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| FACT CENTRALIZED MATERIALS. | <u>Loading, unloading & stacking of Steel items, Loading, unloading and handling of Various Materials at UC Stores & Clearing of garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV</u> | DOC.NO.MM/VS/E20708 Dtd.19.12.2019 |
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THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CENTRALISED MATERIALS,
PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL, COCHIN, KERALA – 683 501
Phone: (0484)- 2568260 / 2568273

E-mail: julian@factltd.com; vsree@factltd.com; Website: <http://www.fact.co.in>



E-Tender for Loading, Unloading, handling & Stacking of Various Materials at UC Stores and Clearing of Garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV

[ENQUIRY NO. MM/VS/E20708 Dtd.19.12.2019]

Bids (two cover system) are invited for undertaking the works of (i) Loading, Unloading & Stacking of Steel items at FACT UC- Stores, (ii) Loading, unloading & handling of various materials at FACT UC Stores & (iii) Clearing of Garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV for a period of two years, through <https://eprocure.gov.in> portal. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bids: **03.01.2020 / 04.00 p.m.**

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

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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)

NOTICE INVITING e-TENDERS

e-Tenders (two cover system) are invited for undertaking the work of (i) Loading, Unloading & Stacking of Steel items at FACT-UC Stores (ii) Loading, unloading & handling of various materials at FACT-UC Stores & (iii) Clearing of Garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV for a period of two years, through <https://www.eprocure.gov.in> portal. The details of work are described in the Scope of Work (Annexure-II) attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Special Terms and Conditions (Annexure-VI) applicable for the proposed contract.

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

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

1.0 General Information



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| Enquiry No. | MM/VS/E20708 dtd.19.12.2019 |
| Mode of Tendering | TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ) |
| Due date & time for Submission of bids | 03.01.2020 / 04.00 p.m. |
| Date & Time for opening of Part A of the Bid. | 04.01.2020 / 04.00 p.m. |
| Name of Work/Description | Loading, Unloading & Stacking of Steel & Various Materials and Clearing of Garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV for a period of two years – Annexure II attached |
| EMD | Rs. 14,000/- for item No.I & Rs.100,000 for item II and Rs.91,400 for item No. III |
| Security Deposit | 5% of the total contract value |
| Period of contract | TWO years from the date of commencement of work |
| Contacts | 1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mr. V.Sreekumar, Tel: +91 484 256 8273, e-mail: vsree@factltd.com 3) Mr. R.Julian, Tel: +91 484 256 8260, e-mail: julian@factltd.com |

2.0 TENDER DOCUMENTS (e-TENDER)

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

3.0 GENERAL

3.1 When bids are received from any proprietorship / firm / company having the same proprietor or

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one or more Partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

- 3.2 EMD will be exempted for Govt. Depts. / Firms/ Public Sector units/ MSME units / Firms registered under NSIC / Khadi Board etc. on submission of valid documents as per applicable guidelines/govt. Directions.
- 3.4 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.
- 3.5 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive
- 4.0 Evaluation of price bids (BoQ) bids and determination of the **lowest bidder** (L1) for each item of work shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per schedule of work given in the price bid (BoQ) format and computing the combined total value of all the sub items of each work. L1 shall be determined for each of the three works and contracts shall be issued accordingly. Bidders can quote any one or more items of work. . Bidders quoting for item I shall quote for all the eight sub items of work, those quoting for item II shall quote all the three sub items of work, and those quoting for item III shall quote all the six sub items of work otherwise their offers shall become invalid.



In case more than one bidder become the L1 based on the evaluation as above, such **L1 bidders alone shall be given an opportunity** to submit **revised lower price bids**, if any, in sealed cover on or before the due date and time specified. Instructions stipulated in the tender with regard to submission, opening and evaluation of price bids shall be applicable for such revised price bids. However, **while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid.** In case more than one bidder continue to be L1 despite submitting the revised lower price bid as above, FACT reserves the right to accept the bid submitted by the bidder among those L1 bidders, having the highest capability in terms of volume of work handled during the period specified under PQ criteria.

For The Fertilisers And Chemicals, Travancore Limited

SR. MANAGER (MATERIALS)-T&S

List of Enclosures of this NIT is as follows:



| Sl.No. | Document | TITLE | No. of Pages |
|--------|------------|---|--------------|
| 1 | Annexure I | <i>Instructions to Bidders (e-Tender)</i> | 7 |

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| 2 | Annexure II-A,B & C | <i>Scope of Work</i> | 7 |
| 3 | Annexure III | <i>Pre-Qualification Criteria for bidders</i> | 2 |
| 4 | Annexure IV | <i>Vendor Data Updation (Declaration) Form</i> | 3 |
| 5 | Annexure V | <i>Compliance Statement</i> | 1 |
| 6 | Annexure VI A,B & C | <i>Special Terms and Conditions of Contract</i> | 9 |
| 7 | Annexure VII | <i>Standard Terms and Conditions</i> | 6 |
| 8 | Annexure VIII | <i>Un-priced copy of Price bid format</i> | 2 |
| 9 | Annexure IX | <i>Price bid format (BoQ)</i> | 1 |
| 10 | Annexure X | <i>Proforma of Bank Guarantee for Security Deposit</i> | 2 |
| 11 | Annexure XI | <i>Proforma of Agreement</i> | 1 |

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Annexure-I

Instructions to Bidders (OPEN e-Procurement)

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

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The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.

