

GST DECLARATION

Name of Work: Annual Maintenance Contract (AMC) (2021-22) for 60T Electronic Weighbridge at Phase-II & for 50T Electro-Mechanical Weighbridge at Phase-I, FACT-CD, Ambalamedu.

Tender No: 04028/2021-2022/E24536 dtd 22-12-2021

1. Goods and Service Tax (GST) @ applicable rate for the work, shall be paid extra on the quoted amount for bidders with valid GST registration
2. Bidders with valid GST registration number shall quote the number below. Inter-state suppliers shall mandatorily quote the registration number or else, the offer is liable to be rejected.

GSTIN

ARN (if available)

3. Bidders without GST registration shall sign the following declaration (this is not applicable for inter-state bidders).

Strike off, if not
applicable

I/We, hereby declare that I/We are exempt from GST registration on account of the annual turnover being less than Rs. 20 Lakhs.

Signature of the bidder with name and address

Place:

Date:



COMPLIANCE STATEMENT

Name of Work: Annual Maintenance Contract (AMC) (2021-22) for 60T Electronic Weighbridge at Phase-II & for 50T Electro-Mechanical Weighbridge at Phase-I, FACT-CD, Ambalamedu.

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I/We state that my/our quotation is in full compliance with the documents issued against the enquiry except for the deviations listed below:

LIST OF DEVIATIONS

Sl.No.	Description	Reasons for deviation

Name of vendor:

Name, Signature of the Bidder

FACT Cochin Division

(Proforma of Bond to be executed on Stamp Paper of Rs.200/-)

CONTRACT NO.....DATED..... BETWEEN THE
FERTILISERS AND CHEMICALS TRAVANCORE LIMITED AND
.....FOR
.....

THIS CONTRACT made and entered into this theday of.....by and
between THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, a Company registered in India
with Registered Office at Eloor, Udyogamandal. P.O., Kerala State, herein after referred to as 'OWNER'
which expression shall unless repugnant to the context and mean thereof include its legal successors and
permitted assigns of one part
and.....
Company registered in India as per.....Act
.....with registered office at
..... hereinafter
referred to as 'CONTRACTOR' which expression shall unless repugnant to the context and meaning
thereof includes its legal successors and permitted assigns, on the other part.

WHEREAS CONTRACTOR submitted in response to invitation by owner tender for providing materials,
labour, construction equipment and other related services and supervision thereof for the WORK first above
mentioned in the title of this document, and WHEREAS OWNER conveyed to CONTRACTOR vide letter
No.....dated.....OWNER'S intent to entrust the WORK to CONTRACTOR under
certain terms and conditions and CONTRACTOR has accepted the same.

Now, THEREFORE in consideration of the promises and mutual covenant contained herein, it is
hereby agreed between the parties to carry out the work as per terms and conditions of the
contract attached along with the WORK ORDER.

CONTRACTOR

FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

Witness (1):**(2):**

Form of Bank Guarantee for SD

(In ₹. 200/- stamp paper)

NAME OF BANK & BRANCH ADDRESS

M/s. FACT COCHIN DIVISION
AMBALAMEDU, KOCHI,
682303, KERALA.

Sirs,

Guarantee No:
Amount of Guarantee - ₹.
Guarantee cover fromto
Last date for lodgment of claim:

This Deed of Guarantee executed by the(Name of Bank), constituted under the(Name of Act) having its Central Office at and amongst other places, a branch at (hereinafter referred to as the 'Bank') in favour of M/S FACT Cochin Division, Ambalamedu (hereinafter referred to as the 'Beneficiary'), for an amount not exceeding a ₹./- (INR only) at the request of (Hereinafter referred to as the 'Contractor').

This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of ₹...../- (INR only) and guarantee shall remain in full force up to and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before (Last date of claim).

