

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CORPORATE MATERIALS, PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL- COCHIN – 683 501(KERALA)
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Website: <http://www.fact.co.in>


E-Tender for Supply of Skilled Manpower for SAP ABAP Software Support.

Enquiry No. MM/ 181/E24525 dated 20.12.2021

FACT invites Online Bids (TWO PART) from vendors who have experience in rendering SAP ABAP support services through <https://eprocure.gov.in> portal for a period of TWO years. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bid is **04.01.2022 / 03.00 PM.**

-Sd/-
Asst. General Manager (Materials)-T&S

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NOTICE INVITING e-TENDER

- 1.0 FACT invites online bids (two part) through <https://e-procure.gov.in> portal, from vendors who have experience in rendering SAP ABAP support services.

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


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

2.0 **General Information**

Enquiry No.	MM/ 181/E24525 20.12.2021
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	04.01.2022 / 03.00 PM.
Date & Time for opening of Part A of the Bid.	05.01.2022 / 03.30 PM.
Contract Period	TWO years from the date of commencement of work as per Work order/ Letter of Intent.
Name of Work/ Description.	Contract for Supply of Skilled Manpower for SAP ABAP Software Support as per the terms and conditions and scope of work attached.
EMD	As per clause 7.0 of Instructions to Bidders
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr. Julian R, Tel: +91 484 256 8260, e-mail: julian@factltd.com

3.0 **TENDER DOCUMENTS (e-TENDER)**

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

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4.0 PRE QUALIFICATION CRITERIA: Pre-qualification criteria to be met by bidders-

Bidders are required to qualify each of the following Pre-Qualification Criteria to become eligible for the evaluation of Techno-Commercial bid.

Criteria : 1

Bidder should be a registered company in India for providing IT Services under the Companies Act 1956. Bidders should also have at least 5 years of presence in IT Service in India as of 31st March, 2021. Bidder should have a registered office in India with a valid GST registration.

Documents Required from the Bidder

- a. Certificate of Incorporation and Memorandum & Articles of Association
- b. GST Registration Certificate

Criteria : 2

The bidder should have at least 10 numbers of Technical resources on their payroll as on Tender date having minimum 3 years' experience in software development in SAP ABAP domain.

Documents Required from the Bidder

The bidder should submit undertaking from the authorized signatory/company secretary giving details of Technical resources.

Criteria : 3

Bidder should have executed at least one similar contract for supply of SAP ABAP Technical resources for a minimum duration of 1 year in an organisation having SAP ECC 6.0 implementation (EHP4 or higher version) during any of the preceding FIVE years as on Tender date.

Documents Required from the Bidder

The bidder should submit copy of Work Order and certificate from Client.

Criteria : 4

- a. The bidder should have average annual financial turnover of a minimum of ₹ 55 lakhs from SAP ABAP support services activities during the last three consecutive financial years as per their audited accounts, as on bid submission date.

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- b. The bidder should have positive Net worth as per latest audited balance sheet in Financial Year 2018-19 or Financial Year 2019-20.
- c. Bidder shall not be under liquidation, court receivership or similar proceeding.

Documents Required from the Bidder

- a. Certificate from Chartered Accountant that the bidder has average annual financial turnover of minimum ₹ 55 lakhs for SAP ABAP support services for the last three consecutive financial years as per their audited accounts, as on bid submission date.
- b. Copy of Audited P & L accounts and Balance sheets of immediate last three consecutive financial years as on bid submission date.
- c. Undertaking from the authorized signatory/company secretary of the bidder that the Bidder is not under liquidation, court receivership or similar proceeding.

Criteria : 5

Bidder should not be currently blacklisted or should not be put into a Holiday List by any State/Central Government/Public Sector Undertakings (PSU) as on the bid submission date.

Documents Required from the Bidder

A certificate from the authorized signatory/company secretary of the bidder that the bidder has not been blacklisted nor put on Holiday List by any Central/State Government/ PSUs.


