

**FACT**

प्रगति के पथप्रदर्शक  
PIONEERS IN PROGRESS

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

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

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

## **NOTICE INVITING e-TENDER**

Encrypted Competitive rate, Single stage Single Bid Tenders containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited from reliable and experienced contractors 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                               | : 06046/2026-2027/E34133                                                      |
| 2. Name of Work                            | : Annual Contract for Radiography/Ultrasonic Testing of Weld joints, FEW-2026 |
| 3. Nature of Contract                      | : Item rate                                                                   |
| 4. Earnest Money Deposit                   | : Rs. 12000/-                                                                 |
| 5. Validity of Tender                      | : 3 Months                                                                    |
| 6. Period of Contract                      | : 1 Year                                                                      |
| 7. Document Fee                            | : Nil.                                                                        |
| 8. Last Date & time to upload of e-Tender  | : 18.09.2026, 11:00:00Hrs                                                     |
| 9. Date, Time and Opening Of Technical Bid | : 19.09.2026, 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extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procurement and FACT website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc, if any.
2. All bidders shall be registered under GST and shall furnish their Registration documents along with their 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 :

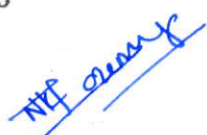
#### **Tender details**

Phone: 0484-2568123, 0484-2568674  
Email: [soumya@factltd.com](mailto:soumya@factltd.com),  
[anand.s@factltd.com](mailto:anand.s@factltd.com)

#### **e-Tender Helpline**

Name: Mr. Ajino Anandh  
Phone: 0484-2568374/9497334230  
Email: [ajinoanandh@gmail.com](mailto:ajinoanandh@gmail.com)

Date: 04.09.2026

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



**05.09.2026**

Name of Work : Annual Contract for Radiography/Ultrasonic Testing of Weld joints, FEW

E-Tender ID No: 2026\_FACT\_924946\_1

## **Corrigendum**

AGREEMENT: For contracts amounting to Rs.3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per proforma on a stamped paper worth Rs.200/- before starting the work.

All other terms and conditions of the tender shall remain unchanged.

Anand S  
DM(Mat)-F

## **PRE QUALIFICATION CRITERIA**

**Name of Work** : Annual Contract for Radiography/Ultrasonic Testing of Weld Joints, FEW-2026

### **I PROJECT SYNOPSIS**

The scope of work pertains to carrying out radiography/ultrasonic testing of weld joints in FACT Engineering Works (FEW), Palluruthy as per terms and conditions of this tender document.

### **II PRE-QUALIFICATION CRITERIA**

- A. Bidder should have valid working license issued by AERB/BARC for their radiographic testing institution.

AND

- B. Bidder should have gamma radiography camera approved by AERB/BARC. The valid working license issued by AERB/BARC for the gamma radiographic camera to be submitted.

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- i) FEW reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FEW 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, FEW further reserve the right to reject the particular tender. FEW 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.
- ii) The technical bids of the bidders not meeting the pre-qualification criteria will not be processed further and will stand rejected.

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**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. 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 Cochin Division, 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 Bid shall contain.

- i. Compliance Statement
- ii. BOQ.
- iii. Scanned copy of EMD Instrument, as applicable / Claim for exemption with testimonials.
- iv. Instructions to Bidder , General Terms and conditions , Special conditions etc.,
- v. Scanned copies of supporting documents, from its originals if applicable. The originals shall be produced at the time of evaluation if it is asked for.
- vi. Drawings, Other relevant documents etc. as applicable (as per Tender Check list)
- vii. Any other documents as per the Tender documents.

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

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

The link is also available on of our website [www.fact.co.in](http://www.fact.co.in) (Tenders ➡ 'Click Here to Pay

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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 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. PURCHASE PREFERENCE:

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

12. The bids shall be valid for a period of number of days mentioned in the NIT from the date of opening of Bids, unless otherwise mentioned in the NIT.
13. The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
14. Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
15. 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.
16. Work order shall be issued by Senior Manager, Materials department, FACT LTD, Udyogamandal. The work shall be administered and executed by the FEW Planning department.
17. Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Deputy Manager (P&P) FEW- 0484 2231314 (Extn 239).

