be entirely the responsibility of the Contractor. However, if required, emergency first aid treatment will be given at OHC.
c. If any injured contract personnel fails to report back on duty in 48 hours after incident, status of the injured personnel and the date of return to duty shall be informed to Engineer-in-Charge and Safety Department.
d. The contractor's personnel shall also report all near miss incidents at the work site to and Safety department through the near miss reporting boxes.
e. All Accidents/ Incidents/ First Aid cases shall be reported to safety department in prescribed format (accident report) though engineer in charge within 24 hrs.

21. PERSONAL CONDUCT

The following activities / behaviours on the part of Contractor's personnel are strictly forbidden:

a. Entering the factory premises while in possession of any type of weapons.
b. Fooling on the work, mock fighting or fighting within the factory premises.
c. Gambling within the factory premises
d. Contractor's personnel shall not pick up quarrel or get into arguments with FACT employees/consultants'/ other contractor's personnel/ any other persons.
e. Contractor's employees shall furnish / submit their security pass to safety department whenever asked to do so, and failing which it will be considered as violation of safety regulations.

22. SPECIAL CONDITIONS

1. Contractor shall arrange barricade the working area including excavations.
2. Staircases, doors or gangways, must not be obstructed in any way that will interfere with means of access or escape.
3. The contractor shall notify FACT CD of his intention to bring on site any equipment or container holding liquid or gaseous fuel or other substances, which might create a hazard. The Owner will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.
4. Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of Owner. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the Contractor shall be responsible for obtaining the same.
5. No workers/ contractors shall take rest or have food from plant premises. Sleeping and sitting below equipments/machines or in plant premises are not allowed.
6. The contractor shall employ only medically fit personnel for any work and the medical fitness certificate from registered medical practitioner shall be submitted to Engineer-In-Charge before the start of work.
7. Safety Department have the right to seize equipments, tools or PPEs used by contractors inside FACT which are non-standards or unsafe to use.
8. In addition to the Safety Regulations for Contract works, contractor shall follow all instruction of Safety department.
9. The contractor shall produce medical fitness certificate (Free from height phobia, not having BP both high & low, normal heart functioning, Free from Epilepsy etc.) of workers engaging for works at heights. The certificate shall be submitted to the Engineer-in-charge on half yearly basis. The date of medical check-up shall be within six months prior to the day of engaging worker for works at heights.

23. FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS

All contractors working in FACT Cochin Division & Willingdon Island Installations have to strictly follow safety and security regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount for violation / non adherence of various safety norms is given below.

SL No	Violation	Penalty / Fine Amount
1.	Not wearing Mandatory PPEs or wearing defective PPEs	Rs.100/- per day/item/person
2.	Non usage of trolley, flash back arrestor in gas cutting equipment or using damaged hoses for gas cutting	Rs.200/- per day/item/person
3.	Leaving gas cylinders unattended in site after completing work	Rs.200/- per day/item/person
4.	Use of non-certified lifting tools and tackles	Rs.100/- per day/item/person
5.	Failure to report accidents / incidents	Rs.300/- per day/item/person
6.	Over speeding or rash driving inside factory premises	Rs.200/- per day/item/person
7.	Intoxication / smoking inside company	Rs.1000/- per day/item/person Along with temporary barring of person from entering company for two weeks
8.	Any other serious violation of safety and security norms.	Rs.300/- per day/item/person
9.	Accidents inside factory premises with damages to property*	

**** The compensation for the damages caused will be decided by company and amount will be deducted from the bill***

First violation - warning
Second Violation - fine
Third Violation - barring of the personal

Fine amounts of safety violations will be deducted from the bills of contractors.

Signature :
Name of Contractor :

Annexure I

FACT COCHIN DIVISION

Safety Training Request

Name of Contractor:.....

W O No:..... Details of work.....

SL No	Details	Passport size Photo	Remarks
1	Name: Date of Birth: Aadhar No: ESI / Insurance No: Emergency Contact No: ☐ Contractor ☐ Supervisor ☐ Worker		
2	Name: Date of Birth: Aadhar No: ESI / Insurance No: Emergency Contact No: ☐ Contractor ☐ Supervisor ☐ Worker		
3	Name: Date of Birth: Aadhar No: ESI / Insurance No: Emergency Contact No: ☐ Contractor ☐ Supervisor ☐ Worker		
4	Name: Date of Birth: Aadhar No: ESI / Insurance No: Emergency Contact No: ☐ Contractor ☐ Supervisor ☐ Worker		
5	Name: Date of Birth: Aadhar No: ESI / Insurance No: Emergency Contact No: ☐ Contractor ☐ Supervisor ☐ Worker		

One stamp size photo shall be submitted in safety department with name written on back side for the purpose of training card. Safety Training will be on Saturdays except on national holydays. Form Shall be submitted in safety department 3 days prior to training day.

Signature Seal of Contractor

Signature and Seal of Safety Officer

FACT	FACT CORPORATE MATERIALS -CONTRACTS	Tender No. 04031/2026-2027/E34321
	SPECIAL CONDITIONS OF CONTRACT	SCHEDULE - Q

Name of Work: Maintenance of Railway Siding in FACT-CD, Ambalamedu, Kochi.