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

5.0 SCOPE OF WORK:

Please refer Special Terms and Conditions (Annexure III).

6.0 EVALUATION OF BIDS:

- 6.1 Evaluation of bids: Evaluation of bids and determination of the L1 bidder shall be based on the lowest total value as given in the price bid format.
- 6.2 In case more than one bidder becomes L1, based on the evaluation method as per above, contract will be finalized based on revised lower rates which will be obtained from the L1 bidders in sealed covers. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.


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- 6.3 The lumpsum rate quoted per month for the work shall be inclusive of all the costs towards payments, all establishment costs, salaries paid to the consultants, PF,ESI or other remittances on behalf of the consultants etc., but excluding GST. GST if applicable, will be payable extra by FACT as per statutory notification. Bids not complying with the above will not be considered.
- 7.0 **Security Deposit-** Please refer clause 8 of Special Terms and Conditions (Annexure III).
- 8.0 **GENERAL**
- 8.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 8.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 8.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 8.4 Any information on site familiarization/nature of work, if required by the bidders, can be had from the Asst.General. Manager (CS), FACT CS HO ([Tel:0484-2567310](tel:0484-2567310))
- 8.5 The vendor shall offer the rate per man month for a period of 24 months with 2 persons per month and a total of 48 man months during the said period as per Price bid format.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Asst. Gen. Manager (Materials)-T&S

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List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	<i>Annexure I</i>	<i>Instructions to Bidders (e-Tender)</i>	6
2	<i>Annexure II</i>	<i>Vendor data updation (Declaration) Form</i>	3
3	<i>Annexure III</i>	<i>Special Terms and Conditions</i>	6
4	<i>Annexure IV</i>	<i>Standard Terms and Conditions of Contract</i>	4
5	<i>Annexure V</i>	<i>Compliance Statement</i>	1
6	<i>Annexure VI</i>	<i>Unpriced copy of Price bid format</i>	1
7	<i>Annexure VII</i>	<i>Price bid format (BoQ)</i>	<i>Separate Excel Sheet Attached</i>
8	<i>Annexure VIII</i>	<i>Bid-Security Declaration</i>	1
9	<i>Annexure IX</i>	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
10	<i>Annexure X</i>	<i>Proforma of Agreement</i>	1

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ANNEXURE – I**INSTRUCTIONS TO BIDDERS (OPEN E-PROCUREMENT)**

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :
The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala
- 4.0 **SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**
- 5.0 Bid documents shall consist of Part-A and Part B as detailed below:

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


1. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

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

- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

- 6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

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7.0 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

- 7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Number by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.
- 7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises(MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration Numbers on CPPP is mandatory, failing which bidders may not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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


This tender is non-divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidder must

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certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

11.0 Rates:

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

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

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

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

12.0 SECURITY DEPOSIT:

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


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

13.0 PURCHASER'S RIGHT:

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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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

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

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

The supplier/contractor shall do the following:

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


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

In case FACT incurs any liability (like interest, penalty etc..) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical

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specifications.

- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.


17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II**Vendor data updation (Declaration) Form**

[TENDER NO: MM/ 181/E24525 dated 20.12.2021]

(Please use additional sheets, if space is insufficient)

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

1. Name of the Bidder:
2. Address:
4. Name /Designation of contact person
Telephone No: _____ Fax No: _____
Mobile phone No: _____
5. Constitution (Please tick): Proprietorship / Regd. Partnership/ Limited Company/
 Private Limited/ Public Sector
6. Date of Registration (Attach copy of Registration Certificate), if any.
7. Category:
i) Whether the entrepreneur comes under the following status (please tick)
 Micro / Small / medium


*** In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders may not be able to enjoy benefits as per PP Policy for MSME order, 2012.**

- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.
 SC / ST

8.0 Financial Worthiness

- i) Name Address & Tel. No. of Bank with which the Bidder has financial dealings:
- ii) Details of credit limits/ facilities enjoyed.
(Please submit Scanned copy of Certificate from the Bank)

