

CORPORATE MATERIALS	TRANSPORTATION ARRANGEMENT FOR CD EMPLOYEES	Tender.No:MM/180/E24458 Dated 09.12.2021
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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 from operators for operating 30/17/15-seater buses to transport employees of FACT COCHIN DIVISION at Ambalamedu to and from the destinations in various timings from Aluva / Ernakulam / Perumbavoor for a period of 2 years, through <https://eprocure.gov.in> portal. The details of work are described in the Schedule of Operation (**Annexure-II**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**) and Terms and Conditions (**Annexure-VI**) applicable for the proposed contract.



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

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

1.0 General Information

Enquiry No.	MM/180/E24458 Dated 09.12.2021
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	24.12.2021 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	27.12.2021 / 11.00 A.M.
Name of Work/Description	Transport of FACT-CD Employees to and from the destinations in various timings from Aluva / Ernakulam / Perumbavoor for a period of 2 years .
EMD	As per clause 7.0 of Instructions to Bidders
Security Deposit	3% of the total contract value
Period of contract	2 years from date of commencement of work
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: 0484-2568374, 9497334230, email: ajinoanandh@gmail.com 2) Mr. Paul P Thomas, Tel: 0484-2568629 e-mail: paulpt@factltd.com 3) Mr. Julian R, Tel: 0484-2568260,2545196 e-mail: Julian@factltd.com

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

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3.0 GENERAL

- 3.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 3.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 3.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive
- 3.4 Partnership firms having common partners will be treated as one Bidder.
- 3.5 Bidders shall quote prices in the BOQ only and not elsewhere. **The rate shall be firm throughout the contract period, subject to the only variation in relation to the price of Diesel price in accordance with the provisions in the terms and conditions attached hereto.** Rates shall be quoted in the same unit of measure given in the BoQ and shall be considered accordingly. No other documents shall be enclosed with Price Bid (BOQ).
- 3.5 Evaluation of price bids (BoQ) and determination of the **lowest bidder** (L1) shall be done 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. The work order shall be issued for item (1), (2) and Item (3) separately or in combination of two or more items, based on the evaluation of prices.
- 3.6 In case more than one bidder become L1, based on the evaluation method as above, contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.
- 3.7 The Un-priced bid (Annexure-VIII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable.

For The Fertilisers And Chemicals, Travancore Limited

ASST GENERAL MANAGER (MATERIALS)-T&S



List of Enclosures of this NIT is as follows:

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SL. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II	Schedule of operation	1
3	Annexure II-A	Starting, Boarding and Arriving points	1
4	Annexure III	Pre-Qualification Criteria for bidders	1
5	Annexure IV	Vendor Data Updation (Declaration) Form	5
6	Annexure V	Compliance Statement	1
7	Annexure VI	Special Terms & Conditions of contract	6
8	Annexure VII	Standard Terms and Conditions	5
9	Annexure VIII	Un-priced copy of Price bid format	1
10	Annexure IX	Price bid format (BoQ)	1
11	Annexure X	Bid Security Declaration Format	1
12	Annexure XI	Proforma of Bank Guarantee for Security Deposit	2
13	Annexure XII	Proforma of Agreement	1

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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

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

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

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

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



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

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

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

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

5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power

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failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.

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

6.0 BID OPENING:

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

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



7.0 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.

7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

8.0 PURCHASE PREFERENCE:

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

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period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is non divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

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

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contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

- 12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.
- 12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the Contractor.



13.0 PURCHASER'S RIGHT:

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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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

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

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

The supplier/contractor shall do the following:

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



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

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

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

16.0 GENERAL:

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

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and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.

- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION 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.

