



दि फर्टिलाइज़र्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड
(भारत सरकार का उद्यम)

फेक्ट-पीडी प्रशासनिक भवन, उद्योगमंडल- 683501, कोच्ची, केरल

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

फोन: 0484 - 2568123 / 2568122

ई - निविदा आमंत्रण सूचना

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

कार्य:- एफ ए सी टी सी डी के स्थित सल्फ्यूरिक एसिड संयंत्र में एफ ए टी निर्माण के लिए सामग्री सहित स्कैफोल्डिंग का कार्य।

निविदा सं: 06090/2026-2027/E33875

ई-निविदा आई डी : 2026_FACT_917736_1

बोलियां जमा करने की अंतिम तिथि और समय : 31.07.2026 को 11.00 बजे।

(ह)

वरिष्ठ प्रबंधक (सामग्री)सं

दिनांक: 16.07.2026



THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

(A Government of India Enterprise)

FACT-PD ADMINISTRATIVE BUILDING, UDYOGAMANDAL- 683501, KOCHI, KERALA

E-mail: soumya@factltd.com / amrutha@factltd.com , Website: www.fact.co.in

Phone: 0484 – 2568123 / 2568122

NOTICE INVITING e-TENDER

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

Work:- Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

Tender No : 06090/2026-2027/E33875

e-tender ID : 2026_FACT_917736_1

Last date & time for submission of bids: 31.07.2026 at 11.00 Hrs.

Date: 16.07.2026

sd/-
SM(Mat)C

**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: एतूर, 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 part Tenders** containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited 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 | : 06090/2026-2027/E33875 |
| 2. Name of Work | : Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD. |
| 3. Nature of Contract | : Item Rate |
| 4. Earnest Money Deposit | : Rs.5000/- |
| 5. Validity of Tender | : 3 Months |
| 6. Period of Contract | : 47 Days (Pls refer clause no.6 of Special Requirements of contract |
| 7. Document Fee | : Nil. |
| 8. Last Date & time to upload of e-Tender | : 06.08.2026 11:00:00 Hrs. |
| 9. Date, Time and Opening Of Technical Bid | : 07.08.2026 11:00:00 Hrs. |

Notes: -

1. Details of Tender are available at e-procurement platform <https://eprocure.gov.in>. Offers submitted other than on-line mode shall not be accepted. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procure website and FACT website. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc, if any.
2. The bidder shall be registered under GST and shall furnish their Registration documents along with their bid. Bids of parties not registered are likely to be rejected without assigning reasons.
3. The bidder shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
4. Tenders not accompanied by EMD / 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, 0484-2568122 Email: soumya@factltd.com , amrutha@factltd.com	e-Tender Helpline Name: Mr. Ajino Anandh Phone: 0484-2568374/9497334230 Email: ajinoanandh@gmail.com
---	---

Date: 16.07.2026

Signature:

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

PRE-QUALIFICATION CRITERIA

Name of work: Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

Tender No: 06090/2026-2027/E33875

Following will be the qualification criteria for this work:-

Technical Criteria:

1. The Bidder should have previous experience and having successfully completed similar works during last seven years* ending on enquiry date should be any one of the following:
 - a) Three similar completed works costing not less than **₹ 86,000 each**
OR
 - b) Two similar completed works costing not less than **₹ 1,08,000 each**
OR
 - c) One similar completed work costing not less than **₹ 1,72,000**

Similar works means experience in works involving scaffolding works for the amount mentioned above in any Government/ Quasi government/ Public sector under takings /Public limited companies/ Private limited companies.

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

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

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

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

Note:

- a) All Pre-qualification documents shall be submitted online in COVER-1 and shall be complete in all respects, failing which the offer is liable to be rejected. The originals of the documents should be produced at the time of evaluation, if asked for.
- b) FACT reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FACT also reserves the right to ask for any other documents in case considered essential in support of any of the PQ criteria or on the document submitted. If the data/credentials furnished are found to be incorrect, FACT further reserve the right to reject the particular tender.

- c) FACT also reserves the right to reject any tender submitted by a party if it comes to know suo moto of any adverse reports on the certified claim submitted by the tenderer.
- d) The technical bids of the bidders not meeting the pre-qualification criteria will not be processed further and will stand rejected.

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

INSTRUCTIONS TO BIDDERS

- 1.0 The bidder shall study carefully the Pre-Qualification criteria, Scope of work and Special requirements of the contract along with all other tender documents. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. Copy of the Tender document shall be digitally signed by the bidders and shall accompany their bids, signifying their acceptance of the same. Bidder shall also submit along with his bid Pro forma on Information about Bidder and Bank transaction details duly filled and signed with all details required therein and with all relevant documents.
- 1.1 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT, and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, in case a contract is awarded to him.
- 1.2 Offers against this tender shall be submitted online **on CPP portal**, 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.
- 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 opening of price bids.