Sl. No.	Name of the Bank	Type of credit (i.e C/C, O/D etc.)	Amount of Credit Limit Sanctioned Rs.
1			
2			

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- 8.1 Details of Profit & Loss Account and balance sheet
(Please enclose Scanned copies for the preceding three financial years (duly audited))
- 9.0 As required in PQ criteria no 3 of Notice Inviting Tender, bidders experience in any of the previous five years as on the date of tender shall be furnished as per the format below (Attach copy of Work Order and certificate from Client).


Name of the Organisation	Description of work with Work Order No. & Date	Turnover / Value of Work Order(s) in Rs.				
		Year 1	Year 2	Year 3	Year 4	Year 5

10. Have you ever been blacklisted by any Government: Departments, Public Sector, Quasi Government Undertaking.
11. **Time required for commencement of work from date of our Work Order/Letter of Intent(LOI):**Days.
12. Permanent Account Number (PAN) of bidder:
(Attach scanned copy of PAN Card)
13. Bidder shall attach a scanned copy of the latest Income Tax return filed by the Bidder.

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

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

14. Following documents shall be enclosed along with Part-A of Bid
- Scanned copy of Proof of constitution of firm.
 - Scanned Copy of Permanent Account Number (PAN) Card.
 - Scanned Copy of GST registration.
 - Scanned Copy of latest Income tax return filed by Bidder for the previous assessment year.
 - Scanned Copies of Balance sheets, Profit & Loss Account for previous 3 years.

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DECLARATION

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

Date:

Name of the Bidder:

Place

(Seal)

Signature of the Bidder:

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



Annexure-IIISPECIAL TERMS AND CONDITIONSDEFINITIONS:

- A. FACT - Shall mean The Fertilisers And Chemicals Travancore Limited.
- B. Vendor - Shall mean the company with whom FACT has entered into the contract for subject work.

1. Introduction.

The Fertilisers and Chemicals Travancore Limited (FACT), is a Government of India enterprise with an annual turnover of around ₹3,200 Crores. FACT is a multi-divisional organisation having operations related to manufacture of Fertilisers & Chemicals, Engineering design & Consultancy, Fabrication and also a Marketing operation network spread over 5 southern states of India.

FACT intends to engage an IT Service Provider to supply Technical resources with experience in SAP ABAP programing for a period of two year at its Computer Services Centre located at Cochin, Kerala.

2. SAP implementation in FACT

The SAP ERP system landscape at FACT consists of SAP ECC 6.0 EHP8 and Enterprise portal (EP) 7.50 running on SUSE Linux with Oracle 12c database as backend. The following modules/products of SAP ERP system are currently in use at FACT.


- Materials Management (MM)
- Sales and Distribution (SD)
- Finance and Controlling (FICO)
- Production Planning (PP)
- Plant Maintenance (PM)
- Quality Management (QM)
- Project Systems (PS)
- Human Capital Management (HCM)

The SAP implementation runs in a three system landscape having Development, Quality and Production Servers from the data centre located at Udyogamandal, Cochin. The Production system of both ECC and EP is configured in a high availability cluster.

FACT has extensively customized standard SAP environments by undertaking developments (user exits, dialog programs, reports, RFCs etc.) in SAP Netweaver platform using ABAP/Web Dynpro etc. Application development is presently being done by FACT in-house team complemented by outside resources.

3. Scope of Work

Supply of TWO numbers of qualified and experienced technical resources for software development using SAP ABAP/ABAP Web Dynpro in SAP Netweaver Environment for a period of 2 years (48 Man Months)

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Place/Site: Location of resource shall be at Computer Services Centre, FACT-Head Office, Udyogamandal, Kochi, Kerala

4. Qualification of Technical resources

The resource should possess the following minimum qualification

B.E or B. Tech or MCA in Computer Science or Computer Engineering or Information Technology.