WHEREAS The FACT Cochin Division, a Division of Fertilisers and Chemicals, Travancore Ltd, Udyogamandal P.O. Kerala (hereinafter referred to as the Company) has placed a Work Order No..... dtd.....with (Hereinafter called the Contractor) for the work- (Name of work) and whereas it is one of the conditions of the said work order that the contractor shall either remit a sum of ₹...../- (INR only) or furnish a bank guarantee for ₹...../- (INR 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(Name of Bank) 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 ₹...../- (INR 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 proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We,(Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contractor 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 certified 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,(The Name of Bank) further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance act or omission on the part of the Company or any indulgence by the Company to the said contractor any other matter or 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 not shall this guarantee be affected by the 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 06 months after the expiry of the above date all the Company's right under the guarantee shall be deemed as waived/ forfeited and we shall be relieved and discharged from all liabilities hereunder, notwithstanding anything contained herein before our liability under this guarantee shall limited to an amount not exceeding ₹...../- (INR only).

Any notice by way of request, demand or otherwise hereunder may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State 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,(Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous, consent of the Company in writing.

Dated this theday of Two Thousand and

For (Name of Bank)

Authorized Official's Name
Designation

Place:
Date:

Full address of the Branch issuing
this Guarantee.

GENERAL CONDITIONS OF CONTRACT

Name of Work: Annual Maintenance Contract (AMC) (2021-22) for 60T Electronic Weighbridge at Phase-II & for 50T Electro-Mechanical Weighbridge at Phase-I, FACT-CD, Ambalamedu.

Tender No: 04028/2021-2022/E24536 dtd 22-12-2021

2.0 CONTRACTOR TO INFORM HIMSELF

2.1 The contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services, etc. The company will entertain no claim on the grounds of ignorance of above conditions or change in above conditions at any stage. Additional information may be collected from the Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, schedules, drawings, special conditions and all other attachments.

2.2 Except if and to the extent otherwise provided by the contract, the provision of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents forming part of the contract.

2.3 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents furnishing part of this contract.

2.4 Wherever any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless a different inclusion appears, the provisions of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

3.0 RATES

3.1 The accepted rates shall be for all the operations as per schedule of work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits, etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required.

3.2 The rates shall be firm till the completion of the work including extended period, if any and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial contract value, if required.

4.0 ISSUE OF MATERIALS

4.1 BY OWNER

4.1.1 List of materials which will be issued by OWNER (if any) shall be as per tender document.

4.1.2 Materials indicated as free issue will be issued at the Company's General Stores and the contractor will have to make his own arrangements for transportation and safe storage of such materials including all handling charges at his own cost. The contractor will have to bear the handling and transportation cost etc., for returning the surplus materials, scrap etc. to company storage points/scrap yard on completion of the work and no separate payment will be made for any such activities. Documentary evidence of returning of balance items, scrap etc. shall be obtained from the stores authorities and produced along with the reconciliation statement of department materials to be submitted with the final bill for the work.

4.1.3 The maximum permissible limits of wastage/cut-pieces/excess or under consumption of materials supplied by owner will be decided by Engineer -in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, penal recovery of cost at double the book value of the materials will be made from the contractor.

4.1.4 Specific format or procedure applicable for material reconciliation of the work, if any, will be attached separately along with tender documents.

4.1 **BY CONTRACTOR**

4.2.1 Contractor shall procure in time, at his own cost and use in work all materials required for carrying out the work other than materials to be issued by the Company. All such materials so procured and brought to site shall be stored by contractor at the allotted places and security arrangements for the same shall be contractor's responsibility.

4.2.2 Materials under the contractor's scope shall be provided in sufficient quantities and in time so that the work can be proceeded uninterruptedly. Contractor shall take advance action for procurement of all such items which are in scarce supply/availability of which are seasonal etc.

4.2.3 Materials provided by the contractor shall be brand new and of specifications agreed herein or approved by the Engineer-in-charge. Decision by the Engineer-in-charge shall be final and binding on the contractor in respect of whether the material provided is in conformity to agreed specifications or not.

4.2.4 Rejected materials, if any, shall be removed by the contractor from the site immediately as per instructions.

4.2.5 Approval by the Engineer-in-charge or his representative shall not relieve the contractor of his responsibility to use materials of specified quality suitable for work and replacement/re-work if necessitated consequent to use of substandard materials shall be carried out by the contractor at his own cost.