5.0 Bid documents shall consist of Part-A and Part B as detailed below:

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD Instrument (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid" indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

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

5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.



5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.

5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).

5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.

5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.

5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time,

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incomplete submission of offers or non-submission of any documents forming part of the offers etc.

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.

6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

7.0 EARNEST MONEY:

7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.



7.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts/firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

7.3 If any bidder retracts from or without request of FACT revises his bid during its validity period or fails to submit Security Deposit and execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also

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

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

This tender is non divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:



Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidder must certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

11.0 Rates:

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

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

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable will be payable extra by FACT as per statutory notification.
- 11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other rights to claim damages.

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12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

13.0 PURCHASER'S RIGHT:



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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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5. HSN / SAC codes of each of the goods / services quoted

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

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

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

The supplier/contractor shall do the following:

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

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

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



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

16.0 GENERAL:

16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.

16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.

16.3 Mere submission of all the documents will not necessarily mean that the Bidder is

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- suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications if so specified in the tender.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2546427, FAX No: 0484-2545196, Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-TS

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| FACT CENTRALIZED MATERIALS | <u>Loading, unloading & stacking of steel items/Loading unloading and handling of Various Materials at UC Stores / Clearing of garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV</u> | DOC.NO.MM/VS/E20708 Dtd.19.12.2019 |
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ANNEXURE – II A

SCOPE OF WORK & QUANTITY

Item I : Loading, unloading & stacking of Steel items at UC Stores, Udyogamandal

| Sl. No. | Items of work | Unit of Measurement (UoM) | Estimated Quantity for Two years |
|---------|---|---------------------------|----------------------------------|
| 1 | Unloading and stacking of steel plates at FACT UD site without Crane / Forklift- I. | MT | 20 |
| 2 | Unloading and stacking of Structural steel items excluding plates at FACT UD site with Crane / Forklift. | MT | 1200 |
| 3 | Unloading and stacking of Structural steel items excluding plates at FACT UD site without Crane / Forklift. | MT | 40 |
| 4 | Unloading and stacking of steel plates at FACT UD site with Crane / Forklift . | MT | 80 |
| 5 | Loading of Structural steel items excluding plates from FACT UD site with Crane / Forklift. | MT | 10 |
| 6 | Loading of Structural steel items excluding plates from FACT UD site without Crane / Forklift. | MT | 10 |
| 7 | Loading of steel plates from FACT UD site with Crane / Forklift. | MT | 10 |
| 8 | Loading of steel plates from FACT UD site without Crane / Forklift . | MT | 10 |

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ANNEXURE II B

SCOPE OF WORK & QUANTITY

Item II: Loading, unloading & Handling of various materials at UC Stores

| Sl. No. | Items of work | Unit of Measurement (UoM) | Estimated Quantity for one year |
|---------|--|---------------------------|---------------------------------|
| 1 | Code No UDS-HM-01 : Handling of materials such as steel, structural, pipes, rods and sheets, packing materials, chemicals, waste oil, heavy packages, scrap items and other miscellaneous items like frig wool, bricks, valves, wire ropes, cables, cement, AC materials etc. and stacking them as required. | MT | 12,000 |
| 2 | Code No. UDS-OP-01: Opening bags containing rasching rings, saddles, honeycomb bodies etc. sorting, measuring and stacking serviceable and unserviceable items respectively. | M ³ | 50 |
| 3 | Code No. UDS-UL-01A: Unloading and loading of Materials, excluding steel plates and structurals at at FACT UC Stores – FERT. | MT | 5,000 |

1. The contractor shall carry out works as per instructions of the Sr.Manager (Stores)-UC or concerned officers in Udyogamandal Stores. The contractor shall also arrange to carry out the work, anywhere in FACT-UD based on specific instruction from Sr.Manager (Stores)-UC.
2. The quantity shown in the scope of work is only indicative and no guarantee for the quantum of work involved can be given.
3. Unloading/Loading cement and country bricks is not in the scope of work.
4. Note: In case items handled are voluminous, rate per M³ will be applicable. In such cases where the materials handled are very light and also where weight / Volume are not exactly ascertainable, one full days work will be considered as 3 MT for men and 2.5 MT for women.

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ANNEXURE II C

SCOPE OF WORK & TERMS

Item III : Clearing of garbage from FACT Udyogamandal Complex (UC) Plants & Canteens by LCV