For any clarification on this enquiry, the DM(Mat)F, Phone No: 0484 2568674, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.

18. The bidders are advised to get themselves informed of all the details they require before submitting their bids.
19. For any disparity with the conditions, the Special Conditions shall prevail.
20. 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.
21. 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.
22. 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.
23. **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.

**24. MAKE IN INDIA**

24.1 Being a WORKS CONTRACT, 'MSE PP Policy-2012' is not applicable for this job.

**24.2 MAKE IN INDIA**

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

24.2.2 For the purpose of extending purchase preference as in Cl. 24.2.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

24.2.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in Cl.24.2.2 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.

24.2.4 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.24.2.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

24.2.5 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.

**NOTE: Whenever any portion of the "Special Conditions of Contract" or "Notice Inviting Tender" (NIT) is repugnant to or at variance with any provision of this document "Instructions to Bidders", the respective provisions of "Special Conditions of Contract" or "Notice Inviting Tender" (NIT) shall prevail. Similarly, whenever any portion of the "General Conditions of 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.**

## **SPECIAL CONDITIONS OF CONTRACT**

**Tender no. 06046/2026-2027/E34133**

**Name of work : Annual Contract for Radiography/Ultrasonic Testing of Weld Joints, FEW- 2026**

*This Special condition of contract form part of the contract and is to be read in conjunction with the General conditions of contract. Wherever the provisions under Special conditions of contract are in conflict with any of the provisions under General conditions of contract, provisions in the Special conditions of contract shall prevail. The contractor is requested to visit the site to clarify the uncertainties if any, before quoting for the job.*

- The scope of work pertains to the Radiography/Ultrasonic testing of weld joints in various parts of Carbon steel/ Stainless steel equipments/ Pressure vessels fabricated at FEW shop/ work sites in and around Kochi.
- Power and water will be made available at single point at site. The contractor shall make his own arrangements to lay distribution lines as per requirement in a manner approved by Engineer-in-charge.
- The radiography is to be done strictly as per ASME Sec VIII Div 1 and ASME Sec.V as per requirement of job.
- The radiographs which do not meet the above requirement and also found not acceptable to FEW due to film defects and processing defects like water marks will be rejected. Such shots shall be repeated without extra cost.
- Radiographers and site in charge assigned by contractor for the work shall be certificate holders of BARC. The contractor shall have valid license for his camera for radiography issued by AERB and the camera shall be operated by certified radiographers/site in charge approved by AERB. Documentary evidences in support of the same along with a list of area monitoring instruments shall be submitted on demand. Personnel enrolled in personnel monitoring service shall carryout radiography work.
- Contractor shall arrange sufficient number of technicians so that work shall not be held up for want of personnel.
- All radiographers shall be approved by FEW authorities.
- All temporary handling/ supporting arrangements is under contractor's scope.
- All tools, tackles, consumables and equipment required for the work shall be arranged by the contractor.
- In such event that the source for radiography required to be replenished during the tenure of contract, the contractor shall arrange alternate radiography equipment within 24 hours and work shall not be held up due to this.
- The radiography is to be done on pipes/plates of sizes mentioned in schedule of work.
- Radiographic examination shall be carried out using Gamma ray source with the approval of owner's inspector.
- The joints for radiography shall be selected by FEW and the radiography shall be performed as per the instructions of Engineer-in-Charge. Interpretation and

marking of defects on the job shall also be done by the contractor, if required by FEW.