1.0 The materials, design and workmanship shall satisfy the relevant Indian Standards. The job specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specifications covering any part of the work covered in this Tender, the specifications to be followed shall be the latest FEDO specifications applicable in this region and instructions/directions of Engineer-in-Charge will be binding on the Contractor.

2.0 The contractor should engage sufficient number of workers as required so as to complete the entire work within the specified time schedule of work.

3.0 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.

4.0 The company reserves the right to terminate the contract partially or wholly at any time during the period of contract.

5.0 The work should be undertaken strictly as per instruction from the site Engineer. Final acceptance of the work will be subject to inspection by the Engineer-In-Charge.

6.0 The decisions of the Engineer-In-Charge with regard to the workmanship/priority areas/type of paint and number of coats to be applied etc. will be final and binding on the contractor.

7.0 The company will not be responsible for payment of any compensation for any hold up of works due to strike or situation beyond the control of the company.

8.0 The Contractor is bound to do works in excess of that in the schedule of quantities or extra items of works necessitated during the actual execution of work and for such works payments will be made as per the agreed rates or at the rates based on which tender is issued plus or minus tender difference as the case may be. Alterations/ additions, if any, should be done as per instructions of the Company.

9.0 The contractor should strictly observe the safety and security regulations of the company. Any loss or damage incurred by the Company on account of the contractor's failure or that of the contractor's employees to observe the security and safety regulations of the company shall be to the contractor's account.

10.0 **Agreement:**

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.

11.0 **Environment Management:**

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

Name of Work:- Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

This 'Special Requirements of Contract' form part of the contract and is to be read in conjunction with the Proforma conditions of contract. Wherever the provisions under Special Requirements of Contract are in conflict with any of the provisions under other conditions, provisions in the Special Requirements of Contract shall prevail.

1.1.0 SCOPE OF WORK

1.1.0 GENERAL

The scope of work covers the upkeep of total yard area including daily inspection of tracks, points and crossings, loco – yards, tracks at loading platform, dead ends, buffer stops, etc. Cutting grass, vegetation etc. in yard area is also included. **All materials required for the work will be issued by FACT free of cost at our General Stores or nearby Railway yard**.

All works shall be done as per the PERMANENT WAY MANUAL of Indian Railway Chapter relating to the maintenance of Permanent Way.

1.1.1 The dismantled Railway material shall be kept stacked in an orderly manner so as to not to cause any infringement to the railway shunting operations and also shall not hamper the movements of the men involved with shunting operations.

1.2.0 THE TERMS HEREIN TO PREVAIL IN CASE OF CONTRADICTIONS

1.2.1 Notwithstanding anything contrary contained in any of the correspondence, documents and discussions referred to or connected with this contract, the terms and conditions contained herein as per contractor's commitments shall prevail and shall be binding on him.

1.2.2 Contractor shall be liable and responsible for the safety and any loss, damage or injury caused to him or suffered by any of his employees, laborers, agents, subcontractors, vehicles, equipments, goods, materials or other properties by accidents or how so ever otherwise wherever and whenever, and for any claim for compensation for loss, damages or injuries to his employees, laborers, agents, subcontractors etc. He shall save company harmless and reimburse all the costs and/ or the settlements made by the Company provided that the so-called damages are proved due to the negligence on the part of contractor of his employees.

1.3.0 THROUGH PACKING

Contractor shall perform systematic through packing as per the Track Maintenance Program. This will include:

Opening of the road / rails examination of rail sleepers and fastening, squaring sleepers, slewing of track to correct alignment, gauging, packing of sleepers, repacking of joints, sleepers, boxing of ballast section and tidying etc. Each of the above operations should be carried out as detailed below:

1.3.1 OPENING OF RAIL TRACK

Ballast should be opened out on either side of the rail seat to the extents shown here under to a depth of 2" below the packing surface without disturbing the cores under the sleepers.

a) End of sleepers to 18" inside of the rail seats in the case of CI plate or pot sleepers, the opening out should be to the extent of the plates or pots to enable packing being done conveniently.

b) The ballast should be drawn by shovel or powrahs outwards and inwards ie, that portion of the ballast on the outside of the rail should be drawn outwards, the portion between the rails being drawn towards the center, care, however, shall be taken that the ridge of ballast formed between the rails does not project more than 2" above rail level.

1.3.2 EXAMINATION OF RAILS, SLEEPERS AND FASTENINGS

i) Rails should be examined, the under side for corrosion, rail joints for wear on the fish plates and tightness of fish bolts and rail ends for cracks. Kinks in rail should be removed by Jim – crowing.

ii) Sleepers should be inspected for their conditions and soundness particularly at rail – seats.

In the case of old steel sleepers, the rail – seat should be examined for cracks.

In the case of wooden sleepers, the dog – spikes and fang bolts should be examined for their firmness.

In the case of CI pot or plate sleepers, the condition and firmness or gibs, cotters and keys are broken, they are to be replaced.

1.3.3 SQUARING OF SLEEPERS

Gauge variation and kinks inevitably result from sleepers getting out of square.

i) The spacing of sleepers on the sighting rail should first be checked and correctly chalk marked. Corresponding marks should then be made on the other rail using the square at every point. The cores of sleepers that are out of square should then be picked. With the pick – ends of beaters, the fastenings loosened and the sleepers levered and squared to correct position.

ii) Squaring should be done by planting the crowbars firmly against the sleeper and pushing it. Under no circumstances sleepers should be hammered.