1. Clearing of garbage from Fertiliser Plants of FACT Udyogamandal Complex including Ammonia Complex daily except on Sundays and Holidays.
2. Clearing of garbage from FACT Petrochemical Plants of FACT Udyogamandal Complex on every Mondays and Thursdays.
3. Removal of Cob-webs, dust etc from the racks and surrounding areas in stores building at Petrochemical Plants of FACT Udyogamandal Complex once in two weeks.
4. Removal of Additional quantity of Garbage from Petrochemical Plants of FACT Udyogamandal complex on any other day as instructed by the Sanitary Inspector (Maistry) / Welfare Officer.
5. Removal of solid food waste from Udyogamandal Cafeteria, Dining Hall at Ammonia complex, Managerial canteen and Canteen at Petrochemical Plants of FACT Udyogamandal complex daily except on Sundays and Holidays and dumping the waste into the biogas plant/area earmarked for the purpose as instructed by the Welfare Officer / Shift in Charge (Cafeteria) including removal of Coconut shells from Cafeteria in Udyogamandal weekly and deposit the same at locations earmarked inside the factory area / township as instructed by the Sanitary inspector / Maistry from time to time.
6. Disposal/burning of the garbage in the area earmarked for the purpose in the Township at Udyogamandal daily except on Sundays and Holidays as per instructions from the Sanitary Department.
7. The Contractor shall have to provide suitable LCV (Four Wheeler) of good condition in all respects with Driver for transportation of Garbage from FACT – Udyogamandal Complex as shown above. The vehicle shall be available with Driver having valid **Heavy Vehicle Driving Licence on all days excluding Sundays and Holidays** and required number of workers for **loading garbage** from the bins to the vehicle and **unloading** the same at the dumping ground.
8. The garbage deposited in dust bins and surroundings and at different places in the plant area are to be cleared and taken to the dumping grounds/area/pit specifically earmarked for disposal/burning. Garbage from all the places inside the factory should be removed and burned. Canteen waste from Cafeteria and different dining halls shall be transported to the designated area for the purpose.

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9.0 Capacity of Contractor:

- 9.1 Contractor shall own/control through lease agreement suitable LCV and other resources to undertake the subject work for FACT as detailed in clauses 10.1 to 10.23 below.
- 9.2 If suitable LCV is not owned by the contractor, consent letter/lease agreement in Rs.200/- worth Kerala Government Stamp paper and proof of ownership and other documents shall be produced from the lawful owners permitting the use of their vehicle for transportation of garbage for the contract period without any liability to FACT for any damage, loss that may be incurred by the owner during operations connected with the contract. Statutory obligations with regard to the vehicles and its drivers, operators etc., shall be complied with by the Contractor.

10.0 Liability of the Contractor:

- 10.1 Contractor will have to supply the LCV with driver as per instructions from Officer (Canteen)/Asst.Manager(W)UC or their nominees failing which alternative arrangements shall be made by FACT to meet the requirement and any extra expenditure incurred by FACT in this connection shall be recoverable from the Contractors' bills.
- 10.2 Vehicle shall be ready in all respects with fuel, Driver, First Aid Box etc. before reporting to us.
- 10.3 The Contractor shall ensure that the vehicles engaged by him for transportation of garbage shall carry appropriate fire extinguishers and flame arrestors on exhaust pipes.
- 10.4 The Contractor should employ only adult workers, not below 18 years age. He should not employ person who are disabled, infirm, mentally unsound, women in advanced stage of pregnancy, or persons who have crossed the age of 58.
- 10.5 The Contractors should employ only ESI registered workmen. If the contractor has workmen who are not yet registered under the ESI, he should ensure that the workers have been duly registered before employing them in the work.
- 10.6 The Contractor should register eligible workmen in the Provident Fund Scheme as per provisions of the Provident Fund Act/Rules and ensure remittance of PF Contributions at the rates applicable.
- 10.7 The Contractor should keep a muster roll/wage register of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impression of the workers should be obtained in respect of payment of wages in the rolls. This register should be available for scrutiny by FACT at all times.
- 10.8 The Contractor should ensure proper supervision of the work by himself or his representative.
- 10.9 If the body of the vehicle to be used under the contract is not suitable to permit easy movement of the vessels, necessary modifications shall be made on the body to suit the requirements at the risk and cost of the Contractor.
- 10.10 When vehicle(s) have to be taken out of service for statutory inspection or repairs, Contractor shall obtain prior permission of Officer (Canteen) / Dy. Manager (W)UC and shall make



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alternative arrangements for carrying out the work without additional cost to FACT with the prior permission of FACT, failing which FACT shall have the right to make alternate arrangements for removal of garbage at the risk and cost of the Contractor and realize from the Contractor any loss sustained by FACT on account of such arrangements.

- 10.11 During the pendency of this work order, if the Contractor uses vehicles not owned by him, consent letters shall be produced from the owners permitting the use of their vehicles, without any liability to FACT for any damage, loss that may be incurred by the owner/contractor during operations connected with the order. Statutory obligations regarding these vehicles, personnel working in it etc. shall be complied with by the contractor as if the vehicles were owned by him.
- 10.12 The Insurance coverage of the vehicle and crew shall be arranged by the Contractor at his own cost.
- 10.13 The Contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury sustained by the workmen, employed or hired by him in the execution of the contract. The expenses, if any, incurred by the Company on the above will be realized from any amount that may be due to the Contractor from the Company or otherwise.
- 10.14 The Contractor shall arrange to undertake the work based on oral / written instruction from Officer Canteen / Dy..Manager (Welfare) UC or his authorised representative. The Contractor shall not be paid for the days for which the vehicle / crew is not engaged. Pro-rata deduction from the contract amount will be made for any disruption in the work. In addition to this, additional amount incurred by us for getting the work done through any other agency will be realized from the contractor if the contractor fails to carry out the work as per terms & conditions of the contract.
- 10.15 Deduction will be made on the basis of the report from the Sanitary Department.
- 10.16 Solving any dispute arising between the contractor and workmen employed by him for the execution of the work resulting out of this order, is the sole responsibility of the Contractor.
- 10.17 The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, if applicable, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. 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. 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, such expenditure/loss shall be realized from the Contractor.
- 10.18 If the work entails engaging more than 20 contract workers, the contractor should produce the



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license from the competent authority, as per provisions of Contract Labour (Regulations & Abolition) Act 1970.