4.2.6 Whenever materials are to be brought inside the factory, the contractor shall give a declaration at the security gate, indicating the name of work, Work Order No. and the details of materials with quantities against each brought inside, with copies of invoice (if any), in triplicate and get the acknowledgement from the Security Officer-in-charge at the gate.

5.0 **EARNEST MONEY DEPOSIT, SECURITY DEPOSIT AND MAINTENANCE PERIOD.**

5.1 **Bid Security Declaration in lieu of Earnest Money Deposit.**

All bidders except those specifically exempted shall furnish 'Bid Security Declaration' as per the format attached, in lieu of Earnest Money Deposit. Submission of Bid Security Declaration, EMD and document fee is exempted for Micro, Small and Medium Enterprises (MSME) having a valid certificate of registration / Udyog Adhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided along with the bid to avail exemption. Submission of Bid Security Declaration, EMD and document fee is exempted for government departments / PSUs / Khadi Board / registered labour contract cooperative societies also. **Bids submitted without 'Bid Security Declaration' shall be rejected, except those specifically exempted as above.**

5.2 The Security Deposit for the work shall be **03%** of the Work Order value and the contractor shall remit it to the Finance Department in cash or furnish a Demand Draft for the amount, payable at Ambalamedu, within 15 days of issue of the Work Order, or before the start of work in the case of contracts of urgent nature. (However if the amount exceeds Rs. 10,000/- Bank guarantee from a Nationalized / Scheduled Bank is also accepted as SD). The bank guarantee shall be valid till completion of work or expiry of guarantee period (if any) after completion of work, whichever is later. The claim period of the bank guarantee shall be valid till 6 (six) months after the expiry of its validity.

5.3 The completed work shall be maintained by the contractor for a period of**NIL**.....from the date of its taking over by OWNER. Defects noted in the work during this period due to poor quality materials supplied by contractor or workmanship shall be rectified by the contractor at his cost. The Security Deposit will be released only on completion of the maintenance period specified above, provided the contractor has cleared all dues and rectified defects if any.

5.4 For work orders having a value greater than Rs. 3,00,000, the contractor shall execute an agreement on stamp paper of the required value (presently Rs. 200) as per the proforma prescribed by the company for the satisfactory performance of the contract. Non-remittance of Security Deposit in time/ Non-execution of the agreement within a reasonable time will result in cancellation of Work Order and forfeiting of EMD and also disqualification from further quoting for other tenders invited by the Company.

6.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES.

6.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of Work-to-Proceed Notice. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Engineer-in-Charge. Urgent works shall be completed within period fixed by the Engineer-in-Charge. The entire work shall be carried out to a mutually agreed program with the Engineer-in-Charge.

6.2 If time of completion of the work is specified in WORKING DAYS it means all working days of FACT excluding Sundays, public holidays, days lost due to rain, days lost due to non-clearance from concerned departments etc. Days lost due to contractor's inability to arrange the work in spite of availability of work fronts will be counted as Working Day.

6.3 If the work is delayed due to reasons attributable to owner or due to force majeure conditions, Contractor shall be given suitable extension of time but will not be eligible for any other claim or compensation.

6.4 If the work is delayed due to reasons attributable to the contractor, Liquidated Damages will be recovered from the contractor at the rate of $\frac{1}{2}$ % (Half Percent) of the contract value per each week or part thereof, of delay, subject to a maximum of 7.5 % of the contract value.

6.5 If in the opinion of the Engineer-in-Charge the works are unduly delayed, owner shall have the right to get such delayed items of work executed through any other agency of its choice at the risk and cost of the contractor.

7.0 PAYMENTS

7.1 Interim, on account payment will be made monthly depending on progress of work against running bills at 95% of value or part of work executed after deducting Income Tax and any other amount due to OWNER.

7.2 Final contract price will be paid after completion of work in all respects and taking over by OWNER, clearance of site, settlement of pending claims on account of labour employed by contractor and after deducting all payments already made, Liquidated Damages if any, income tax, any other amount due to owner etc.