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ANNEXURE II

SCHEDULE OF OPERATION

No.1	30 Seater (all days)	kms.
7.00 AM	From Aluva Bank Jn. via Pump Jn., Kalamassery HMT Jn., Seaport-Airport Road (upto Kakkanad), Infopark, Brahmapuram, Karimugal, Kuzhikkad, Phase II.	30
4.10 P M	From FACT CD to Aluva Bank Jn. via Kuzhikkad, Karimugal, Brahmapuram, Infopark, Kakkanad, Seaport-Airport Road, Kalamassery HMT Jn, Aluva. Bank Jn,	28
	Total kms	58
On Saturdays		
12.05 PM	FACT CD to Kuzhikkad and back	6
	Total kms	64
No.2	17 Seater (all days)	
6.50 A M	High Court to FACT-CD via Palarivattom, Edappally Bye-pass Jn., Vyttila bye-pass and Tripunithura	29.5
8.10 A M	From FACT-CD to Aluva Bank Jn. via Tripunithura, Vyttila bye pass, Kalamassery.	35
2.50 P M	From Aluva Bank Jn. to FACT-CD via Pump Jn., Kalamassery, Vyttila bye pass, Tripunithura.	37
4.10 P M	FACT CD to High Court Jn., via Tripunithura, Vyttila bye pass, Edappally bye pass Jn., Palarivattom.	29.5
	Total kms	131
No.3	15 Seater (all days)	
6.50 A M	Perumbavoor to FACT-CD via Pattimattom, Kizhakkambalam, Peringala, Kaninadu, Karimugal.	32
8.10 A M	Back to Perumbavoor via Karimugal, Kaninadu, Peringala, Kizhakkambalam, Pattimattom.	32
2.50 P M	Perumbavoor to FACT-CD via Pattimattom, Kizhakkambalam, Peringala, Kaninadu, Karimugal.	32
4.10 PM	Back to Perumbavoor via Karimugal, Kaninadu, Peringala, Kizhakkambalam, Pattimattom.	32
	Total kms	128

Note: The Company reserves the right to alter the routes from time to time in case of exigencies, for which no variation in payment shall be made provided the change in distance is +/- 10% per day for the particular route. In the case of variation beyond +/- 10% payment/deduction for the variation shall be effected on a pro-rata basis at the rates as per the contract.

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ANNEXURE: II – A

Starting/Boarding/Arriving points of Contract Buses

Bus No. 1	Bus No. 2	Bus No. 3	Bus No. 2
Aluva to Ambalamedu via Kakkanad, Brahmapuram, Township	Highcourt to Ambalamedu via Kaloor, Edappally & Tripunithura	Perumbavoor to Ambalamedu	Aluva to Ambalamedu via bye pass & Tripunithura.
30 seater	17 seater	15 seater	17 seater
Aluva Bank Junction	High court	Perumbavoor KSRTC Jn.	Aluva Bank Jn.
Pump Kavala	Ernakulam North	Uduppi Jn.	Pump Kavala
General Hospital Jn.	Kaloor	Allappa	General Hospital Jn.
Company pady	Mamangalam	Vengola	Company pady
Ambattukavu	Edappally Bye pass Jn.	Onankulam	Ambattukavu
Premier Jn.	Palarivattom-NH Bye pass Jn.	Arakkapady	Premier Jn.
ITI Junction	Chakkaraparambu	Kummanodu	South Kalamassery
Kakkanad	Vyttila	Pattimattom	Edappaly toll
Brahmapuram	Chambakkara	Kizhakkambalam	Palarivattom-NH Bye pass Jn.
Karimugal	Petta	Achan Kavala	Vyttila
Type V gate	North Fort	Pallikkara	Chambakkara
Post office Jn.	S.N.Junction	Ambalampady	Petta
Kuzhikkad	East Fort	Peringala	North Fort
Phase I gate	Karingachira	Kaninadu	S.N.Junction
Phase II	Hill Palace	Peechingachira	East Fort
	Valanjambalam	Karimugal Colony	Karingachira
	Kollenpady	Type V gate	Hill Palace
	Chithrapuzha	Post office Jn	Valanjambalam
	Ambalamugal	Kuzhikkad	Kollenpady
	Kuzhikkad	Phase I gate	Chithrapuzha
	Phase I gate	Phase II	Ambalamugal
	Phase II gate		Kuzhikkad
			Phase I gate
			Phase II gate

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Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		FACT



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ANNEXURE III

PRE-QUALIFICATION CRITERIA TO BE MET BY THE BIDDERS:

1. Bidder shall have experience in undertaking passenger transport services within Kerala during any one of the last five years as on the date of tender. Documentary evidence in support of the above such as copies of i) Work orders supported by corresponding ii) Experience certificate and iii) Performance certificates etc., from organization served shall be enclosed along with Part-A Bid. 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. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry.