2.0 **Scope of Work:** Scope of work as detailed separately.

3.0 **Rates:**

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 FACT reserves the right to reject any or all bids without assigning any reason whatsoever.

PRPD. BY :AT

CHKD. BY :SNK

APPRD. BY :GSK

Pg. No: 1

COROPRATE MATERIALS -
CONTRACTSFERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

FACT's decision in this regard shall be final and binding on the bidders.

4.1 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.

5.0 **Evaluation of bids:** Total value wise evaluation shall be done.

5.1 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.

6.0 **This tender is non-divisible / non-splitable.**

7.0 **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 Price breakup document. 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.

7.1 Please also arrange to submit the following

7.2 The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.

7.3 Place of supply/Service

7.4 GST rates applicable for each item

7.5 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.

7.6 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2.

7.7 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.

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

7.9 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

- 7.10 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.
- 8.0 Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.
9. The bids shall be valid for a period of number of days mentioned in the bid document.
10. The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
11. Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
12. 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.
13. Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Assistant General Manager, FEW - 0484-2231214 ext 214.
- For any clarification on this enquiry, the Senior Officer (Mat)-C, Phone No: 0484 2568122, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
14. The bidders are advised to get themselves informed of all the details they require before submitting their bids.
15. FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.
16. For any disparity with the conditions, the **Special Requirements of contract** shall prevail.
17. FRAUD PREVENTION POLICY: Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in
18. 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.
19. FACT reserves the right to reject any or all bids without assigning any reasons

PRPD. BY :AT

CHKD. BY :SNK

APPRD. BY :GSK

Pg. No: 3

COROPRATE MATERIALS -
CONTRACTSFERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

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.

20. **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.

21. PURCHASE PREFERENCE:

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

21.2 MAKE IN INDIA

21.2.1 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.

21.2.2 For the purpose of extending purchase preference as in Cl. 21.2.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

21.2.2 When supply/ service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in Cl.21.2.2 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.

21.2.3 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.21.2.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

21.2.4 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.

PRPD. BY :AT

CHKD. BY :SNK

APPRD. BY :GSK

Pg. No: 4

COROPRATE MATERIALS -
CONTRACTSFERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

This tender is non-divisible.

Whenever any portion of the "Special Requirements of the contract" is repugnant to or at variance with any provision of this document "Instructions to Bidders", the respective provisions of "Special Requirements of the contract" 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.

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

	<u>SPECIAL REQUIREMENTS OF CONTRACT</u>	Tender No. 06090/2026-2027/E33875
---	--	--

Name of the work:- Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

*This document form part of the contract and is to be read in conjunction with the other conditions of contract attached. Wherever the provisions under SPECIAL REQUIREMENTS OF CONTRACT are in conflict with any of the provisions under any other contract conditions, provisions in the **SPECIAL REQUIREMENTS OF CONTRACT** shall prevail.*

1. SITE LOCATION

The site is at located at Sulphuric Acid Plant, FACT-Cochin Division.

2. WORK DESCRIPTION

The scope of work includes arranging scaffolding, both inside and outside the Final Absorption Tower (FAT) at SAP, FACT-CD, including all necessary materials. The scaffolding shall be used for fabrication, welding and painting jobs of the tower

3. SCOPE OF CONTRACTOR

- a) Arrangement of scaffolding at all heights of Tower shall be arranged by contractor including the labour, scaffolding material, fasteners and steel gratings for platform. The scaffolding shall be of standard pipe with clamps. The platform shall be metal gratings with 1m width. to painting.
- b) The scaffolding shall be installed from bottom to top of the tower based on requirement for fabrication, welding and painting jobs of the tower as per instruction of engineer in charge. After fabrication jobs the scaffolding shall be used for painting jobs.
- c) The scaffolding shall be installed around the tower with a width of around 1 m with steel gratings for platform and up to a height of 18m.
- d) In total the scaffolding shall be retained for around 45 days until fabrication and painting jobs are completed.
- e) Dismantling shall be done after clearance from FEW.
- f) The scaffolding shall be installed inside and outside of the tower
- g) Workmen assigned by contractor for the work shall wear suitable PPE (Personal Protective Equipment) while carrying out scaffolding works. PPE required for the work shall be supplied by contractor. Prior to starting the work safety permit/ clearance shall be obtained from the safety officer.
- h) If the period of usage exceeds beyond 45 days the rental charges for scaffolding materials shall be claimed. The rate/ day of rent for scaffolding materials item wise shall be mention in the quotation.
- i) Soon after the completion of the work, contractor shall clean the premises that are allotted to him/ her for the work.