1.3.4 SLEWING OF TRACK TO CORRECT ALIGNMENT

i) Heavy slewing will only be required during realigning of curves when it would be necessary to loosen the rail joints and in the case of steel sleepers and CI plate or not sleepers to loosen the fastenings, the packing cores being broken with the pick – ends of beaters.

ii) Slewing of track for normal maintenance will be of small order and should be done after opening out the road, loosening the cores at ends and drawing out sufficient ballast at the ends of sleepers.

iii) Slewing of track shall be directed by the Mate who on straights should sight the rail from distance of 30 to 50m. On curves he should sight the inner rail and adjust this distance, according to the degree of curvature. Slewing is best done in the morning unless it is cloudy weather, as later on sighting conditions become unfavourable.

iv) When slewing, the crowbars should be planted well into the ballast at an angle not more than 30degrees from the vertical, otherwise lifting of track will result.

1.3.5 GAUGING

i) Gauging should only be done after assuring that sleepers are truly square. Standard keying hammers shall always be used. Beaters and heavier should not be used as this cause overdriving of keys and strained lugs on steel sleepers.

ii) The gauge should be held firm with one leg against the base rail, the other end being swiveled over the opposite rail. The tightest position obtained is the correct point to test the gauge. The gauge should not be forced as that caused considerable wear of the gauge lug.

iii) The track should be adjusted to correct gauge on the rail opposite to the base rail. The permissible slackness on sharp curves should be attained by using liners of the requisite thickness against the lug of the gauge.

iv) While it is essential that correct gauge should be maintained, it is not desirable to re- gauge frequently on the wooden sleepered road as this will result neither in spike filling the rail seats nor on the pot or plate - sleepered road as this will result in the packing getting disturbed. Where due to the age and condition of sleepers it is not possible to maintain correct gauge, it is good practice to work within the following maximum tolerances, inclusive of side wear on rails, provided uniform gauge can be maintained over long lengths:

a) On straights – 3mm tight to 6mm slack.
b) On curves up to 3mm tight to 12mm slack up to 4 degree curve.
c) On curves, sharpen than 4 degree – up to 20mm slack.

1.3.6 PACKING OF SLEEPERS

i) The base rail shall be sighted by the Mate with the eye along the edge of the rail and any dip or low joint lifted correctly. The adjacent sleepers should then be packed and the top checked. After two rail lengths have been attended to, the rail on the other side should be brought up to the correct level using the straight edge and the spirit levels, cross-levels with the straight edge and spirit level should be checked at every rail joint and at every fourth sleeper. The next two rail lengths should then be taken up and the process continued.

ii) No joint or dip should be lifted more than the proper level in the expectation that it will settle to the correct level instead it will settle more under traffic as a result of being high and cause rough running.

iii) Having aligned the track and adjusted the 'top' the gang man should be distributed to pack all the sleepers in a systematic manner commencing from one end. Four men should deal with every sleeper successively, two at each rail seat. The ballast under the sleeper should packed by the men standing back to back and working their beaters diagonally under the rail seat at the time to ensure firm packing.

iv) It is important that the men should thoroughly break the cores with the pick ends and then use the head ends, as otherwise uniform packing will not be achieved and the elasticity of the roadbed affected. After packing under the rail seat the men should pack to the requisite extents on each side of the rail seat ie, end of sleeper to 18" inside on the end of sleeper. During the packing of beaters should not be lifted above the head; all men should aim to work the beater from the same height (up to chest level) so that the sleepers are uniformly packed. Higher or lower lifting of the beater results in uneven compactness and the packing does not last long.

v) In the case of steel and wooden sleepers the packing under rail seats causes the ballast to work towards the center, before final dressing is done, it should be ensured no sleeper is center – bound by working the pick - ends over the central range. "Center – bound" sleepers tend to rock and set up 'rolling'.

vi) In the case of CI plate or pot sleepers, it should be ensured that the plates or pots are not tilted in the process of packing. On pot sleepers the ballast should finally be punned through the hole provided at the top of pot and rammed in with crowbars.

vii) The packing on the inside and outside at every rail seat should, before boxing the track, be checked by the Mate by tapping. A hollow sound would indicate defective packing, which should be attended to again.

viii) As soon as the packing is systematically completed, the alignment and top should be carefully checked by the Mate and minor adjustment carried out, the sleepers disturbed for the purpose being finally repacked.

1.3.7 REPACKING OF JOINT SLEEPERS

The joint and 'shoulder' sleepers should be repacked before boxing is done and the cross levels at joints checked. The rail joint being the weakest portion, firmness of its support is essential.

1.3.8 BOXING BALLAST SECTION AND TIDYING

After completing the preceding operations in sequence, clean ballast should be worked in with ballast forks or rakes and compactly filled between the sleepers along the rail seats.

The ballast section should be dressed to the specified dimensions a template or the yard stick being used for the purpose. Hemp cords ¼ " dia. Of sufficient length should be used for lining the top and bottom edges of the ballast section.

Where ballast is deficient of the full section, the deficiency should shown along the centre of the track and not under the rails or in the shoulders.

1.4.0 PICKING OF SLACKS

1.4.1 Slacks usually occur on stretches of yielding formation on high banks, in cuttings on approaches of bridges on badly aligned curves, where the ballast is poor in quality and where the drainage is defective.