8.0 EXTRA ITEMS

8.1 If any extra item of work is found necessary during the course of execution, the contractor shall carry out such works also as per the instructions of the Engineer-in-Charge. The rates for such items will be worked out in the following manner:

8.1.1. Derived from similar items in the contract.

8.1.2. Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation.

8.1.3. Based on actual, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus 10 % towards overheads and profit will be paid to the contractor. For working out rates on the basis of actual, the contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased etc. shall be reported to Engineer-in-Charge as and when such expenditure occurred.

9.0 SAFETY AND SECURITY

9.1 The contractor shall strictly observe all safety precautions and security regulations of owner and shall comply with the instructions of the Engineer-in-Charge or his deputies in this regard. (Refer safety practices attached).

10.0 TERMS OF ENGAGING LABOUR

10.1 The contractor shall observe all statutory labour rules/laws/regulations of Govt.of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus ESI/PF, retrenchment compensation etc. will be the responsibility of the Contractor. If any



expense is incurred to owner on the above accounts, the same shall be recovered from the contractor. The contractor shall maintain wage register, muster roll, etc. required as per law.

10.2 All the workmen in work site shall wear safety shoes and safety helmet. All safety precautions for workmen are to be taken by the contractor while doing the work and clearance for work shall be taken from sections/plants concerned and if necessary from the safety department as well.

10.3 As per clause 21(2) of the contract Labour (Regulation & Abolition Act) a representative of the principal employer has to certify the amount paid as wages to the contract labourers. Therefore, payments to contract employees are to be made in the presence of the owner's representative. Contractors should submit the wage bill of the workers employed by him to our payroll before 5th day of the succeeding month, enabling FACT to recover PF, ESI and any other statutory recoveries. Any delay in the submission of the muster rolls by the contractor may result in delayed settlement of bills and also recovery of penalty and damages for delayed remittance of PF/ESI as per rules.

10.4 The contractor is liable for payment of all claims for 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, which he is liable to pay by rule, law and order of Government. The expenses, if any incurred by the company on the above, will be realized from amounts that may be due to the contractor from the company.

10.5 Passes issued to the workers from the Company for a particular work shall not be used for any other work and are not transferable. Every employee engaged by the contractor must produce the pass on demand while working in the factory area.

10.6 The Contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.

10.7 Application for Entry Pass to workers shall be submitted by the contractor to CISF through the work-executing department and HR/Welfare department. The contractor shall submit the following documents to the Welfare Department.

- a) Copy of age proof
- b) Police clearance certificate
- c) Copy of bank pass book
- d) Copy of Aadhaar
- e) Two copies of passport size photographs
- f) Duly filled application for ESI and PF enrolment (for new members)

11.0 TECHNICAL SUPERVISOR

11.1 The contractor shall appoint a full time technical supervisor as required and approved by the Engineer-in-Charge, He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorized person of the contractor shall be considered as instructions given to the contractor. The technical supervisor or an authorized agency shall be available at site during all working hours throughout the contract period to receive instructions from the Engineer-in-Charge.

11.2 The contractor shall submit a letter of authorization containing verification of identity of the person(s) appointed as technical supervisor(s), before permitting access to FACT premises and issue of materials.

12.0 Materials, Specifications of work, measurements and any other conditions not mentioned herein shall be as per relevant Indian Standard Specifications, codes, Regulations, Laws etc or as directed by Engineer-in-Charge. Tests if required before taking over of the work by owner shall be done by contractor at his cost.

13.0 Electricity and water if required for the work will be given free of cost at one point. The contractor shall make his own arrangements for taking connections from that point.

**14.0 TAXES, ROYALTIES ETC.**

14.1 Rates quoted shall include all royalties, taxes, duties, levies etc., including the cess payable under “The Building and Other Construction Workers Welfare Cess Act 1996” but exclusive of GST. Rate of GST shall be clearly mentioned in the offer.