OR

B.E or B. Tech in any discipline with SAP Certification for ABAP programming with SAP NetWeaver.

Experience

- a) Should have minimum of 3 years of experience as SAP ABAP/WebDynPro developer and should be below 40 years of age.
- b) Should be experienced in development of applications using ABAP, ALV grid, BADI, user exits, module pool, Smart Forms, BDC, LSMW, SAP Script, SAP query, RFC, BAPI, Function modules, WebDynpro, ABAP OOPS, JSP, HR-ABAP, API development and other related technologies.
- c) Has experience in developing ABAP programs for at least two of the following functional modules in SAP viz. MM, FICO, SD, HCM, PP, PM, QM is required.

Skill Sets


- Should possess excellent programming skills
- Should be able to effectively debug programs, identify bug fixes / performance bottlenecks and improvements.
- Should be able to prepare detailed technical document as per template provided by FACT
- Should have worked in medium scale projects
- Should be having good communication skills.

Roles and Responsibilities

- The Developers should understand the functional requirements and undertake application development as per specifications given by FACT's COE Team..
- They will adhere to standards laid down by FACT for software development, documentation, testing etc.
- The developers will carry out coding and carry out unit testing, interact with FACT team members for implementing solutions.
- Knowledge transfer to in-house development team of FACT along with documentation.
- Should create and maintain proper technical documentation of all developments.

5. Terms and Conditions

- a) The resources deployed at FACT should be permanent employees of the bidder. CVs of the resources to be assigned to FACT should be enclosed along with the bid.

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- b) The resources shall follow the working days of and entry/exit regulations as applicable to employees of FACT in Computer Services Centre (CSC)-Head Office. Holiday list of the CSC employee will be applicable to resource.
- c) The resources will be normally required to work from 9 AM to 5 PM with 30 minutes lunch break on all normal working days of Computer Services Centre at FACT. The resources may also be required to work beyond these working hours depending on work requirement and these extra hours will not be considered for any additional payment.
- d) The bidder would be required to provide the CVs of the resources for acceptance by FACT before placement.
- e) FACT reserves the right to conduct telephonic/face-to-face interview/conduct test with the resources proposed.
- f) FACT reserves the right to assess the competence of personnel before they are deputed to FACT and also during execution of work. In case the performance of the resource is not in accordance with FACT's requirements, the bidder shall immediately arrange a mutually accepted replacement within 15 days.
- g) Without consent from FACT, bidder will not withdraw any resource from FACT site.
- h) In case the bidder has to change a resource, the bidder is expected to proactively complete knowledge transfer to new resource. For this period FACT will pay only for one resource. The duration of knowledge transfer must be for the minimum period of 1 week.
- i) Bidder shall endeavour to take all steps to counsel their resources in FACT on a monthly basis.
- j) Bidder shall do a Quarterly review of the performance of its resources deployed at FACT and also seek formal feedback from FACT about each resource in a format mutually agreed upon by Party and FACT. This feedback form will necessarily include the point "Discipline and Punctuality". This will be considered as an important criteria during Performance Evaluation and replacement may be asked if resource does not perform against this criteria.
- k) Bidder shall ensure that Resource maintain a day-wise time-sheet detailing the Resource's Name, Projects worked on and jobs carried out for the month. This sheet shall be necessarily submitted by Party along with the Invoice.
- l) Bidder shall nominate a single point co-ordinator from his side for FACT for all communication and procedural activities.
- m) The resources engaged by FACT will follow the normal code of conduct applicable to staff of FACT. In addition to this, they will not be in possession of removable storage devices like pen drive and other data storage devices while at work in FACT premises.

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- n) Absences of any contract personnel on a working day of FACT shall be only on the basis of prior approval of officer concerned in FACT Computer Centre. No payment will be eligible for days of absence. While applying for absence, contract personnel shall ensure that at least one personnel will be present on all working days and normal working hours of FACT.
- o) Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract.