1.4.2 As opposed to through packing, picking up slacks should be done where the alignment, top or level is incorrect, and the track has to be restored to normal condition quickly. The quantum of work turned out by a gang during the day will depend on the extent of the slacks in all cases, sighting is done, the defects assessed and marks made on sleepers to be dealt with in chalk. The marked sleepers should then be opened out and dealt with as in the case of through packing.

1.5.0 BALLAST SECTION

1.5.1 The top width of the ballast section shall be 3.25m. The top line of the ballast section from end to end shall be the top of sleeper. In the case of CI sleepered road, the top line shall be kept to the tie bar level.

1.5.2 On the outside of the curves sharpen than 3degrees the width of the outside shoulder, ie, the distance from the end of the sleeper to the outside corner of the top line of the ballast section should be increased to a maximum of 15" to afford additional lateral support.

1.5.3 The slopes at the sides of the ballast section on banks or cuttings without ballast walls should be 1 to 1.

1.5.4 On the approach line the minimum depth of ballast below bottom of sleeper

plate or pot at the rail seat should be 200mm.

1.5.5 Drainage may be obtained by providing cross fall of 1 in 40 from the centre of the formation towards the cess. On curves the formation should be made up according to the track profiles, no extra ballast being used for the purpose of super elevation.

1.5.6 Lifting of the track will become necessary during re-grading and for elimination of minor sags, which develop through improper maintenance or yielding soil. For this purpose, correct level bags should be fixed at suitable intervals.

1.5.7 Heavy lifting should always be carried out under the protection of engineering signals by not more than 75mm at a time so as to allow for proper consolidation. The ballast for this purpose should be removed and stacked separately and the track lifted on murum, sand or ash. Lifting should as a rule be carried out in the direction of the rising grade. The easing of the grade for the passage of trains should not be steeper than 25mm per rail length.

The operation should be repeated until the required level is attained when the road should be finally ballasted through packed and boxed, the cess being made up to proper level.

1.6.0 **FOULING MARKS**

It should be painted as directed by the Engineer in charge.

1.7.0 POINTS AND CROSSING – MAINTENANCE

1.7.1 At all points and crossings the gauge shall be exact, the clearances correct as prescribed in Indian Railways. **" Way and Work Manual "**, the switches and crossings in good condition and alignment, the sleepers well packed and the chairs and fastenings and all other fittings properly secured. At the toe of the switch the gauge will, however, be slightly slack between stock rails.

1.7.2 The condition of wear, top as well as side in stock and switch rails and in crossing should be carefully examined. Bent tongue rails should be straightened where possible, badly worn or damaged stock and tongue rails and crossings should be replaced by serviceable ones.

1.7.3 Stocks and tongue rails should be replaced as complete set as far as possible.

1.7.4 The leads and radius of turnouts should be correct according to the section of rail and the angle of crossing used.

1.7.5 Whenever renewals are carried out, the correct standard turn out should be provided. " Fitting – in " new materials in existing lay outs by what may be terms ' Multination of standard parts ' and the use of non – standard or improper fittings should be avoided.

1.7.6 The following are the usual defects noticed in points and crossings and should

be guarded against:

i) Loose heel block bolts, the first two bolts in the switch rail must grip, the other two in the lead rail being tight.
ii) Defective packing of sleepers causing the stock rail to settle, the switch to rise and clips to come of later.
iii) Loose crossing bolts, keys and fang bolts.
iv) Crossing bolts of incorrect length and diameter.
v) Defective packing of crossing sleepers.
vi) Incorrect clearances.
vii) Incorrectly bent fishplates for the heel of switch.

1.8.0 **DATE OF LAYING POINTS AND CROSIINGS**

The month and year of laying new or second hand points or crossings should be painted in white block letters on the webs of *switches about 600mm from the joint connected to the lead rails. When second hand points or crossings are subsequently laid at another site, the dates previously marked should not be obliterated; and indication of the total life will then be available. (* About 600mm from the heel joint and on the webs of crossings)

1.9.0 COUNTERACTION AND ADJUSTMENT OF CREEP

1.9.1 Rails have a tendency to gradually move in the direction of dominant traffic. The reason is believed to be the 'ironing out ' by moving loads, augmented by breaking loads and the impact of the wheels on the running on ends of rails, particularly when they are in a state of expansion or contraction.

The troubles caused by 'creep' are:

i) Sleepers getting out of square.
ii) Distortion of gauge.
iii) Loosening of joints.
Iv) Shearing and breaking of spikes, bolts and fish plates as a result of buckling in extreme cases

1.9.2 The following are some of the avoidable causes to which creep is attributed:

i) Uneven cross – levels.
ii) Rail not secured as tightly as required to each sleeper.
iii) Yielding road bed.
iv) Lack of proper drainage.
v) Decaying sleepers.
vi) Uneven spacing of sleepers.
vii) Badly adjusted super elevation on curves.
viii) Rails too light for the traffic they carry.
ix) Inefficient or badly maintained rail joints.
x) Scant or excessive provision for rail expansion.
xi) Defective packing.
xii) Poor or insufficient ballast.
xiii) Improper use of train breaks.

1.9.3 Careful maintenance of the track, particularly in regard to the driving home of all

spikes and keys and the continued careful packing of slacks as soon as they appear, should assist in reducing creep.