- The work shall be carried out only between 6 PM and 6 AM. However, in case of emergencies the contractor shall be prepared to carryout work during day time, sundays and all closed holidays also.
- The contractor shall visit the site and shall have a clear idea about constraints of space & labour required for the work prior to quoting the offer.
- The contractor shall arrange his own conveyance for his personnel during the entire period of contract.
- The contractor shall return all the tender documents duly signed with seal as a token of acceptance of the tender conditions.
- The contractor shall offer rates for ultrasonic testing of weldments of pressure vessels/heat exchangers etc undertaken in our shop. The job has to be carried out during normal working hours. The tests are to be carried out by Level-2 certified NDT Inspectors.
- Ultrasonic test procedure approved by a qualified person (Level II) shall be submitted.

#### **TIME SCHEDULE**

- Radiography/Ultrasonic Testing contract for weld joints shall be valid for 1 year from date of work to proceed notice. Contractor has to execute the radiography works within 24hrs from date of intimation of work by FEW. The films and reports shall be submitted immediately after processing the next day itself or within 2 days in exceptional circumstances as mutually agreed upon.

#### **SAFETY & APPROVALS**

- The contractor shall ensure that no accident takes place during radiography and also during the transport and handling as well as storage of the camera.
- The gamma ray camera shall be BARC approved.
- The contractor shall fulfill the entire statutory/BARC/AERB safety requirement while handling, storing and operating of gamma ray equipment.
- Contractor shall arrange periodic renewal of film badges and technician's certificates. In the event there is any delay in getting approval from BARC in these matters, the contractor shall have to bring in new technicians so that the work can proceed without any interruptions.
- The contractor shall furnish certificates of approval for him/for his equipments and his technician from BARC/AERB to carryout radiography work at the site. In case any further approval is to be obtained from any statutory body/BARC/AERB contractor shall do so before starting the work.
- The contractor may arrange to insure all his workmen/other personnel in this regard. FEW will not be responsible for any injury or illness to the contractor's workmen/other personnel during execution of the works due to whatsoever

reasons. In this regard, the contractor will have to fully indemnify FEW against any claims made by his workmen/other personnel

- The safety and security rules of FACT are to be strictly observed.

#### **PAYMENT TERMS**

- Payment shall be made to the party on pro-rata basis based on actual quantity of work done by party.
- The unit indicated in the schedule of work and rate for Sl.Nos.1 & 2 is the weld length and payment shall be made only on the actual length of weld radiographed and not on the length of film exposed.

#### **SECURITY DEPOSIT**

- Security deposit of 10% of total contract value shall be remitted within 15 days from date of LOI/WO, whichever is earlier.

#### **PRICE REDUCTION FOR DELAY**

- Price Reduction for delay shall be applicable at a rate of 0.5% of total contract value for each day of delay, subject to maximum price reduction of 7.5% of total contract value, in carrying out the radiographic works.



## **SAFETY PRACTICES**

**Tender no. 06046/2026-  
2027/E34133**

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



## **SAFETY PRACTICES**

**Tender no. 06046/2026-  
2027/E34133**

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

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06046/2026-2027/E34133****Job: Annual Contract for Radiography/Ultrasonic Testing of Weld joints, FEW-2026****CONTENTS**

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### 1. CONTRACTOR TO INFORM HIMSELF

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

### 2. RATES

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

### 3. ISSUE OF MATERIALS BY COMPANY (FACT)

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

### 4. SECURITY DEPOSIT AND MAINTENANCE PERIOD:

- 4.1 **The Security Deposit** for the work shall be **10%** of the Work Order value and the Contractor shall remit it online through 'State Bank Collect' portal using the link given below or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.