14.2 The contractor shall produce Income Tax clearance certificate if asked for. The Contractor shall furnish their PAN & GSTIN numbers along with their bills for effecting payments. Contractors who are not under the purview of GST shall submit a declaration in the specified format along with the offer

14.3 GST applicable for the work shall be paid extra. Taxes and duties shall be paid only on submission of documentary evidence towards payment of taxes and duties and filing of necessary returns for enabling FACT to take input tax credit

15.0 DISPUTES

15.1 Should there be any discrepancy, inconsistency, error or omissions in the contract or any of the contract documents the matter may be referred to the concerned Controlling Officer through the Engineer-in-charge who shall give his decision and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the Controlling Officer shall be final and conclusive and the contractor shall carry out the work in accordance with his decision.

15.2 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 Center for Alternate Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternate 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.

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

16.0 EXECUTION AND TEMPORARY SUSPENSION OF WORK

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

16.2 The contractor shall take care to see that none of the existing structures, fittings, other contractors' properties, etc. is damaged due to carelessness on his part or on the part of his workers. If such damages occur, the company will have the right to recover such damages from the contractor. The contractor shall keep the site clean and neat at all times.

16.3 All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Engineer-in-Charge.

16.4 In the event of the company is compelled to postpone its activities relating to the work at any stage during the currency of contract, it may either suspend or terminate the contract by giving prior notice to the contractor. In the event of such suspension of contract, immediately on receipt of notice therefore from the company, the contractor shall suspend all activities at site, except those essentially to be carried out to safeguard and secure work for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign his workmen except those essentially required at site such as for security of contractor's equipments and materials. Contractor shall further be entitled for extension of time schedule corresponding to the period of suspension including permitted period for re-mobilization.

17.0 The contractor shall sign all the pages of documents and the tender shall be submitted to the authority mentioned in the NIT.



18.0 Owner reserves the rights to accept or reject any offer in whole or part without assigning any reasons. Incomplete, unsolicited or late bids are liable to be rejected.

19.0 Bidder shall furnish, if required, details of status of bidder, experience, current commitments, equipment available etc.

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

21.0 We are a company having Environmental Management System according to ISO 14001 standard. The Contractor/Supplier shall ensure that none of their activities cause damaged to the environment. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases/dust to the atmosphere. The worker employed by the contractors/supplier shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Contractors shall ensure that all waste materials/debris from the work site will be removed to the area earmarked for the purpose immediately after completion of the work.

22.0 FRAUD PREVENTION POLICY: - Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in

23.0 SUB-LETTING AND ASSIGNMENT

23.1 CONTRACT shall be binding and inure to the benefit of the parties hereto and to their successors in right and shall not be assignable by either unless the other party has given its consent in writing to such assignment.

23.2 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of FACT-CD. In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to FACT-CD for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or sub-contracted perform the portion of WORK so sub-let or sub-contracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

Signature

Name & Address of Contractor



SAFETY PRACTISE

1. The contractor shall observe all statutory and legal requirements by Central and State Governments applying to the work as well as any local regulations applying to the site issued by Owner or any authority.
2. PARTICULAR ATTENTION IS DRAWN TO THE FOLLOWING
 - a) In case of accident, OWNER'S Safety Engineer/Engineering-in-charge shall be informed in writing within 24 hours of occurrence of the accident. The Contractor shall strictly follow regulations laid by Factory Inspector and Govt.Authority in this regard.
 - b) Fencing all contractors' plant. Platforms, excavations etc.
 - c) Compliance with all electricity regulations.
 - d) Compliance with statutory requirements for inspection and tests of all lifting appliance and auxiliary lifting gear.
3. Staircases, doors or gangways, must not be obstructed in any way that will interfere with means of access or escape.
4. The contractor shall notify Owner of his intention to bring on site any equipment or container holding liquid or gaseous fuel or other substances, which might create a hazard. The Owner will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.
5. Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of Owner. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the Contractor shall be responsible for obtaining the same.
6. The Contractor shall be responsible for the safe storage and use of any radiographic sources or those of his subcontractors.
7. Work Permit in the prescribed Proforma shall be obtained from Owner's Safety Engineer/Engineer-in-charge before carrying out any work within the project premises in the following situations.
 - a) Any work involving open flames and sparks such as welding gas cutting, soldering, grinding etc.
 - b) Sand blasting.
 - c) Entry into hazardous and potentially hazardous areas.
8. Good house keeping must be practiced by Contractor's personnel at all times within the project area.
9. For the safe execution of certain works, personal protective/safety devices as stipulated by Safety Codes/Safety Engineer shall be provided and maintained by the contractor.
10. Any unsafe work practice/working conditions during execution of work shall be corrected immediately on bringing the same to the attention of contractor by owner's Safety Engineer.
11. Contractor shall strictly adhere to safe traffic practices within plant area with respect to speed limit, parking of vehicles etc.
12. All scaffolding pipes shall be fastened with clamps and tying of pipes with ropes, coir etc shall not be normally permitted.
13. ELECTRICAL SAFETY REGULATIONS
 - 13.1. In no circumstances will the contractor interfere with fuses and electrical equipments belonging to the owner or other contractors.