6. Termination of Contract:

FACT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate the Agreement for services in whole or in parts:

- a) If the Bidder fails to deliver either the whole or part of the services as defined in scope of work within the time period(s) specified in the agreement.
- b) In the event FACT terminates the Agreement, FACT may procure the services from anyone in such manner as it deems appropriate. It will be done at the risk and cost of the Bidder.
- c) For convenience the notice period shall be 30 days.

7. Payment Terms.

- a) The payments will be made on monthly basis towards the services rendered. The successful bidder shall submit the invoice along with the time sheet certified by Authorised personnel of Computer Services Centre, FACT-HO on or before 10th of subsequent month. The payment will be made within 30 days from the receipt of the invoice. No advance payment will be made.
- b) No other expenses (e.g. conveyance, accommodation etc.) will be paid by FACT.
- c) Leave requests would have to be sanctioned by FACT. However leave days will not be charged to FACT.
- d) The number of working days for Computer Service Centre, FACT in the calendar month will be taken for assessment of man month.
- e) Monthly payment will be calculated as follows :

$$\frac{\text{Man Month Cost} \times \text{No. of regular days for the resource}}{\text{No. of regular days for CSC in the month}}$$

8. Bank Guarantee

- a) Within 30 days of the receipt of notification of award from the FACT, the successful bidder shall furnish the performance security in form of a Bank Guarantee as given in Annexure for an amount of 10% of the total Work Order value and valid for the period of Work Order plus 3 months.
- b) The BG shall be denominated in Indian rupees and shall be in favour of The Fertilisers and Chemicals Travancore Ltd. from a scheduled bank in India.
- c) The proceeds of the BG shall be payable to FACT as compensation for not meeting the

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contractual obligations by the bidder under this bid. FACT shall as soon as practicably possible notify the bidder in writing of its invocation of its right to receive such compensation, indicating the reasons for which the bidder is in default.

- d) At no time during the pendency of the resultant agreement shall the bidder allow the BG to expire. Expiry during the term of the resultant agreement shall be a ground for termination of the Contract.

9. Liquidated Damages (LD) :


- a) Successful bidder should deploy resources within 30 days from the date of Letter of Intent (LOI) / OLA / PO. Any subsequent replacement request for resources, shall be deployed within 15 days from the date of intimation by FACT.
- b) For any delay in providing the quality resource(s) which meet our requirement from the date of request beyond agreed period of 15 days, there will be LD of 25% of the cost of the man month charged to the bidder per week or part there of, subject to maximum of one man month cost. For any delay beyond 4 weeks from the date of request, FACT will have the option of terminating the contract after invoking Bank Guarantee.
- c) Risk Purchase: If the vendor fails to supply the required number of resources or the performance of the resources is found to be unsatisfactory, FACT will have the right to get the resources from elsewhere and extra cost incurred would be recovered from the successful bidder.
- d) Limitation of liability will be restricted to total value of the contract.

10. Other Contractual Stipulations

- a) Force Majeure Clause: The parties to this agreement cannot be responsible for any failure of performance or delay in performance of their obligations there under if such failure or delay shall be the result of any Government Directive relevant to this agreement or due to war, hostilities, act of public enemy, riots or civil commotion's, strikes, lock out, fire, floods, epidemics or act of God, arrests and restraints or rulers and people political or administrative acts of recognized or defacto Government Import or Export restrictions, compliance with any Government or local authority or any other cause or cause beyond the control of the parties hereto.
- b) Nondisclosure of information: All deliverables and information, including advice, recommendations, observations and comments transferred by FACT to the deputed personnel of vendor will be for the sole and exclusive use of FACT. The vendor and the deputed personnel shall not disclose the said transferred items, contents of documents or knowledge of FACT's operations as revealed to the vendor during the course of the contract or later, to any other organisation.
- c) The successful bidder has to sign the 'Non-Disclosure Agreement(NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority with content as given below.