2. The bidder shall own, be in possession and commit for the work of FACT, the number of buses as per the Schedule of Operation indicated in the enquiry. The buses offered for the work shall not be older than **5 years** at the time of commencement of work. Documentary evidence in support of the above such as Lease agreement in Rs.200/- Stamp paper (for leased vehicles), copies of Registration certificate, Permit, Insurance, Fitness Certificate etc. shall be furnished/uploaded along with the bid.



3. Bidder must have an office at KOCHI or nearby areas or be willing to open one immediately on award of the contract if any. The office shall be equipped with telephone/fax/email and shall have a responsible officer to co-ordinate the day-to-day activities with FACT.

Bidders not meeting the above criteria will not be considered.

Note for Micro & Small Enterprises and Startups

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

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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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 or withholding of information may result in disqualification of the bidder.



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.	Nam, 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 given status (please tick and attach document) * In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam	Micro/ Small/ Medium

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	Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders may not be able to enjoy benefits as per PP Policy for MSME order, 2012.			
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category			
Copies of the following documents (Sl.No.11 to 17) shall be attached alongwith Part A bid.				
11	Document showing Provident Fund code No.			
12	PAN CARD No.			
13.	GST Registration No./Provisional ID			
14.	Copy of Audited Balance Sheet and Profit & Loss A/c (for 3 years-2018-19,2019-20 & 2020-2021)			
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	Vehicle details (Registered in the name of the Bidder or leased)			
		30 seater bus	17 seater bus	15 seater bus
a.	Make			
b.	Model			
c.	Regn.No(attach copy of RC Book)			
d.	Seating capacity excluding seats for crew-driver/cleaner/ checker etc.			
e.	Details of Hypothecation of the buses, if any.			
f.	Contract carriage valid Permit No.			
g.	Permit valid up to			

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Note: Copies of documents for all the above are enclosed. Originals shall be produced for verification on demand.

20 Own Workshop/ Garage / Servicing station: Yes/No

a	If 'yes', i. Address of the service station: _____ :	
	ii) Contact person with phone No:	
b	If "No", Arrangements with other parties for repairing / servicing of vehicles. i. Address of the service station:	
	ii) Contact person with Phone No:	

21 Experience of transport operations: Yes / No.



If 'Yes' furnish details as below-

Sl. No.	Name of client	Contract period	Type of vehicle operated, with capacity	Registration No. of vehicles

22 . Vehicles committed to other clients at present.

Sl. No.	Name of client	Contract period	Type of vehicle operated, with capacity	Registration No. of vehicles



23 Name of the Bank and the Branches with which bidder has dealing
1) Details of credit limits/facilities enjoyed

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	Sl.No.	Name of the Bank	Type of credit(ie CC/C, O/D etc.	Amount of credit limit sanctioned
	a.			
	b.			
	c.			
24	Please furnish the following details along with your Banker's Authorisation letter			
	I.	Income Tax PAN No.		
	II.	GST Registration No.		
	III.	Name of the Bank with address		
	IV.	Name of the Branch with address		
	V.	MICR Code		
	VI.	IFSC Code		
	VII.	Account Type		
	VIII.	Bank Account No.		
	IX.	Account holder's Name		
	X.	Vendor email address/es		
25	Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt.Organisation/any other client			Yes/No
26	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
27	Whether Proprietor/Partner/Director(as applicable) has been prosecuted by any judicial court for any criminal case			Yes/No
28	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			
	c			
	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.			
29	Bid Security Declaration in lieu of EMD (Pl. tick)			Submitted/Exempted

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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 : _____
(Seal) _____ Signature : _____

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ANNEXURE-V

COMPLIANCE STATEMENT



We state that our offer against Enquiry No. MM/180/E24458 dated. 09.12.2021 is in full compliance with the documents issued against the Enquiry No: MM/180/E24458 dated. 09.12.2021 without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Schedule of operation 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

Name of work: Contract for operating buses to transport Employees of FACT COCHIN DIVISION to and from the destinations, in various timings, as shown in the Schedule of Operations (Annexure-III).