- 13.2. Before the contractor connects any electrical appliance to any plug or sockets belonging to the other contractor or owner he will:
- a) Satisfy OWNER/Engineering-in-charge that the appliance is in good working condition.
 - b) Inform the OWNER/Engineering-in-charge of the maximum current rating, voltage and phase of the appliance.
 - c) Obtain permission from OWNER/Engineering-in-charge for taking power connection from specified point.
- 13.3. Permission for power connection will not be granted until Owner/Engineer -in-charge is satisfied that the appliance is in good working condition and proper earthing connection Provided.
- 13.4. No electric cable in use by other Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.
- 13.5. No work must be carried out on any live equipment. The equipment must be made safe and a 'WORK PERMIT' issued by Engineer-in-charge shall be taken before any work is carried out.
- 13.6. Contractor shall employ a full time electrician to maintain the temporary electrical installation of the contractor.
- 13.7. Contractor shall follow detailed Safety Procedure issued by OWNER at the time of commencement of work updated from time to time.
- 13.8. The contractor shall bring adequately rated switch board / junction box, fitted with ELCB and other safety devices for getting temporary electrical connections to portable tools, lighting supply etc.

Name,
Signature &
Address of Contractor



Instructions to Bidders (e-Tender)

1. SUBMISSION OF TENDER

i] Bidders shall study carefully the complete tender documents viz. NIT, Schedule of Work, Price Bid format (BoQ), General Terms and conditions of contract, Safety Rules, Instructions to Bidders, Pre-Qualification Criteria, Special Terms & Conditions of the Tender, etc.

ii] Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. **SHALL NOT** be accepted.

iii] All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.

iv] The details of the payments (for tender document fee, if any and EMD) made through NEFT/ RTGS shall be uploaded along with the offer submitted online, mentioning the tender number and name of bidder while making the online payment. In case of payment by Cash remittance at Finance department/ DD etc. the bidder shall make sure that the Cash Receipt/ DD in original reach the office of DGM (P&P) CD, FACT Cochin Division, Ambalamedu, 682 303, Ernakulam District, Kerala before the due date and time of opening of the tender, enclosed in an envelope super scribed with the tender number, name of work and address of the vendor. In case the originals are not received within the stipulated time, the offer of the bidder shall not be considered for evaluation.

v] Bid shall contain:

- a. Compliance Statement with respect to General Terms and conditions, Special conditions, Safety Rules etc.
- b. Document showing deviations, if any, in case the bidder is not complying fully with the tender conditions as above. Scanned copy of a signed document, stating the deviations against clauses applicable, shall be uploaded in the case of non-compliance.
- c. Notice Inviting Tender (NIT)
- d. Bill of Quantities (BOQ)
- e. Details of Tender Fee & EMD as applicable/ Claim for exemption with testimonials
- f. Scanned copies of supporting documents against Pre-Qualification Criteria, if applicable for the tender
- g. Drawings, other relevant documents etc. if applicable for the tender

vi] Bidders are advised to submit quotation based on the terms and conditions and other schedules contained in this tender document and not stipulate any deviations.