- 10.19 The contractor shall keep the roads and premises of the plants and buildings free of garbage.
- 10.20 Damages to any of the equipment/materials and loss of tools, if any, issued to the contractor will be assessed by the Officer-in-Charge and the cost thereof will be recovered from the contractor.
- 10.21 Additional clearing of garbage as and when instructed by Dy.Manager (Welfare)- UC shall be done.
- 10.22 If any Company Holidays fall on Mondays / Thursdays, the clearing of Garbage as per cl.1 to 2 of Scope of work may be done on the next day.
- 10.23 The Contractor shall comply with all safety and standing rules applicable inside the company. Any accident/damage to men/machinery/equipments due to non-compliance in this regard or careless operation by the contractor will have to be borne by the Contractor/deducted from the contractors bills at the discretion of FACT and FACT shall be indemnified from all consequences thereof.
- 11.0 Working Hours: The Contractor shall have to undertake transporting on all days as per the schedule excluding Sundays and Holidays.
- 11.1 The work done by the Contractor in each plant/area on the specified days as per the scope and schedule of work of the contract shall be entered in work register(s) at the custody of the respective welfare/sanitary dept. As a proof of having done the work in each plant/area on the respective days noted in the work register, the contractor shall obtain signature from the concerned officer of each plant/office/area on these days. This shall be verified and countersigned by the respective sanitary inspector for all the works except removal of cobwebs at PD store building which shall be carried out in accordance with the schedule of work and certified under instruction from the concerned officer. Also the work register(s) shall be certified by DM(W)/SM(Stores)UC (or) the authorized representatives for the respective work(s). The details recorded in the work register(s) shall be employed for assessing the penalty for non performance.
- 11.2 In addition to the above, monthly Garbage Clearance Certificate signed by the concerned officer/authorised representatives of each plant/section/area after completion of every month shall be obtained in the prescribed format for the areas covered in the scope of work and shall be enclosed along with the monthly bills as a prerequisite for certifying payment
- 12.0 Penalty for Non-Performance:**
- 12.1 Contractor shall deploy adequate number of workers/labourers/vehicle with driver on each day of work, as required for carrying out the work as per the contract and based on instructions from Dy.Manager (Welfare)-UC or their authorised representative.
- 12.2 If the Contractor fails to do the work on any day in the respective area(s) as per the schedule/scope of work and / or fail to obtain the respective signature from the concerned officer, corresponding pro-rata reduction from the monthly bills shall be made at the sole discretion of



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FACT. Also FACT can make alternate arrangements for the work without notice to the Contractor, and all the cost incurred on such arrangements shall be recovered from the contractor without prejudice to FACT's other rights under the contract.

- 12.3 The contractor will ensure quality in the work entrusted to him. In the event of the quality not being satisfactory, the contract is terminable with a notice of 30 days. Incompletion of particular schedule of work for the particular day will attract penalty and payment will not be made for the corresponding schedule of work. The contractor will not be entitled to any compensation on account of the termination of the contract and the security deposit will be forfeited.
- 13.0 **Payment:** Payment will be effected on a monthly basis. Bills together with monthly garbage clearance certificate vide sl.no.6.2, other supporting documents etc shall be submitted to Dy. Manager(Welfare)UC or any other Officer authorised by him for scrutiny/processing. The payment will be made in accordance with the rates given in the Price Bid Format attached based on certification of Welfare Dept. The payment shall be made after deduction of applicable penalty for non performance, statutory deduction of Income Tax, ESI, Provident Fund, other deductions etc to the extend applicable.
- 13.1 Payments as per terms & conditions of Purchase Order/Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorization letter.
a)Bank Name, b)Branch Name c)MICR Code, d)IFSC Code, e) Account type f) Account No.
- 14.0 **Contract Administration:** The contract shall be administered by the Dy. Manger (Welfare)-UC or his authorized representative. The Contractor or his authorized representative shall call on / report to the above officer on daily basis to receive instructions regarding the work to be undertaken by him and arrange to work accordingly. DGM(HR) shall be the over-all authority for all the activities related to this contract and his decision shall be final and binding.

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ANNEXURE - III

PRE-QUALIFICATION CRITERIA FOR BIDDERS

- I Loading , Unloading and stacking of Steel items at UC Stores –Fert and**
II Loading, Unloading & Handling of various Materials at UC Stores-Fert

Bidder should have experience in undertaking similar works like, loading / unloading / stacking / handling / sorting works for a minimum of 100 MT(10 MT for item I) of items such as Structural steel items, Cement, packing materials, heavy packages, bagged products etc., for an organisation of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts., which do their work mainly through public contracts, during any of the preceding five years as on the date of opening of Part-A (Pre-qualification-cum Techno-commercial) Bids. Documentary evidence in support of the above, including scanned copies of (1) Work orders (2) Experience Certificate (3) Performance Certificates etc., from Organizations served, shall be enclosed along with the Part-A bid.