	<u>SPECIAL REQUIREMENTS OF CONTRACT</u>	Tender No. 06090/2026-2027/E33875
---	--	--

4. SCOPE OF FEW

Electric power, water required for the work shall be supplied at a point within 20 m from the equipment.

5. PAYMENT TERMS

100% payment shall be made against each item in the schedule of work on completion.

6. PERIOD OF COMPLETION

The scaffolding work shall be arranged with **2 days** from the intimation of Engineer in charge. The scaffolding shall be **retained for a period of 45 days**. The additional period if required shall be as per instruction of engineer in charge.

7. SECURITY DEPOSIT

Security deposit of 10% of total contract value shall be remitted within 15 days of WO/ Work to proceed notice (whichever is earlier).

8. PRICE REDUCTION FOR DELAY

Price reduction for delay shall be applicable at a rate of 0.5% of total work order value per day, subject to maximum of 7.5%, for each day of delay due to the reasons attributable to contractor.



Job: Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

CONTENTS

- 1. CONTRACTOR TO INFORM HIMSELF**
- 2. RATES**
- 3. ISSUE OF MATERIALS BY COMPANY (FACT)**
- 4. SECURITY DEPOSIT AND MAINTENANCE PERIOD**
- 5. TIME OF COMPLETION AND COMPENSATION FOR DELAY**
- 6. PAYMENTS**
- 7. GST**
- 8. EXTRA ITEMS**
- 9. SAFETY AND SECURITY**
- 10. TERMS OF ENGAGING LABOUR**
- 11. TECHNICAL SUPERVISOR**
- 12. DISPUTES**
- 13. EMERGENCY**
- 14. DAMAGES**
- 15. TEST EQUIPMENTS**
- 16. ENVIRONMENT MANAGEMENT**
- 17. AGREEMENT**
- 18. FRAUD PREVENTION POLICY**
- 19. SUB LETTING**
- 20. SUSPENSION AND TERMINATION**

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 1
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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.

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 2
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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

The link is also available on our website 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.

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 3
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

- 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:

- 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.

III. 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.

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

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 4
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 5
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 6
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 7
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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.

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 8
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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

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

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 9
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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 :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 10
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		

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 Requirements** shall prevail.

PRPD. BY :AT	CHKD. BY :SNK	APPRD. BY :GSK	Pg. No: 11
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



AGREEMENT FORMAT

Tender No.
06090/2026-2027/E33875

(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.

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

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

Or

- (ii) For contracts other than (i) above:

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

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

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

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

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

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

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

In the presence of witnesses:

1)

2)



BANK GUARANTEE FORMAT

Tender No.
06090/2026-2027/E33875

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

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

SECURITY DEPOSIT

The Fertilisers And Chemicals Travancore Ltd.
FACT Udyogamandal Division

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

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

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

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

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

We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be 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 / 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)

1. General

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

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

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

2. SAFETY TRAINING

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

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

3. CLOTHING

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

4. INTOXICATING DRINKS & DRUGS AND SMOKING

- a) The Contractor shall ensure that all personnel working for him comply with "No-Smoking" requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the factory premises
- b) The Contractor shall not allow any workman who is / are under the influence of alcohol / drugs or any other intoxicating substances to carry out any work at FACT CD.
- c) The violators of above rules shall be sent out of the premises immediately with temporary barring from entering into the premises for two week.