vii] Any exception / deviations, which the bidder may propose, shall accompany the quotation. FACT reserves the right to evaluate quotations containing deviations after taking into account impact of such variations in quoted price. All attachments to these tender documents as applicable will become part of any resulting contract.

viii] Tender submitted shall be through online. The instructions to bidders, Tender documents and related Schedules uploaded shall be digitally signed and encrypted. Tender submitted in a manner different from the above is likely to be rejected.

ix] Bidders are advised to complete all uploading formalities related to tenders well in advance. FACT shall not be responsible for non-submission/ uploading due to technical reasons, like non-availability of website in the closing minutes of the tender end date and time.

x] In the tender document published by FACT, the content in its entirety is relevant and the bidder shall give the compliance without deleting or altering any of the portion in the whole set of Tender Document. Failure to comply with this requirement may result in rejection of the tender.

xix] Completeness of scope of work: Tenders shall be for the complete scope of work as described in the Tender Document, without any exclusion. Only those tenders who meet this requirement will be considered for award of the Contract.

xii] The tenderer is responsible for properly estimating the difficulty and cost of the work. The Tenderer may request and obtain from all concerned sources / authorities the clarification of items that require additional definition prior to submitting the proposal. Questions on clarifications required from FACT shall be submitted thru email.

xiii] The tenderer may visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infra structural facilities, availability of construction materials etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.

xiv] The tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FACT, and FACT shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.

xv] Amendments to the tender documents may be issued by FACT prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer. Such amendments to the tender documents, if any, shall be uploaded at <https://eprocure.gov.in> only, prior to the date of submission of tenders.

xvi] Unit prices shall be quoted for all items (In Indian Rupees only), except for items where lump-sum rates are specifically sought. In case of tender for sale or disposing of material by company, highest price will be considered.

xvii] FACT shall proceed with evaluation of the Pre-qualification / or Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Tenderers are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk.

xviii] FACT reserves the right to extend the closing date of the bid without giving any reasons, but such extension shall be intimated/ updated in <https://eprocure.gov.in>.

xix] In case information, if any given by the bidder, is found to be untrue, FACT reserves the right to terminate the contract without any notice or assigning any reason thereof.

xx] Any intimation to contractors will normally be sent by e-mail/ Registered Post/ Courier/ Under Certificate of Posting at their address given in his bid. FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason.

xxi] The quotations shall be submitted in English Language and the units of measurement shall be in metric system.

2. EARNEST MONEY DEPOSIT

i. Bid Security Declaration in lieu of Earnest Money Deposit.

All bidders except those specifically exempted shall furnish 'Bid Security Declaration' as per the format attached, in lieu of Earnest Money Deposit.

ii. Submission of Bid Security Declaration, EMD and document fee is exempted for Micro, Small and Medium Enterprises (MSME) having a valid certificate of registration / Udyog Adhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided along with the bid to avail exemption. Submission of Bid Security Declaration, EMD and document fee is exempted for government departments / PSUs / Khadi Board / registered labour contract cooperative societies also. **Bids submitted without 'Bid Security Declaration' shall be rejected, except those specifically exempted as above.**

iii. Account details for remittance of SD through NEFT/ RTGS are as given below:

Account type : Cash credit
Account No. : 57017844467
IFS Code : SBIN0070158
Name of Bank : State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala

The bidder shall indicate the name of the bidder and tender number while making the online payment through NEFT/ RTGS and the details of the payment with UTR No. shall be uploaded along with the offer submitted online

iv. No interest shall be paid on the EMD.

v. If the bidder retracts from or without request of FACT, revises his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages.

vi. In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.

vii. EMD of unsuccessful bidders will be returned after finalization of a tender. The EMD of the successful tenderer will be adjusted against Security Deposit or will be released, if the bidder wishes so, upon entering into an agreement and providing the Performance Bond.

3. VALIDITY

The bid shall be valid for a period of Three months or for any higher period as prescribed in the tender notice / documents from the date of opening of bids during which period tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted and in such cases, the tender / bid submitted is liable to be disqualified and the EMD furnished is liable to be forfeited.