1.9.4 With steel – trough and CI plate sleepers no trouble is experienced. On CI pot or wooden sleepered road, careful watch should kept for a series of jammed joints. Not more than 6 should be permitted continuously.

1.9.5 For track laid with wooden and pot sleepers and such other where creep is excessive, Creep Registers should be maintained by contractor. Creep – Indication Posts Square to the track should be erected on either side of the cess at intervals of about half a kilometer. These may be unserviceable rail pieces with chisel marks square to the joints and have painted on one of them the date creep was last adjusted. The top of the posts should be about one inch above the rail level and the amount of creep one way or the other measured from a fishing cord stretched over the chisel marks.

1.9.6 Creep Registers should be maintained in a form, which will show clearly the amount of creep occurring on any section. Entries should be complete as regards mileage, section and length of rail, sleeper density, type and number of anchors per rail length if used, periodical readings of creep one way or the other with dates should be recorded with dates when last adjusted and, in case additional anchors are fixed, their disposition and dates of fixtures.

1.9.7 Creep in excess of 6" shall not be permitted. Adjustments should be carried out as necessitated. Cross expansion lines shall be used for the purpose.

1.9.8 Creep on cast iron plate sleepers should be counteracted as follows:

i) On plate sleepers fitted with two - way keys all keys should be driven alternatively in opposite direction.

ii) In the case of plate sleepers of the type, which do not have two – keys, the sleepers should be arranged in track so that the keys can be driven in the same way.

1.10.0 ACTION ON BUCKLING OF TRACK

1.10.1 A special watch should be kept on lengths where a wooden or pot sleepered road butts against CST – 9 or steel trough sleepered road.

1.10.2 If owing to creep or other causes, a number of successive rail joints have closed up or if the joints are rusted, there is a possibility that the track may be distorted or 'buckled' in pot weather. Such a series occurrence could be attributed to neglect of track maintenance.

1.10.3 If buckling does occur or appears imminent, the track should be slewed to flat reverse curve. On curves, the track should be slewed outwards.

1.11.0 LUBRICATION OF RAIL JOINTS

1.11.1 The purpose of lubricating rail joints is not only to facilitate expansion of rails but also to retard the inherent feature of wear on fishplates.

1.11.2 A stiff paste of plumbago (graphite) and cheap kerosene oil, made up in the proportion as approved. Black oil or reclaimed oil for fish bolts and nuts may be used manually.

1.11.3 The lubrication of rail joints and reversing of fish bolts should be carried out as follows:

i) Unscrew the nuts and remove the fish plates on the nut side leaving the other fish plate and bolts in position.
ii) Clean the fishing surfaces of the fishplates and the rails with a wire brush lubricate and replace the fishplate.
iii) Take out fish bolts, one at a time and put each back, after oiling in the reverse position.
iv) Treat the other fishplates and fishing surface of the rail similarly.
v) Replace nuts and tighten to the extent possible with the standard fish bolts spanner without overstraining the bolts.
vi) Two joints opposite each other shall not be opened out the same time. It should be particularly noted that at no time during the operation there is less than one fishplate and three fish bolts without nuts connecting the two rails.
vii) Both the fish plates should be fixed and at least one fish bolts and nut on either side of each joint should be tightened when a train / load is approaching the site of work. This must be done before the banner flag protecting the site of work is ordered to be removed.

1.12.0 SLEEPER RENEWAL

1.12.1 Laying

Sleepers shall be laid and maintained square to the rails on straights and radial on curves.

1.12.2 WOODEN SLEEPERS

a) The average life of wooden sleepers varies according to the kind of timber. In the interest of both safety and economy, it is essential that wooden sleepers more than 5 years old be thoroughly inspected every year according to the following procedure.
b) Imperfect packing is the cause of the majority of break - ages of cast iron plates or pots. Defective plates or pots should not be boxed with ballast until replaced.
c) Cast iron plate or pot sleepers tend to corrode in the channels through

which the tie bar passes. To prevent tie bars from corroding into a solid mass, alternate tie bars should be drawn out of the sleepers and treated with coal tar for 2' at each end between the cotter bolts and replaced at intervals dependent on such conditions as type of soil and rainfall.

1.12.3 END – BINDING

To save hard wood sleepers from splitting, the ends after being pressed shall be bound firmly with wire, hoop iron or clips as and when required.

1.12.4 ADZING

a) When wooden sleepers are used without bearing plates the rail seats should be adzed to a slope of 1 in 20, planed for the section of rail with the correct template and treated with coal tar or creosote.

b) When bearing plates or chairs are used, it should be ensured that the seating is adzed or planed to ensure even bearing and that the two bearings are truly in the same plane.

c) For treated sleepers, adzing should be done before treatment.

1.12.5 AUGURING

a) Spike holes should be bored vertically and right through the sleeper. The size of augur for boring should be as follows:

15mm dog – spikes with deodar or soft wood sleepers -

15mm. 15mm dog – spikes with deodar or hard wood

sleepers -15mm.

During the process of boring the tips of augurs should be frequently dipped in oil to facilitate work. When sleepers are being bored outside the track, correct template should be used. When being bored or re - bored while in track the auguring should be done correctly with the gauge and held in position.

b) The holes after being bored should be given a coating of coal tar or creosote.

c) For treated sleepers, the boring should be done before treatment.