5. MOTOR VEHICLE MOVEMENT

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

a. Speed limit

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

b. Parking

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

c. Safe Load

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

d. Passengers in Vehicles

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

6. PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

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

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

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

7. HOUSE KEEPING

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

8. WORK PERMIT SYSTEM

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

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

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

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

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

9. WORKING AT HEIGHT

a. Scaffolding

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

b. Ladder

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

c. Personal protective equipments

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

10. CONFINED SPACES

a. Confined Space Entry Permit

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

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

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

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

11. EXCAVATION

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

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

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

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

12.COMPRESSED GAS CYLINDERS

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

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

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

13.GAS CUTTING EQUIPMENT

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

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

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

14.CONTRACTORS EQUIPMENTS and MACHINERY

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

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

15. USING LIFTING TOOLS /TACKLES / MACHINERIES

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

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

16. ELECTRICAL SAFETY

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

- q. The contractor shall bring power distribution boards, cables of sufficient length, power tools and other electrical equipments of adequate rating and capacity for the successful completion of work.
- r. All temporary connections to distribution boards, welding sets, power tools, etc. shall be given from industrial type sockets available at different locations in plant area. The contractor shall bring industrial type plugs of suitable rating for availing temporary connections.
- s. No work must be carried out on any live equipment. The equipment must be made safe and a WORK PERMIT issued by Technician in Charge shall be taken before any work is carried out.
- t. Electrical tools shall be checked to ensure that the supplied voltage is comparable to the machine's design. Where required, electrical tools shall be properly earthed. High speed rotating equipments such as grinders shall be fitted with protective guards. Power tools shall never be left operating unattended. Spark arrestors shall be fitted to all equipment exhausts where a risk of combustible gases in the atmosphere exists.
- u. Contractor shall ensure the following General safety precautions in electricity:
 - Proper protective equipments shall be used.
 - Check for defective cables, loose joints in conduits, damaged fuse boxes, loose pins, faulty sockets, and defective earth wire.
 - Use right type of tools for the jobs.
 - After maintenance of flameproof fittings, ensure that the fittings meet requirements of flameproof standards.
 - Power supply cable shall be laid normally underground from source to the work place whether permanent or temporary.
 - Jointing of cable shall always be made using proper junction box and flameproof junction box when in hazardous areas even in case of temporary connections.
 - All equipments LT or HT which are likely to cause hazard shall be turned off and segregated. All base terminals etc, shall be insulated. Rubber mats shall be used for LT/HT switch room, where applicable.
 - Proper earthing shall be provided for all electrical items and effectiveness of earthing shall be checked from time to time.
 - Electrical items shall be handled after isolation and care shall be taken to identify and replace damaged electrical items. Guard wire shall be provided for A/G HT wires.
 - Ensure all fuses are of good quality and conform to correct ratings. Use MCB's as far as possible.
 - Electrical maintenance workmen working around a wet area near a fuse box must use wooden platform with rubber mat, insulated tools and rubber boots.
 - The contractor shall bring adequately rated switch board / junction box, fitted with ELCB and other safety devices for getting temporary electrical connections to portable tools, lighting supply etc.

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

17. FIRE SAFETY

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

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

18. EMERGENCIES

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

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

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

19. UNSAFE ACTS / CONDITIONS

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

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

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

20. REPORT ON ACCIDENTS /INCIDENT/ NEAR MISSES

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

21. PERSONAL CONDUCT

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

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

22. SPECIAL CONDITIONS

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

23. FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS

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

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

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

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

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

Signature :
Name of Contractor :

Annexure I

FACT COCHIN DIVISION
Safety Training Request

Name of Contractor:.....

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

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

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

Signature Seal of Contractor

Signature and Seal of Safety Officer

 FACT	FACT CORPORATE MATERIALS -CONTRACTS	Tender No. 06090/2026-2027/E33875
<u>SPECIAL CONDITIONS OF CONTRACT</u>		

Name of Work: Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

- 1.0 The materials, design and workmanship shall satisfy the relevant Indian Standards. The job specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specifications covering any part of the work covered in this Tender, the specifications to be followed shall be the latest FEDO specifications applicable in this region and instructions/directions of Engineer-in-Charge will be binding on the Contractor.
- 2.0 The contractor should engage sufficient number of workers as required so as to complete the entire work within the specified time schedule of work.
- 3.0 In case the Company provides covered space in connection with the work, the contractor shall vacate and hand over the premises to the authorities immediately after the completion of the work in the same condition in which it was taken over.
- 4.0 The company reserves the right to terminate the contract partially or wholly at any time during the period of contract.
- 5.0 The work should be undertaken strictly as per instruction from the site Engineer. Final acceptance of the work will be subject to inspection by the Engineer-In-Charge.
- 6.0 The decisions of the Engineer-In-Charge with regard to the workmanship/priority areas/type of paint and number of coats to be applied etc. will be final and binding on the contractor.
- 7.0 The company will not be responsible for payment of any compensation for any hold up of works due to strike or situation beyond the control of the company.
- 8.0 The Contractor is bound to do works in excess of that in the schedule of quantities or extra items of works necessitated during the actual execution of work and for such works payments will be made as per the agreed rates or at the rates based on which tender is issued plus or minus tender difference as the case may be. Alterations/additions, if any, should be done as per instructions of the Company.
- 9.0 The contractor should strictly observe the safety and security regulations of the company. Any loss or damage incurred by the Company on account of the contractor's failure or that of the contractor's employees to observe the security and safety regulations of the company shall be to the contractor's account.

10.0 **Agreement:**

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

11.0 **Environment Management:**

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

FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)

VENDOR DATA FORM (FOR FACT NEW VENDORS)

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

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

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

To,

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

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

For Name

Signature & Seal

Verification by the Bank

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

Signature and Seal of the Authorized signatory of the bank.



COMPLIANCE STATEMENT

Tender No.
06090/2026-2027/E33875

Name of Work: Scaffolding work including materials for FAT erection at Sulphuric Acid Plant, FACT CD.

We state that our offer against Tender No: 06090/2026-2027/E33875 is in full compliance with the documents issued without any deviations and we have read and understood the Notice Inviting Tender, Instructions to Bidders, Special requirements of the contract, and General 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)