4. PRICING

i. The quotations shall, in all respects, conform with the enclosed specifications, drawings, data sheets, terms & conditions and other schedules enclosed herein.

ii. The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated completion period.

iii. Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted. In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified & EMD forfeited.

5. EVALUATION OF QUOTATIONS

i. The following conditions shall be considered in the evaluation of quotations:

- a. Agreement with terms and conditions and schedules of Tender document.
- b. Price

ii. For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.

iii. Bidders are expected not to take any deviations from the payment terms indicated in the tender documents. FACT shall, at its own discretion, make appropriate loadings for deviations if any, while evaluating the bids.

iv. 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.

v. 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. The work may be split up if considered expedient.

vi. In case more than one bidder becomes L1, the contract will be finalised based on revised lowest tendered amount, which will be obtained from the L1 bidders.

vii. FACT reserves the right to negotiate with the lowest bidder.

viii. FACT shall, at its own discretion, delete any one or more item of works from the tender at any time without assigning any reason whatsoever.

6. BID OPENING

The bids of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date and time.

7. CLARIFICATIONS

In case any clarifications are required, the bidder shall contact FACT thru e-mail. FACT shall give such clarifications by e-mail. All clarifications provided shall be binding on bidder. No claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of tender. All clarifications/ correspondences with respect to this tender enquiry shall be made to the Office of DGM (P&P) CD.

8 AUTHORISED REPRESENTATIVE OF TENDERER

The quotation shall contain the name, address, place of business of person or persons making the tender and shall be signed by tenderer with his digital signature. Partnership firms shall furnish online the full name of all the partners. It shall be signed in the partnership's name by all the partners or by duly authorized representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Online Quotation by a Corporation shall be signed by an authorized representative and a Power of Attorney in that behalf shall accompany the quotation.

9. AWARD OF CONTRACT

Contract will be awarded by FACT to the tenderer whose tender has been determined to be in agreement with terms and conditions and schedules of Tender document and who has offered the lowest evaluated price provided that the Tenderer so selected for award has the capacity and resources to carry out the contract as judged by FACT. Notwithstanding the above, FACT reserves the exclusive right to accept or reject any or all tenders without any obligation or liability whatsoever to any of the tenderer.

10 ACCEPTANCE OF TENDER AND ISSUE OF LOI/ WORK ORDER The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate copy of the Work Order will have to be returned to FACT duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/ Work Order whichever is issued first, the CONTRACTOR shall remit the required Security Deposit for the Work. Also as prescribed in the LOI/ Work Order/ tender documents, the Contractor shall execute an agreement in stamp paper of the required value as per the Proforma prescribed by FACT for the satisfactory performance of the contract. In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI/ Work Order/ Work to Proceed Notice, the LOI/ Work Order issued will be cancelled and the EMD already deposited by the Contractor shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor. The contractor whose EMD is forfeited is liable for de-listing from FACT and also shall not be eligible to participate in the other tenders invited by the company at the sole discretion of FACT. Incomplete and late quotations are liable to be rejected.

11. CHANGE IN CONSTITUTION

Any change in constitution of Contractor's firm shall be done only with prior information to FACT.

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

13 Benefits to MSE bidders under Public Procurement Policy:-

This is as per directive of Ministry of Micro, Small and Medium Enterprises (MSME), Gol.

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 number on CPPP is mandatory - For tenders invited electronically through CPPP, MSME bidders shall declare their UAM number on CPP portal failing which the bidder shall not be eligible to enjoy the benefits available to MSEs as contained in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

PURCHASE PREFERENCE - 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 at least 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 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.

MSEs shall be provided with tender documents free of cost and exempted from payment of Earnest Money Deposit.

The above provisions are as per the Acts /rules enacted by GOI as at present. Should there be any change in the policies / rules /acts pertaining to MSEs effected by Gol, such provisions as applicable from time to time shall be applicable to this tender / enquiry.

14 This tender is non-divisible / non-splitable.