1.12.6 USE OF BEARING PLATES

MS bearing plates need not be provided on hard wood sleepers except on:

i) All sleepers in girder bridges.

ii) All sleepers of turnouts.

1.12.7 SPIKES AT RAIL SEATS

a) The number of spikes per rail seat should be as given below:

i) All joint sleepers, bridges sleepers, turn out sleepers – four.

ii) Intermediate sleepers on curves primary lines – three, two outside and

one inside secondary and tertiary lines – two.

iii) Intermediate sleepers on straights on primary, secondary or tertiary plans.

b) The sleeper spacing on straights and curves shall be in accordance with approved plans. Rail joints shall be suspended and joint sleepers spaced as closely together consistent with good packing. The maximum space between the joint sleepers on centres shall not exceed for wooden and for CST – 9 and steel trough sleepers, followed by greater spacing between the shoulder and the joint sleeper and increased spacing between intermediate sleepers.

c) On plate sleepers fitted with two - way keys, all keys should be driven alternately in opposite direction. In the case of plate sleepers which do not have two – way keys, sleepers should be so arranged that the keys could be driven in opposite direction over alternate sleepers.

d) On steel sleepers the keys on the outside and those on the inside should be driven to the same extents respectively, unless this achieved during laying, adjustment of gauge in the course of maintenance would necessitate slewing of sleepers one – way or the other end re – keying. Untreated wooden sleepers shall be laid with sapwood on top and heartwood below. Treated sleepers shall be laid with heartwood on top and sapwood below.

1.12.8 Gauge

On straights and curves up to and including the gauge shall be neat, ie, exact.

1.13.0 RE-SPACING SLEEPERS

1.13.1 For re - spacing of wooden sleepers, the dog – spikes should be loosened just enough to admit of the sleeper being shifted.

1.13.2 When re spacing cast iron or steel trough sleepers the keys should be removed and the packing core broken before shifting the sleeper.

1.14.0 INSPECTION AND RENEWALS

1.14.1 When two spikes are used, the outer ones should be in line on one side and the inner ones in line on the other side of the centre line of the sleeper.

1.14.2 Where cast iron anchor plates are used on intermediate sleepers for arresting creep, the number of round spikes or fang bolts per plate should be four.

1.14.3 Dog – spikes should be dipped in coal tar before use. If it is necessary to draw and re drive spikes or to drive spikes in holes other than those freshly bored,

such spike holes should first be carefully plugged with well fitting tarred wooden plugs and re bored before spikes are driven.

1.14.4 Enhanced life from 'spike – killed' sleepers should be obtained wherever possible by laterally shifting to a small extent and providing new rail seats.

1.15.0 SIDE AND CATCH WATER DRAINS

1.15.1 a) For the efficient drainage of every cutting and in certain cases of the surroundings of the cuttings, side and catch water drains should be varied in type according to the nature of the cutting and in size according to the volume of water catered for.

b) Adequate openings to take the full flow of side drains should be provided under level crossings where they exist in or at ends of cuttings.

1.15.2 The efficient maintenance of ballast walls includes the regular cleaning of weep of holes, the provision of weep holes where none exist and rebuilding where necessary.

1.15.3 The annual cleaning of side and catch water drain should be carried out as per specifications.

1.16.0 MAINTENANCE OF RAILS

1.16.1 The efficient maintenance of rails depends on:

i) The efficiency of fastenings.
ii) The efficiency of the packing and the correct spacing of the sleepers.
iii) The provision and maintenance of correct expansion spaces.
iv) The lubrication and fishing of the joints.
v) The correct maintenance of the gauge and cross-level.

1.16.2 BENT RAIL, KINKED RAILS

Bent rails usually caused by careless handling shall, on no account, be put into the road; those should be straightened with jim – crow before being laid. Kinked rails in the track shall be jim – crowded in position, the keys or dog – spikes of at least four sleepers in either spacing side of the kink being removed during the operation.

1.16.3 HOGGED RAILS

A hogged rail is one with its end or ends having a permanent set. A hogged rail end in the track is ascertained by unfishing the joint, removing the fastenings and measuring the extent of the hog at the rail end by placing a two feet long straight edge over the rail table with one and above the end of the rail. Adequate attention should be paid to the joint sleepers in regard to their spacing and proper packing to prevent hogging of rails.

Joints with worn fishing plates shall be improved by the use of tapered shims or reconditioned fishplates if required.

1.16.4 CRIPPLING AND BATTERING OF RAIL ENDS

The impact of wheels on the running on end of a rail causes the rail end to be hammered down particularly if the fishplates do not fit snugly. Hopping of rail ends occurs where the joint sleepers are improperly spaced of loosely packed for long periods. Wear also occurs on the fishing plates at joints, particularly, if lubrication of rail joints has been neglected.

1.16.5 STACKING OF RAILS

In stacking rails, care shall be taken that

i) The ground is levelled.
ii) The rails are supported at least at four points in their length.
iii) Rails of one section and of one length are stacked separately.

1.17.0 AVOIDANCE OF JOINTS AT LEVEL CROSSINGS AND CULVERTS

A joint in the track is the weakest spot; joints should therefore receive greater and sustained attention;

i) On a level crossing.
ii) On short spans of any type.