III Clearing of Garbage by LCV from various points in FACT Udyogamandal Complex

- (a) Bidder should have experience in undertaking at least one similar job (transportation, handling etc.) for a minimum contract value of not less than Rs.1.00 lakh for any organization during any one of the last 5 years as on date of opening of Part A Bids. Bidder shall enclose notary attested copies of any of the documents (i) Work order (ii) Experience certificate and (iii) Work completion certificate issued by the contractee with Part A bid as documentary evidence. For this purpose, the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts. which do their work mainly through public contracts shall be considered for acceptance.
- (b) Bidders must own/ have control of minimum one LCV (Four wheeler) from the date of opening of bid till the expiry of the contract period with sufficient proof either in partners name or firm's name. Documentary evidence in support of the above shall be submitted along with the bid. In case of lease, lease agreement in original (in Rs.200/- stamp paper) shall also be enclosed along with the bid.

AND common for all the three items of work :

- (a) The bidder must of sound financial standing. The bidder shall enclose along with pre-qualification bid any of the following documents towards proof of financial soundness:
(a) Copies of Latest Income Tax returns for 3 years , (b) Copies of Latest balance sheet / Profit & loss Account for 3 years and (c) Solvency Certificate in original (for item I Rs. 10,000/- and for item II & III, Rs.100000/-) from a Nationalized / Scheduled Bank. The solvency Certificate shall be issued dated after the date of enquiry.
. Must have a representative in Cochin / nearby areas with communication facility and sufficient authority to co-ordinate day-to-day activities with FACT at Udyogamandal.



Note: The offers of such bidders who meet PQ criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form/documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders/documents submitted by them, directly with the clients or any other agency in this regard.

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

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ANNEXURE-IV

VENDOR DATA UPDATION FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

| Sl. No | Description | To be filled in by Vendor |
|--------|--|---|
| 1 | Name of the bidder | |
| 2 | Address and designation of the Bidder | |
| 3 | Telephone Nos. (with Country/STD codes) | |
| 4 | Tele fax Nos. | |
| 5 | E-Mail id | |
| 6 | Constitution of the firm: (Strike out which is not applicable) | Proprietorship / Regd. Partnership/ Limited Company |
| 7. | Year of Establishment | |
| 8. | Name, Address , Telephone Nos. of Proprietor/Partner/Directors | |
| a. | Name | |
| b. | Address | |
| c. | Phone No. | Office: Residence: |
| d. | Mobile No. | |
| e. | Fax No. | |
| f. | Email id. | |
| 9 | Name and Address of the authorised signatory | |
| 10. | CATEGORY: | |
| a | Whether the entrepreneur comes under the following status (please tick) In case of Micro/Small pl. enclose UAM certificate and declare UAM number in CPP Portal | Micro/Small/Medium |

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| b | In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category | |
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Copies of the following documents (Sl.No.11 to 17) shall be attached along with Part A bid.

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| 11 | Document showing Provident Fund code No. | |
| 12 | PAN CARD No. | |
| 13. | GST Registration Certificate | |
| 14. | Copy of Audited Balance Sheet and Profit & Loss A/c (for 3 years-2016-17,2017-18 & 2018-2019) | |
| 15 | Authorisation Letter/Document certifying the name and signature of authorised signatory | |
| 16. | Copy of certificate for having registration with ESI | |
| 17. | Power of attorney in favour of Authorised signatory | |
| 18 | Mobilization Period | |
| 19 | Name of the Bank and the Branches with which bidder has dealing | |
| | 1) Details of credit limits/facilities enjoyed | |
| | Sl.No. | Name of the Bank |
| | | Type of credit(ie CC/C, O/D etc. |
| | | Amount of credit limit sanctioned |
| | a. | |
| | b. | |
| | c. | |
| 20. | Please furnish the following details along with your Banker's Authorisation letter: | |
| 1 | Income Tax PAN No. | |
| 2 | GST Registration No. | |
| 3 | Name of the Bank with address | |
| 4 | Name of the Branch with address | |
| 5 | MICR Code | |
| 6 | IFSC Code | |
| 7 | Account Type | |
| 8 | Bank Account No. | |
| 9 | Account holder's Name | |
| 10 | Vendor email address | |
| 21 | Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt. Organisation/any other client | Yes/No |

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| 22 | Whether your contract was terminated before expiry of contract period or security deposit/EMD forfeited by FACT or any other Public Sector/Govt./Quasi Govt. Organisation/any other client | Yes/No | | |
| 23 | Whether Proprietor/Partner/Director(as applicable) has been prosecuted by any judicial court for any criminal | Yes/No | | |
| 25 | Declaration on Proprietor/Partners/Directors | | | |
| | Full Name of the Proprietor/Partner/Director | Name of the other firm(s) of which bidder is a proprietor/partner/Director | | |
| a | | | | |
| b | | | | |
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| d | | | | |
| e | | | | |
| | I/We hereby solemnly declare that the Proprietor/Partner/Director of this firm/company mentioned at Sl.No.(s) above is/are common/not common(Strike off whichever is not applicable/with any other firm/company who has applied for against same advertisement. In case of common Proprietor/Partner/Director in other firm, who has applied against same advertisement, pl mention the name of the firm/firms. | | | |
| 26 | Details of EMD | | | |
| | Name of Bank/issuing Branch | UTR No./Challan/ Receipt No. | Date | Amount(Rs.) |
| | | | | |

DECLARATION

I/We certify that all information furnished by me/us against this enquiry are true and correct to the best of my/our knowledge and belief. In the event of any information given by me/us is found to be untrue/incorrect, I /We have no objection in FACT disqualifying me/us against this enquiry and banning me/us from participating in future enquiries as well.