1.0 Definition:

1.1 **The 'Company'** shall mean The Fertilizers And Chemicals Travancore Ltd., having its registered Office at Eloor, Udyogamandal, Ernakulam Dist., Kerala

1.2 **The "Contractor"** shall mean the individual or firm with whom the Company has entered into Contract.

1.3 **The "Works"** shall mean the works to be executed in accordance with the Contract and shall include all extra or additional or substituted works as required for the performance of the Contract.

2.0 The Contractor shall carry out and complete the work in every respect in accordance with this contract and as directed by the Company. The Company shall reserve the right to alter, modify, change, withdraw or cancel all or any such instructions, orders, etc. without assigning any reason thereto.

3.0 The Contractor should possess and commit the vehicles offered in his bid. The vehicle shall be in good condition with valid pucca contract carriage permit with the following seating capacities to transport employees of FACT COCHIN Division working in different shifts to different places as shown in the schedule.

a) *Not less than 30 seats - one bus.*

b) *Not less than 17 seats - one bus.*



c) *Not less than 15 seats - one bus*

3.1 Buses shall not be older than **FIVE years** at the beginning of the contract. These buses can be retained or buses of the same model can be operated throughout the contract period. The buses and the valid contract carriage permits shall be in the name of the contractor.

3.2 When buses are to be withdrawn temporarily for test work or in the event of a break down or failure of the bus or due to any other reasons, the contractor shall make alternate arrangement, using same model and same seating capacity buses permitted for operation as per terms of the contract. However, operation of alternate vehicle shall not exceed 45 days in a year counting from the date of commencement of contract. In case the contractor operates buses which are not owned by him due to any reason penalty @1% of the bill amount per day will be applicable beyond 45 days in a year for each bus and the same will be recovered from the monthly bills of the contractor.

3.3 Only employees who are authorized by the Company by issue of valid bus passes to travel in those buses/Vehicles should be permitted to travel in these buses/vehicles. The Contractor shall ensure this and any unauthorized travel will be at the risk of the Contractor. For each unauthorized passenger in the contract bus Rs.10/- per passenger for the trip will be deducted from the Contractor's monthly bill.

3.4 If out-modelled (vehicles not as per specification given in the tender/work order) buses are found in operation, penalty on the following basis will be levied: -

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- a) For one-day operation in a month, no penalty shall be recovered provided the same was required due to unforeseen breakdown.
- b) For operation of 2 to 4 days in a month, penalty at the rate of 1% per day of the monthly bill amount for the respective buses. This penalty will be applicable from the 1st day onwards.
- c) For operation beyond 4 days, penalty will be @ 2% per day of the monthly bill amount for the respective buses.
- d) The maximum penalty as per (b) and (c) above shall be limited to 50% of the monthly bill amount for the respective buses.
- e) The above provisions will not prevent the Company from terminating the Contract and making alternate arrangements, if such out-modelled buses as per the contract terms are found to be in continuous operation.

3.5 In case a situation arises where it is found that the number of passengers in any of Services/Schedules is insufficient and consequently the Company decides to stop any of the contract carriages/schedules, the Company reserves the right to do so and the contractor will have no claim whatsoever on account of such stoppages of service(s). If the number of passengers in any of the services/schedules is insufficient and consequently the Company requires the contractor to operate the contract with a vehicle of smaller capacity, the contractor is bound to do so and the rate for the vehicle(s) of smaller capacity shall be mutually negotiated. In such cases the Security deposit vide clause No.6 below will be modified suitably to take care of the resultant reduction in contract value.

4.0 The rates shall include all direct and indirect costs and profit element for the contractor and the Company shall not entertain any other claim on any account during the pendency of the contract except for variation due to changes in price of high speed diesel as per Clause-5 below.