1.18.1 CAREFUL USAGE OF FISH PLATES

The hammering of fishplates should be strictly forbidden. When adjusting creep, the correct method is to loosen the fastening and if the rail cannot be moved, to gently hammer against the fishplate with a wooden piece interposed.

1.18.2 TIGHTENING FISH PLATES

Over tightening of fishplates shall be avoided. Fish bolt spanners of standard length 2'3" to 2'6" be used.

1.18.3 COMBINATION FISH PLATES

Rails at such joints should butt against each other and fish bolts tightened.

1.19.0 USE OF SHIMS

Tapered shims of the correct size may be used where the wear in the fishing planes is appreciable. The size should be arrived at by the use of feeler gauges in the fishing planes.

1.20.0 **REPLACEMENT OF FITTINGS**

Contractor shall replace bolts, fittings, dog – spikes, fish bolts at his cost from time to time as and when required. However, the material for renewal of rails, sleepers, ballast, packing material etc. where already completed and found deficient during the period of maintenance shall be provided by FACT (CD) and the labour shall be provided for this purpose by contractor at his cost.

Contractor shall clear the jamming of track immediately as and when required to avoid any mishap.

1.21.0 **CONTRACTOR'S LIABILITY**

Contractor shall do, execute, carry out and perform ancillary and incidental services and operations as may be necessary for the purpose of this contract or as may be directed by FACT from time to time. If due to negligence attributable to contractor or due to any failure on his part in exercise of due diligence, care or caution or due to non – compliance of any of the provisions or directions given by FACT and FACT is required to pay any penalty, suffers any loss / damages or incur any expenditure, contractor shall be liable to reimburse such loss or damage or expenditure.

1.22.0 **WORKING TOOLS**

Necessary inspection tools and welding tools required for the work shall be brought by the contractor and necessary mechanical appliances shall be brought by the contractor as and when required.

1.23.0 **WORK SUPERVISION**

Contractor shall engage qualified supervisor for the daily examination of entire track and report to the representative of FACT in writing in case of any defect / damage to track or any dangerous condition affecting traffic movement. Contractor's supervisor shall supervise all the labour engaged and the quality of work carried out by them.

1.24.0 **WORKS DANGEROUS TO TRAFFIC**:

When any work dangerous to traffic is required to be undertaken by the contractor, the work has to be planned in one day advance and programme of work is approved by Engineer – in – Charge, so as to plan the operations of loading / unloading. Contractor shall take all possible precautions such as providing red flags, banner flags or hand signals.

The contractor shall deploy all the sources for restoration of traffic after the accident at a short notice. Sufficient labour (Payment for labour will be made as per relevant item of schedule) with tools and tackles shall be provided by him for restoration of track in its original shape and re–railment of track / engines / wagons within a reasonable time. The Company will, however, render assistance in supplying crane with operators and riggers. The

restoration work shall in no case be delayed for any reasons of disputes based on the on - spot examination of the site of accidents. The joint observations followed by an enquiry constituted by the Railway under the rules shall determine the cause of accident, which will be binding on the parties. This however, does not prevent the acceptance of responsibility if the cause, prima –facie is established.

All the unserviceable materials collected at the time of work / accident shall be transported by the contractor at locations decided by FACT without any additional cost.

IMPORTANT NOTES

1. Agency will have to employ manpower having experience of similar work.
2. The Contractor will work in close liaison with FACT / Traffic Department / loco staff / Railways. The responsibility also includes clearance of track for safe and uninterrupted movement and certification by railway authorities, if required as and when.

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.

CREDENTIALS & ELIGIBILITY / PRE-QUALIFICATION DETAILS

(To be filled by the Bidder)

Name of work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.
Tender No: 04031/2026-2027/E34321

1. Bidder Details

Particulars	Details
Name of Bidder	
Registered Address	
Contact Person	
Mobile No.	
E-mail ID	

2. Earnest Money Deposit (EMD)

Particulars	Details
EMD Status	Applicable / Not Applicable
EMD Receipt No., Date & Amount	
Details of document in support of EMD Exemption (if applicable as per Instructions to Bidders)	

3. Technical Pre-Qualification Criteria

A. Experience Details

Sl.	Work Order No. & Date	Client	Description of Work	WO Value	Completion Date	Completed Value	WO Enclosed	Completion Certificate enclosed
1								

2								
3								

4. Financial Criteria

A. Annual Turnover

Financial Year	Annual Turnover (₹ in Lakhs)	Documentary Evidence
2025–2026		
2024–2025		
2023–2024		
2022–2023		

Average Annual Turnover for the Last Three Financial Years: _____ Lakhs

Documentary Evidence (Tick whichever is applicable):

☐ Audited Balance Sheet
☐ Certificate of Turnover issued by a Practicing Chartered Accountant
☐ Copy of Income Tax Return filed by the bidder

B. Solvency Certificate

Certificate Date.	Amount (₹)	Issued By
NA		

5. Other Documents

Sl.	Document	Submitted (Yes/No)
1	Integrity Pact	NA
2	Unpriced Bid	

3	Compliance Statement	
4	Any Other Document(s) Specified in the Tender	

6. Statutory Registrations

Registration	Registration No.	Certificate Enclosed (Yes/No)
GST		
PAN		
EPFO		
ESI		

Declaration

I/We certify that the information furnished above is true and correct to the best of my/our knowledge. The supporting documents enclosed are authentic, and any information found to be false or misleading may result in rejection of our bid.