Authorised Signatory,

Date: _____ Name : _____
Place: _____ Designation : _____
Signature : _____
(Seal)

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ANNEXURE -V

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/TS2/Exxxxxx dtd. xx.xx.2017 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder :

Signature of the Bidder:

Place:

Date:

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ANNEXURE- VI

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1 DEFINITIONS

- 1(a)** FACT shall mean THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal (FACT-UD) and at Ambalamedu (FACT-CD) and Marketing offices spread across South India (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).
- 1(b)** "Contractor" shall mean the individual / firm / company, who has been awarded the Work Order (contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

2. PERIOD OF CONTRACT



The period of Contract shall be for **two years** from the date of issue of Letter of Intent (LOI)/ Work order.

3. AGREEMENT

Contractor to Execute Agreement: The contractor shall execute an Agreement with FACT, within 15 days of receipt of the Work Order. The Agreement shall be executed on stamp paper (of appropriate value) as per the proforma as specified by FACT.

4. SECURITY DEPOSIT

- 4.1** The contractor shall furnish an interest free Security Deposit (SD) equivalent to 5% (five percent) of the total initial Work Order value as given in the Work Order (irrespective of actual quantity of work executed during the contract period), by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed by FACT within 15 days of receipt of the work order.
- 4.2** In case the contractor fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money Deposit (EMD) shall be forfeited and alternative arrangements made at the risk and cost of the contractor. The contractor will also be liable for getting delisted from FACT and will not be eligible to participate in future tender(s) as per FACT's policy in vogue.
- 4.3** The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at

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liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

5. FIRMNESS OF RATES

5.1 The rates shall be firm throughout the contract period. No charge/claim on any account, incidental or otherwise, other than expressly provided in the contract, shall be payable by FACT.

6. QUANTUM OF WORK:

FACT reserves the right to reduce or increase the quantum of work at any time without assigning any reason whatsoever and the contractor shall carry out the work as per actual quantity requirements of FACT at the same rates and terms & conditions as per the W.O. The contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantum of work.

7. GOODS AND SERVICES TAX(GST)

Rates given in the Work Order are exclusive of GST and the contractor or FACT, as the case may be, shall remit GST in compliance with the statute. In case GST has to be paid by the contractor as per relevant Rules & Regulations the same shall be reimbursed to the contractor against documentary proof.

The bidder shall furnish the following along with the offers.

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



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

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

The supplier/contractor shall do the following:

- d) Submit GST compliant tax invoice to FACT for payment for the service.
- e) Shall ensure uploading the above invoice as per statute &
- f) File monthly returns in time enabling FACT to claim the input tax credit.

GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the

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

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

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

- 8.0** The Contractor shall carry out works as scheduled as per instructions of the User department.
- 8.1 The quantity shown above is only indicative and therefore no guarantee for quantum of work involved can be given. FACT reserves the right to increase/decrease the quantity of individual services without affecting the total order value.
- 8.2 Works shall be executed in the specified manner to the satisfaction of FACT.
- 8.3** The contractor shall carry out all works incidental to the scope of work stated above, whether expressly mentioned herein or not, for executing the contract to the satisfaction of FACT.
- 8.4** The contractor or his representative or his workmen shall not interfere, obstruct, cause to be interfered with any work entrusted with other contractors by FACT and in the event of his non-compliance with the above FACT will take appropriate remedial action as deemed fit at the risk and cost of the contractor. Any damage caused to FACT's own or hired building/equipment or any property of Dealers of FACT etc., due to the negligence of the contractor or his workmen, will be to the account of the contractor and FACT shall be indemnified by him in all such cases.
- 9.0 COMPLIANCE OF ACTS AND RULES & REGULATIONS:**
- 9.1 The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and the Rules and Regulations thereof:** The contractor shall ensure full compliance with the above Acts and Rules & Regulations. The workers deployed by the contractor for the work shall be covered under the above Acts. The contractor shall be responsible for making all payments to his workmen, including ESI and PF benefits etc., as applicable. The contractor shall maintain proper records relating to labour employed, wages paid etc in the prescribed proforma as per the relevant provisions of the Acts and Rules & Regulations. Copies of the returns acknowledged / accepted by the competent office/authority prescribed in the Act, duly attested by the authorised signatory of the contractor, shall be submitted to FACT before final settlement of the contract. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer on account of the above, such expenditure/loss shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

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9.2 Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.