5.0 The rates shall be firm during the period of the contract. However, during this period, the Company may revise, increase/decrease, the rates if the price of High Speed Diesel Oil is increased / decreased. The revision formula applicable will be at the following:

- 30 seater bus : 12.5 paise per km. for one rupee revision of price per litre of diesel.
- 17 seater bus : 10 paise per km. - do -
- 15 seater bus : 10 paise per km. - do -

The increase / decrease in the contract rate shall be calculated in this proportion; i.e., if the diesel price is increased / decreased by 50 paise per litre, the rates shall be increased / decreased by 5 paise per kilometer for 15 seater bus.

The revision in the contracted rate shall be calculated in this proportion for the variation in price of HSD oil, based on simple average of daily rate of HSD oil for the whole monthly, billing cycle period (Based on a simple average rate for the full month basis).

6.0 The successful bidder shall pay a Security Deposit equivalent to 3% of the total contract value and execute an agreement with the company within 15 days of the date of Letter of Intent/Work Order. EMD (if applicable) by the successful bidder will be allowed to be adjusted towards Security Deposit. Security Deposit may be provided either by DD/RTGS/NEFT in favour of FACT Ltd. payable at Udyogamandal or Ernakulam or by way of Bank Guarantee from any Nationalized/Scheduled Bank as per proforma enclosed. Security Deposit shall not bear any interest and shall be refunded on



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satisfactory completion of the Contract.



- 7.0 In case the successful bidder fails to deposit the prescribed Security Deposit or fails to execute the Agreement as per the terms and conditions of the work order, the Letter of Intent/Work Order issued to him is liable to be cancelled and the Earnest Money (if applicable) deposited by the bidder shall be forfeited without any further reference and alternate arrangements made at the risk and cost of the bidder, without prejudice to FACT's other rights under the contract.
- 8.0 The Contractor shall be required to start operation of the contract as per the date specified in the Letter of Intent/Work Order.
- 9.0 The Contractor shall not assign, transfer or sublet the contract to any party without the prior written approval of the Company.
- 10.0 The Contract shall be for a period of 2 years. The Contractor shall be fully responsible for the successful execution of the contract as per the terms and conditions of the Work Order. Company reserves the right to terminate the contract at any time during the period of the contract, after giving notice of one month, if the performance of the contractor is not found satisfactory and the decision of the Company in this respect shall be final. The contractor shall be responsible for all consequences arising out of such termination and the Company shall be free to seek other remedies in addition to forfeiture of Security Deposit and the Company reserves the right to make alternate arrangement of the work at the risk and cost of the Contractor.
- 11.0 The Contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The Contractor shall comply with all rules and regulations and other statutory obligations under the legislative enactments and bear the cost of the same, if any. The Contractor shall maintain proper records, registers as required by the concerned statutes and submit them to the Company as and when required.
- 12.0 The Company shall not be responsible either directly or indirectly in any manner whatsoever for any omission or commission of the Contractor.
- 13.0 It is the responsibility of the Contractor to meet all claims for compensation under the Workmen's Compensation Act, Motor Vehicles Act or under any other law in respect of accidents.
- 14.0 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the Contractor shall be on his/their pay roll and paid by him/them. All disputes or differences between the Contractor and his/their employees shall be settled by him/them. The Company shall have absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify the Company against all losses or damages or liabilities arising out of his/their relations with his/their employees or in the course of his/their employment with the Contractor.
- 15.0 **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 once in a month say on 10th of each month to the Pay Roll/PF Section, Cochin Division so that the ESI/PF amount can be ascertained and recovered/payment obtained.