Place	Date

Signature and Seal of the Authorized Signatory

UNPRICED BID **SCHEDULE F1**

Please do not fill in Rates in this Bid format. Kindly indicate "Quoted/Not Quoted" in the column provided.

Dear Sir,

Sub:	Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.
Ref:	Tender No. 04031/2026-2027/E34321

UNPRICED BID

Sl No.	Description	Unit	Qty	GST	RATE
1	Daily inspection by Key man (1 No.) for the entire rail track. The inspection should cover examining of the rails & fishplates; bolts, sleepers and fastening of rail joints for wear & tear, tightening of keys, fish bolts and all associated jobs as per deptl. Instructions.	DAY	365.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
2	Through packing of track and lifting of track to get sufficient cushion below all type of sleepers including clearing vegetation, aligning, leveling, grading, squaring of sleepers and consolidation, maintaining of gauge, level and alignment, putting back all fittings, boxing of ballast etc. and all associated jobs as per departmental instructions.	M	7840.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
3	Maintaining points and crossings to correct lines and levels by through packing of sleepers, aligning, leveling, squaring of sleepers and lubricating the switch sliding chairs, boxing of ballast, clearing vegetation etc, for the smooth rail traffic movements with all labour charges, tools etc. complete as per departmental instructions.	NO	8.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
4	Lubrication of fishplates after dismantling the plates from both rail joints in a track (two pairs) and refixing by bolting with all labour charges, tools and materials etc. complete.	NO	636.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
5	Labour charges for replacing the existing sleepers with PSC sleepers of standard size supplied by FACT-CD including collecting the same from FACT-CD Stores/site, removing the existing damaged sleepers/fittings from track and returning the removed materials to FACT-CD scrap yard including cost of conveyance, refixing the PSC sleeper in new/old location with necessary removal of earth/ballast in track length, as per railway standards, including putting back the track in service condition.	NO	40.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
6	Labour charges for replacing the Track rails including fishplates, bolts, fittings etc.supplied by FACT -CD including collecting the same from FACT-CD Stores/Yard, removing the existing rails and damaged fittings from track and returning the removed materials to FACT-CD scrap yard including cost of conveyance, fixing the new rails and other items in track length as per railway standards including putting back the track in service condition.	M	104.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
7	Labour charges for replacing the Wooden / CI Pot /ST / CST-9 sleepers with spare sleepers/fixtures supplied by FACT-CD from the railway siding including collecting the same, removing the existing damaged sleepers/fittings from track and returning the removed materials to FACT-CD scrap yard, fixing the spare items in track length as per railway standards including necessary removal /repacking of sand/metal ballast and putting back the track in service condition.	NO	20.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
8	Providing of special skilled Gang man for emergency works / accidents in all shifts with necessary tools.	NO	80.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
9	Drilling new holes to correct size to the rails to suit the fish bolts including chamfering bolt holes etc. under traffic/no traffic condition and protecting the track etc. complete wherever necessary using Contractor's labour, machines, consumables etc.	NO	16.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
10	Removing the fish plates (If required) and cutting the rails with hack saw blade / cutting machine truly vertical to the bottom flange at the required length etc. as directed by the Engineer in Charge of the work, using Contractor's labour, machines, consumables etc.	NO	8.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
11	Oiling and greasing the elastic rail clips and MS inserts after removing the rail clips from inserts and refixing with all materials and labour charges as per departmental instructions.	NO	18000.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
12	Taking, conveying and spreading the ballast stacked at railway siding to the track using trolley etc. with a lead up to 2 KM	M3	16.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
13	Taking out and transporting the rail scrap materials from railway siding and depositing the same at company scrap yard after weighing in company weigh bridge (The machinery required for the work shall be in the scope of contractor)	TO	16.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
14	Replacing the grooved rubberpads of rails after taking out the damaged pads by lifting the rails and fastening the rails after completion of the work with all labour charges etc. complete.	NO	1000.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**
15	Providing Man mazdoor for clearing the waste accumulation & other debris from railway tracks especially chute area , clearing grass ,bushes etc from track premises or any other work not included in other items as per departmental instructions	NO	86.00	**Quoted/ Not quoted**	**Quoted/ Not quoted**

Place: Name of the Bidder:
Date: Signature of the Bidder:

CREDENTIALS & ELIGIBILITY / PRE-QUALIFICATION DETAILS

(To be filled by the Bidder)

Name of work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.
Tender No: 04031/2026-2027/E34321

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EMD Status	Applicable / Not Applicable
EMD Receipt No., Date & Amount	
Details of document in support of EMD Exemption (if applicable as per Instructions to Bidders)	

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3								

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Certificate Date.	Amount (₹)	Issued By
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3	Compliance Statement	
4	Any Other Document(s) Specified in the Tender	

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EPFO		
ESI		

Declaration

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Place	Date

Signature and Seal of the Authorized Signatory

FACT	**COMPLIANCE STATEMENT**	**Tender No. 04031/2026-2027/E34321**

Name of Work: Maintenance of Railway Siding in FACT-CD Ambalamedu, Kochi.

We state that our offer against Tender No: 04031/2026-2027/E34321 is in full compliance with the documents issued without any deviations and we have read and understood the Notice Inviting Tender, Instructions to Bidders, Special requirements of the contract and Proforma contract with schedules attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date: (Seal)