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

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

Defects noted in the work during the Guarantee/Maintenance period, if any, due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. **The S.D. will be released only on completion of the Guarantee/Maintenance period, if any, as specified in the special terms & condition of the contract, provided the contractor has cleared all dues and rectified defects, if any.**

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

### 5. TIME OF COMPLETION AND COMPENSATION FOR DELAY:

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

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

### 6. PAYMENTS:

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

### 7. GST

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

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

II. The supplier/contractor shall confirm the following:

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

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

- The outward supply details & the monthly return on GSTN portal by the Supplier/contractor and
- On matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

### 8. EXTRA ITEMS

- 8.1 If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Plant

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Manager / Engineer-in-Charge. The rates for such items will be worked out in the following manner:

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

### 9. SAFETY AND SECURITY

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

### 10. TERMS OF ENGAGING LABOUR:

- 10.1 CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- 10.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- 10.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- 10.4 Tenderers shall submit the Registration certificate with Labour Dept/ PF / ESIC if available. If the tenderer is not registered under ESI/PF Act; tenderer shall submit PF/ESI Registration Certificate before commencement of the work. Failure to produce the original certificates at the stage of starting the work, would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.
- 10.5 The Contractor shall obtain valid registration under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State

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Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. The Contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective Acts. Copies of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer due to non-compliance on the part of the Contractor of these Acts, such expenditure/loss shall be realized/recovered from the Contractor.

- 10.6 CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 10.7 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 10.8 Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- 10.9 The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- 10.10 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.
- 10.11 The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various

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statutes and the rules framed there under in respect of the above.

- 10.12 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- 10.13 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- 10.14 The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.
- Copy of Age proof
  - Police clearance certificate
  - Copy of bank pass book
  - Copy of Aadhar
  - Two copies of passport size photographs
  - Duly filled application for ESI & PF enrolment.
- 10.15 The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.
- 10.16 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- 10.17 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work

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has been interfered with or obstructed shall be decided by FACT and its decision shall be final.

- 10.18 The contractor shall maintain the safety practice during the applicable works, shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

### 11. TECHNICAL SUPERVISOR:

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

GST is applicable as per GST Act of Government of India

### 12. ARBITRATION/DISPUTES:

- 12.1 If the Seller is a Central Public Sector Enterprise / Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018."
- 12.2 For contracts other than (12.1) above:  
If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH. Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

### 13. EMERGENCY

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

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### 14. DAMAGES

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

### 15. TEST EQUIPMENTS

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

### 16. ENVIRONMENT MANAGEMENT:

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

### 17. AGREEMENT:

- ~~17.1 For contracts amounting to Rs.3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.~~
- 17.2 The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

### 18. FRAUD PREVENTION POLICY:

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

### 19. SUB LETTING:

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

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persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

**20. SUSPENSION AND TERMINATION**

- 20.1 In the event FACT is unable or unwilling to complete or is compelled to postpone its activities relating to PROJECT at any stage during the currency of CONTRACT, FACT may either suspend or terminate CONTRACT by giving CONTRACTOR thirty (30) days notice.
- 20.2 If CONTRACTOR shall fail or neglect to execute work with all due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by FACT in connection with work or shall otherwise commit breach of any of the provisions of CONTRACT, FACT may give CONTRACTOR notice in writing requiring to make good such failure, neglect or breach. Should CONTRACTOR fail to comply with the notice within the time specified therein, then FACT shall, without prejudice to other rights of FACT under CONTRACT, be at liberty to have such WORK or portion of WORK as CONTRACTOR has failed or neglected to execute, executed directly or through any other agency FACT deems fit at the risk and cost of CONTRACTOR; and FACT shall have the free use of all of CONTRACTOR'S equipment, materials and other things for the time being available at SITE for getting the WORK completed in the above- said manner to the exclusion of any right of CONTRACTOR for fair wear and tear thereof.