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- 16.0 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.
- 17.0 If there is any default on the part of the Contractor, an estimated amount towards ESI/PF liability including would be penalty/damage shall be recovered by the Company from the bills of the Contractor.
- 18.0 The Contractor shall adhere to and enforce all security, safety, fire protection and other rules of the Company during the performance of the work. The Company reserves the right to prohibit entry into Company's premises to the Contractor's workmen either individually or wholly without assigning any reasons. In that event Contractor shall replace such workmen and conduct the services without interruption.
- 19.0 The Contractor shall furnish a list of employees whom he/they intends to take in for his/their job, to the Manager Welfare of the Company and obtain approval. Similarly, when new persons are to be engaged, due permission shall be taken from the Manager Welfare.
- 20.0 Insurance of the vehicle and the risk of passengers travelling in the vehicles shall be covered by the Contractor to the extent of liability specified in the Motor Vehicles Act and rules made there under from time to time.
- 21.0 Bills for the work done shall be presented by the Contractor with supporting documents once in a month to the Manager Welfare, FACT-CD, who will verify and pass the bills for payment from our Finance Department. Payment will be normally made within fifteen days from the date of receipt of the bill, complete in all respects.
- Payment will be credited to Contractor's bank through National Electronic Fund Transfer or RTGS. Contractors are required to furnish the following details along with their Banker's authorisation letter.
a) Bank Name, (b) Branch Name, (c) MICR Code, (d) IFSC code (e) Account Type (f) Account No.,
- 22.0 The trip timings etc. are notified in the trip schedule at Annexure-II & II-A and accordingly the buses of the contractor shall start from and reach the concerned spots at the specified timings noted in the trip schedule for incoming and outgoing journey. The bus has to cover all the points indicated in Annexure IIA in forward and return journey while following the traffic/one way system. The trip schedule now given is subject to revision at the discretion of the Company and the Contractor shall follow the revised schedule as and when he/his firm is required to do so.
- 23.0 The Company reserves the right to alter the routes from time to time in case of exigencies, for which no variation in payment shall be made provided the change in distance is +/- 10% per day for the particular route. In the case of variation beyond +/- 10% payment/deduction for the variation shall be effected on a pro-rata basis at the rates as per the contract.
- 24.0 The punctuality of arrival of contractor's bus at the factory premises is of paramount importance. In cases of delay in the scheduled arrival of the bus at the Factory, an amount of Rs.100/- (Rupees one hundred only) for every 15 Minutes delay or part thereof subject to a maximum of Rs.200/- per trip per



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vehicle shall be recovered from the contractor towards liquidated damages for late arrivals. Delay in trips beyond half an hour will be treated as non-operations. Whenever there is delay in arrivals for reasons attributable to the Contractor, such as late starting, break-downs of vehicles, etc., the resultant monetary loss suffered by our employees on account of late punching shall be realized from the Contractor. Further, in case of failure of operation/non operation of any trip or trips thereof, double the rate per trip, the rate per trip being calculated by dividing the total contract amount per day with the total number of trips per bus, will be recovered as penalty.

- 25.0 The Contractor shall make his own arrangements for the filling of fuel, lubricants, etc., and check the conditions of the vehicles before each trip and attend to required maintenance at his own expenses.
- 26.0 The Contractor shall produce all vehicles for inspection by the Company before placing the vehicles for the work under this agreement. Replacement of vehicles shall also be subject to the prior inspection by the Company. The condition of the vehicles including the operation of the doors and windows, conditions of seats and protection from rain are to be up to the satisfaction of the Company.
- 27.0 The contractor(s) shall be liable to run the vehicle(s) for transporting the Company employees, during exigencies, as per specific request from the Company, to places other than those given in the trip schedules. Whenever such special requests are met by the Contractor, additional payment shall be made by the Company at the rates specified in the contract for the distance run in excess of the normal daily running distance, calculated on pro rata basis. During the above arrangements, if the contractor is not able to run the scheduled trips solely due to running such extra trips, the Contractor shall not be liable for such lapse for those particular days.
- 28.0 The contractor shall be liable to run the vehicles for additional distances, as per the requirement of the company, while idling at CD, for the rate equalling only to the cost incurred by the contractor for the quantity of diesel to cover that distance.
- 29.0 If any work entrusted with other parties by the company is obstructed by, interfered with or caused to be interfered with, to the detriment of the company's interest by the contractor or his employees; the contract shall be terminated without notice and the remaining work for the un-expired portion of this contract arranged by the company through other parties at the contractor's risk and cost. The decision whether the company's work has been interfered with or obstructed, shall be taken by the company and it shall be final.
- 30.0 **FORCE MAJEURE:** Neither the Contractor nor the Company shall be considered in default in performance of their obligation so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemic, accidents, fire, wind, flood or because of any law and order proclamation, regulation or ordinance of Government or sub-division thereof or because of any act of God. However on Strike / Hartal days, when police escort is provided, the contractor is liable to operate the schedule(s) as per the directions given by the company.
- 31.0 If the Contractor becomes insolvent or in the event of his going into liquidation or winding up his business, as the case may be, or if in the opinion of the Company, fails to fulfill his obligations in the execution of the work to Company's satisfaction, the Company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention money without prejudice to the Company's rights to claim compensation from the contractor for losses or damages suffered by the Company as a result of the above arrangements. The Contractor shall have no claim for compensation for any loss that may occur consequent to the above arrangements.
- 32.0 The Contractor and his employees are expected to abide by the discipline and traffic regulations as directed