9.3 The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act,1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

10.0 PAYMENT



Payment shall be effected on fortnightly basis by NEFT/RTGS. The bills shall be certified by the user department and payment shall be made by the Finance Dept. of FACT Ltd. Payments shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory deductions/levies such as PF/ESI liability (as applicable), Income Tax, GST etc. if any as applicable and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

11. ALTERNATE ARRANGEMENT AT THE RISK & COST OF CONTRACTOR

In the event of failure on the part of the contractor to execute the contract to FACT's satisfaction, FACT may give notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. If the contractor still fails to make good failure as called for, FACT reserves the right to terminate the Contract in whole or part and make alternate arrangements to carry out the work through other agencies or by themselves **at the risk and cost of the contractor** without prejudice to FACT's other rights as per the Contract. FACT shall recover all additional costs incurred for such alternate arrangements from the contractor's running bills or from any amounts due to the contractor.

12. INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep FACT or any representative or employee of FACT fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bylaws, notifications, directions or order having the force of law for anything done or omitted to be done by the

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contractor in contravention of such provisions etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of FACT, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor shall do so and if FACT has to take-over the liability, FACT shall deduct all amounts arising out of such liabilities from the security deposit of the contractor or from any other amount due and payable by FACT to the contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to FACT.

13. ASSIGNMENT

The contractor shall not assign or transfer or sublet the contract or any part thereof without the prior written approval of FACT.

14. FACT'S LIEN ON ALL MONEYS DUE

FACT shall have a lien on all/any money that may become due and payable to the contractor under these presents, and/or also on the deposit or security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to FACT by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between FACT and the contractor and further that FACT shall at all times be entitled to deduct the said debt or deposit which may become payable to the contractor under these presents.

15. TERMINATION OF CONTRACT



FACT at its entire discretion may terminate the contract either in part or in full after giving 7 (Seven) days' notice in writing to the contractor.

16. FORCE MAJEURE

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

17. APPLICABLE LAW & SETTLEMENT OF DISPUTES

This contract shall be subject to and shall in all respects be governed by Indian law. Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

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18. FRAUD PREVENTION POLICY OF FACT

FACT, a Central Public Sector Enterprise (PSE) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT 2012 can be viewed in FACT's website www.fact.co.in. contractor shall make himself aware of the above policy and comply with the same.

19. A muster roll of all the labourers employed at site shall be kept by noting the daily attendance and wages. The signature or thumb impression of the employees shall be obtained in respect of the wages on rolls and a copy of the attendance and wages register shall be produced to the Finance Department of FACT within 3 days after wage disbursement in the forms prescribed by FACT.
20. The Contractor will be responsible for the safe, prompt and time-to-time execution of the work as required by user Department.
21. The Contract shall not in any manner or to any extent imply that the Contractor or his workmen will be given work regularly and without interruption. Whenever it is found that the Department workmen are insufficient to cope with the handling and moving of incoming materials, the Contractor will be called to do such work and in such contingencies, the contractor is expected to carry out the work entrusted to him then and there.
22. The Contractor shall be responsible for all kinds of payment to his workmen including Employees State Insurance, Provident Fund and any other extra payment to labourers as applicable under statutory obligations. FACT will not pay any additional amount, on whatsoever account.
23. Contractors should employ only ESI registered workmen for any item of work inside the factory. If contractors have workmen who are not yet registered under the ESI, they should ensure that the workers have been duly registered before employing them in the work.
24. **PF & ESI Regulations:** The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. 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. 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, such expenditure/loss shall be realized from the Contractor.
25. If there is any default on the part of the contractor an estimated amount towards ESI/PF liability



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including penalty/damage will be recovered by FACT from the bills of the Contractors.



26. 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.
27. Contractor should conform to all the laws governing employment and safety of labour and in particular with the provisions of Minimum Wages Act 1936; The Mines Act 1952; The explosive Act 1884 and the Rules and Regulations framed under the said Acts. If any amount become payable by FACT as a result of any claim or obligation in terms of the provisions of the said Acts and Rules and Regulations thereon, such amounts shall be recovered from Contractor.
28. Contractor should comply with the provisions of all Local, State and other Government Rules, Regulations, By-Laws and orders, etc. for the time being in force in the execution of works in the contract.
29. Contractor should conform to the provisions of given laws, rules, regulations and orders for the time being in force with reference to Factories Act, Provident Fund Act, Kerala Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, etc. in the execution of the work and in particular the provisions of the Metalliferous Mines Regulations 1961 and the rules framed thereon shall be kept in view.
30. The Contractor shall obtain valid license from the Labour Department for employing contract labour under the Contract Labour (Regulation and Abolition Act) before commencement of the work. The Contractor shall also ensure coverage of the labourers under the PF and ESI Acts, as applicable.
31. Contractor is liable for payment of all claims or damages, compensation or expenses payable as a result of any accident or injury sustained by the workmen employed or hired by contractor in the execution of the contract, which contractor is liable to pay by rule, law and order of Government. The expenses, if any incurred by FACT on the above, will be realised from any amount that may be due to contractor from FACT.
32. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered with, to the detriment of FACT's interest by contractor or their employees, the contract will be terminated without notice and the remaining work for the unexpired portion of this contract will be arranged by FACT through other parties at contractor's risk and cost. The decision, whether FACT's work has been interfered with or obstructed, will be taken by FACT and it will be final.
33. Final settlement of contractor's bill will be subject to clearance from PF Section regarding PF liability.
34. FACT will not be responsible for payment of any compensation for any hold-up of works due to strike or situation beyond the control of FACT.