“Non-disclosure Agreement:

The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this work, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the

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FACT, will at all times be held by it in the strictest confidence. The vendor shall ensure that appropriate action shall be taken to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.”

- d) Intellectual Property Right (IPR): All application design, architecture, development, program codes and documentation done by the resources (employees of the bidder) shall be intellectual property of FACT and bidder shall not have any right to the same.
- e) This contract may be extended on a mutually agreeable basis at the same rate, terms & conditions.
- f) During the period of contract, the resource shall observe the safety/security regulations of the company and any loss or damage incurred by FACT on account of the resource's failure to observe the safety/security regulations, shall be on vendor's account.
- g) The vendor shall be responsible for all payments to his resource including all statutory payments. FACT will not make any payments to the vendor other than the rates agreed for the work.
- h) The vendor shall strictly comply with all provisions of Labour laws and other statutory requirements which are in force and applicable from time to time.

11. Bill of Material

Sl No	Description	Unit	Quantity
1	SAP ABAP Developer	Man Month	48

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

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ANNEXURE IV**STANDARD TERMS AND CONDITIONS OF CONTRACT****00. CONTENTS :**

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

01. GENERAL:

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

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

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

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

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

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

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

02. SECURITY DEPOSIT :

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

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

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bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

03. RATES:

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

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

04. PAYMENT:

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

05. QUANTITY:

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

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:

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


08. SECURITY & SAFETY REGULATIONS:

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

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

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

All precautions in transporting and handling whether stipulated or not shall be adhered to by the

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

The vehicles/tankers, if any, employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.

Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.

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

09. STATUTORY OBLIGATIONS

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

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

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

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

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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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

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12. TERMINATION :

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

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

13. FORCE MAJEURE:

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

14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM :


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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE-V

COMPLIANCE STATEMENT

We state that our offer against tender No: MM/ 181/E24525 dated 20.12.2021 is in full compliance with the documents issued against the Enquiry No: MM/181/E24525 dated 20.12.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.


Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE –VI**UNPRICED COPY OF PRICE BID**(Please do not fill in Rates in this Price Bid format. **Kindly indicate “Quoted” in the column provided**)

From

To

ASST. GEN. MANAGER [MATERIALS]-T&S,
MATERIALS DEPT, FACT LTD.,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL 683 501

Item Description	Estimated quantity for 2 years	Rate (In Rs.) Cost per man-month, (One person for one month) (In INR)	Total cost for 48 man-months, (Two persons per month for 24 months) (In INR)	Indicate “Quoted”
Cost for deputation of two numbers of skilled manpower for a period of 24 months (Programmer manpower for SAP ABAP Software development and support in FACT as detailed in Annexure III : Special Terms and Conditions)	48 (Man month)			

GST if applicable, will be payable extra by FACT as per statutory notification.

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

Signature of the Bidder

Place
Date

(Office seal)

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CHKD. BY:

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ANNEXURE –VII

PRICE BID (PART-B)

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

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ANNEXURE-VIII**Bid-Security Declaration**

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

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

I/We , irrevocably declare as under:

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

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

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

Signature:

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

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

Dated on _____ day of _____ month, _____ year.

PRPD. BY:

CHKD. BY:

APPRD. BY:

Date: 20.12.2021

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



FACT CORPORATE MATERIALS	Contract for Supply of Skilled Manpower for SAP ABAP Software Support	Enquiry. No. MM/181/E24525 dated 20.12.2021
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ANNEXURE -IX

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

To

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

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

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


We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

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

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

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

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

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

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

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

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


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

Dated this..... day ofTwo thousand and Twenty One.

For (Name of Bank) :
 Authorised Official :
 Name :
 Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X**AGREEMENT**

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

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

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

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

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

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

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

For

In the presence of witnesses:

1.

2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

PRPD. BY:

CHKD. BY:

APPRD. BY:

Date: 20.12.2021

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Transport & Services**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**