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

- 20.3 If CONTRACTOR shall become bankrupt or insolvent or have a receiving order made against him or shall compound with his creditors or shall commence to be wound up otherwise than for the purpose of reconstruction or shall carry on its business under a Receiver for the benefit of its creditors, FACT may at its sole discretion either;
- a) Terminate CONTRACT forthwith by notice in writing to CONTRACTOR or the Receiver or the Liquidator or to any other person in whom the CONTRACT may become rested and have the remaining WORK executed at the risk and cost of CONTRACTOR in the same manner as specified in Article-20.2 above, or
  - b) Give such Receiver, Liquidator or other person as aforesaid the option of carrying out the CONTRACT subject to his providing security for the due and faithful performance of CONTRACT up to such amount as may be mutually agreed upon.
- 20.4 In the event of suspension of CONTRACT vide Article-20.1 above, immediately on receipt of notice therefore from FACT, CONTRACTOR shall suspend all activities at SITE except those essentially to be carried out to safe-guard and secure WORK for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign CONTRACTOR'S workmen except those essentially required at SITE such as for security of CONTRACTOR'S equipments and materials. CONTRACTOR

|                          |                                                 |                |            |
|--------------------------|-------------------------------------------------|----------------|------------|
| PRPD. BY :AS             | CHKD. BY :SNK                                   | APPRD. BY :SNK | Pg. No: 10 |
| FACT CORPORATE MATERIALS | FERTILISERS AND CHEMICALS<br>TRAVANCORE LIMITED |                |            |



## GENERAL CONDITIONS OF CONTRACT

Tender No.  
06046/2026-2027/E34133

shall re-mobilise its workmen and re-commence WORK within fifteen (15) days of receipt of notice from FACT requiring CONTRACTOR to do so. All costs reasonably incurred by CONTRACTOR in connection with temporarily winding up WORK, maintenance of SITE during period of suspension and remobilisation on withdrawal of suspension order shall be paid by FACT in addition to Contract Price specified herein, and the amount of such additional sum shall be mutually agreed to between the parties base on detailed information provided by CONTRACTOR. CONTRACTOR shall further be entitled for extension of time- schedule corresponding to the period of suspension including permitted period for re-mobilisation.

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

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

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

|                          |                                                 |                |            |
|--------------------------|-------------------------------------------------|----------------|------------|
| PRPD. BY :AS             | CHKD. BY :SNK                                   | APPRD. BY :SNK | Pg. No: 11 |
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## AGREEMENT FORMAT

Tender no. 06046/2026-  
2027/E34133

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 ` .....-( ` ..... 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 `..... ( ` .....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 `..... ( ` ..... 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.

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)

THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED,  
UDYOGAMANDAL Senior Manager - (Materials) Contracts.

In the presence of witnesses:

1)

2)



## **BANK GUARANTEE FORMAT**

Tender no. 06046/2026-  
2027/E34133

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

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

#### **SECURITY DEPOSIT**

The Fertilisers And Chemicals Travancore Ltd.  
FACT Udyogamandal Division

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

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

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

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

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

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

We..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or 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 or thing whatsoever which under the law relating to sureties, but for the provision, have the effect of so relieving us.

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

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

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

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

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

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

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

Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the

Branch issuing this

guarantee:

(BANK SEAL)

**FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)**

**VENDOR DATA FORM (FOR FACT NEW VENDORS)**

| <b>Sl. No.</b> | <b>Description</b>                                                                                                        | <b>To be filled in by Vendor</b> |
|----------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|                | <b>Company Profile</b>                                                                                                    |                                  |
| 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,<br>Vender Name    | <b>To be filled by FACT</b> |
| 2  | Income Tax PAN No              |                             |
| 3  | Name of the Bank               |                             |
| 4  | Address of bank<br>branch      |                             |
| 5  | City & State                   |                             |
| 6  | IFS Code of the bank<br>branch |                             |
| 7  | Name of the bank<br>branch     |                             |
| 8  | Bank Account No.               |                             |
| 9  | Account Holder's<br>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.



## **COMPLIANCE STATEMENT**

**Tender no. 06046/2026-  
2027/E34133**

We state that our offer against Enquiry No: 06046/2026-2027/E34133 is in full compliance with the documents issued against the enquiry, without any deviations and we have read and understood the Schedule of Work, Special Conditions and General conditions attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)