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35. Contractor should strictly observe the safety and security regulations of FACT. Any loss or damage, incurred by FACT on account of contractor's failure or that of their employees to observe the security and safety regulations of the Company shall be to their account.
36. Contractor should employ only adult workers not below 18 years of age. Contractor should not employ persons who are disabled, infirm, mentally unsound, women in advanced stage of pregnancy or very old persons.
37. If the work entails engaging more than 20 contract workers, the contractor should produce the license from the competent authority, as per provisions of Contract Labour (Regulations & Abolition) Act 1970.
38. The Site Engineer/Site-in-Charge will assess the damages to any of the equipments/materials and loss of tools issued to contractor and the cost thereof will be recovered from them.
39. In all cases of disputes the decision of the General Manager, F.A.C.T. Ltd., Udyogamandal Complex shall be binding.
40. The contract shall not mean continuous work for the Contractor. There will not be any payment towards idling charges on account of this.
41. FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.
42. In case, the contractor fails to carry out the works satisfactorily as per the contract, FACT may give 24 hours notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of, within the said time. In default of compliance of the said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means/other agencies and all losses, damages or extra expenditure incurred in this connection shall be to the contractor's account.
43. The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
44. Insurance coverage of the Contractor's belongings, personnel deployed for the job shall be arranged by him at his own responsibility and cost.
45. The Contractor shall exercise care, diligence and promptness in the work and adhere to all rules and regulations, statutory obligations and all other rules and laws that have a bearing on the work. Any damage, or any action legal or otherwise arising on account of the contractor's failure or negligence or breach of the statutory obligations, shall be to the contractor's account. If any loss/expenditure arising from the breach thereof is not satisfactorily met/settled by the contractor, FACT reserves the right to withhold payment of bills/security deposit and discharge the obligations of the contractor without prejudice to the company's right to claim from the

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contractor full value of damage/compensation. The Account rendered by FACT in this connection shall be treated as final.

46. The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against all actions or suits, costs, damages, changes and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the labourers deployed by the contractor for the work.
47. Strike etc., by contractor's labour owing to any dispute pertaining to wages or otherwise will not be deemed to be a reason beyond the control of the contractor.
48. The Contract once awarded shall not imply that the Contractor will have the exclusive right for handling of FACT's materials in other related areas. The contract is not a guarantee to the Contractor either for continuity of work on all days or any definite volume of work at any time.
49. **Passes:**
The Contractor shall obtain passes for himself, his workers and vehicles for entry inside the premises of FACT and where unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which, amount as fixed by FACT shall be payable for every pass thus not surrendered.
50. FACT reserves the right to suspend or terminate the contract partially or wholly at any date during the validity period of the contract.

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our "Standard Terms and Conditions of Contract - Annexure -VIII. In case of any contradiction between Special Terms and Conditions - Annexure - VII and Standard Terms and Conditions of Contract - Annexure - VIII, Annexure - VII will prevail.

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ANNEXURE VII

STANDARD TERMS AND CONDITIONS OF CONTRACT

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18. *ENTIRETY OF CONTRACT*

01. GENERAL:

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



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

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

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

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

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

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

02. SECURITY DEPOSIT:

The Contractor shall remit 5% of the total contract value as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

The EMD remitted by the Contractor can be adjusted towards security deposit, if so desired by him. EMD shall be returned only on remittance of requisite Security Deposit.

The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

03. RATES:

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



The rates shall be firm for the period of contract.

04. PAYMENT:

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

05 QUANTITY:

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

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quantity made available for transport.

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

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



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

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

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

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

Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously

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marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.

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

09. STATUTORY OBLIGATIONS

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

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

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

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



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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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

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12. TERMINATION:

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

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

13. FORCE MAJEURE:

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

14. ASSIGNMENT:



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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

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

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16. FRAUD PREVENTION POLICY OF FACT:



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

17. ENVIRONMENT MANAGEMENT SYSTEM:

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

18. ENTIRETY OF CONTRACT:

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

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ANNEXURE -X

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH Rs.200/-)

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

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

In consideration of FACT 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 FACT merely on demand any sum or sums from time to time demanded by FACT 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 FACT by reason of any breach by the said Contractor of any of the terms and conditions contained in the said work order.



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

We undertake to pay to FACT any money so demanded not withstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take for the performance of the said contract and that it shall continue to be enforceable till all the dues of FACT under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till FACT 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

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our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to FACT and the said Bank shall not be released from its liability under these presents by any exercise by FACT 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 FACT or any indulgence by FACT to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or FACT or the said Contractor nor shall this guarantee be affected by any change in the constitution of FACT 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 FACT's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

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



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

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

Dated this day of Two Thousand and Seventeen.

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

Full address of the Branch issuing this guarantee:

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ANNEXURE-XI

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

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

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

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

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

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

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

For



In the presence of witnesses:

1. _____
2. _____

In the presence of witnesses:

1. _____
2. _____

for and on behalf of the Company.

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