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by the Company and CISF personnel from time to time within the Company area. The Company reserves the right to demand the removal of the Contractor or his employees who have been declared by the Company as offending its directives, without relieving the Contractor from his obligations under the contract.

33.0 The Contractor shall assume all liabilities for, and keep the Company wholly indemnified against, all actions or suits, costs, damages, charges and expenses arising out of or in connection with carrying out of the work covered by the contract whether such suit or claims is brought about by members of the public, neighbouring organizations, workmen engaged in the work etc.

34.0 **ENTIRETY OF CONTRACT:**

The contract includes all of the agreement between the Contractor and the Company and no other communication or proposal or understanding, written, oral or implied shall be considered to be included in the work order or form part of the contract between the Contractor and the Company unless specifically agreed to in that behalf in writing by the Company.

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

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ANNEXURE: VII

STANDARD TERMS AND CONDITIONS OF CONTRACT

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

01. GENERAL:

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

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

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



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

The contract once awarded will not imply that the Contractor has exclusive right for the particular job. The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

02. SECURITY DEPOSIT :

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

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The EMD (if applicable) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. Such EMD shall be returned only on remittance of requisite Security Deposit. The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

03. RATES:

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

Rate revision on account of changes in the price of High Speed Diesel (HSD) oil shall be effected only if specified in the Special Terms and conditions, in which case, the HSD price at KOCHI on the date of bid opening (Techno-Commercial Part) shall be the base rate for this purpose.

04. PAYMENT:

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

05 QUANTITY:

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

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:



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

08. SECURITY & SAFETY REGULATIONS:

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

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

Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any

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

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

09. STATUTORY OBLIGATIONS

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

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



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

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

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

10. CONTRACTOR'S WORKMEN

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

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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.

12. TERMINATION:

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

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

13. FORCE MAJEURE:

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

14. ASSIGNMENT:

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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



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

16. ENVIRONMENT MANAGEMENT SYSTEM:

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

17. FRAUD PREVENTION POLICY OF FACT:

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

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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: VIII

PROFORMA OF UNPRICED COPY OF PRICE BID
(To be submitted with Part-A Bid)

Sub: Operation of buses to transport employees of FACT-CD as per the enquiry No.**MM/180/E24458** dated **09.12.2021**

Note 2.: Please **do not fill in Rates in this format**. Please fill in "**Quoted**" in the blank column provided against each.

We here by quote our competitive rate as below for all the items of work cited above in compliance with the enquiry documents without any deviation.

Sl. No.	Schedule	Quantity (Days)	All inclusive Rate per day excluding GST Indicate "Quoted"
1	30-seater bus	730	
2	17-seater bus	730	
3	15-seater bus	730	

This bid is submitted in compliance with the enquiry documents and accepting all the requirements, instructions, terms and conditions, proforma of bank guarantee and proforma of agreement etc. without any deviation.



(Signed by) Authorised Signatory:.....

Name and address of the Bidder:.....

Place:

Date:

(Stamp)



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ANNEXURE: IX

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

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ANNEXURE- X

Bid-Security Declaration

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

Reference: (1) Enquiry No.MM/180/E24458 dated 09.12.2021of FACT.
(2) Our Bid No. _____ dt.

I/We , irrevocably declare as under:

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

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

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



Signature:

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

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

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

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ANNEXURE XI

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

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

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

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

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



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

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

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

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

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conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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



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

Dated this day of Two thousand and Eighteen.

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

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE XII

AGREEMENT

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

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

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

NOW THESE PRESENT WITNESS THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Work Order no. dt. and accompaniments thereunto the Contractor shall duly perform the said works, 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 Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For


In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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