

FACT CORPORATE MATERIALS	Annual Maintenance Contract of Printers in FACT Offices at Cochin	Tender.No.MM/180/E26106 dated 02.09.2022
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

1.0 FACT invites Online Bids (Two Cover System) from vendors who have experience in rendering AMC for Printers in FACT Offices at Cochin, as per the terms and conditions and scope of work attached, for a period of two years from the date of commencement of work as per LOI/Work Order, as per documents attached as Enclosures below:

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



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

2.0 General Information

Enquiry No.	MM/180/E26106 Dated 02.09.2022
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	16-09-2022 / 3.00 PM
Date & Time for opening of Part A of the Bid.	17-09-2022 / 3.30 PM
Contract Period	Two Years from date of commencement of Work as per Letter of Intent / Work Order
Name of Work/ Description.	Annual Maintenance Contract for on-site maintenance service of Printers at various divisions / offices / installations of FACT at Cochin as per the terms and conditions and scope of work attached.
EMD	Rs.10000/- by NEFT/RTGS
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: 0484-2568374 Mob: 9497334230, email:ajinoanandh@gmail.com 2) Mr. Paul P Thomas, Tel: 0484-2568629 e-mail: paulpt@factltd.com 3) Mr. Noble Ulahannan, Tel: 0484-2568260 / 2545196 e-mail:noble@factltd.com

3.0 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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4.0 GENERAL



- 4.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (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.
- 4.2 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.
- 4.3 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 binding on the bidders.
- 4.4 Any information on site familiarisation/nature of work, if required by the bidders, can be had from the DGM(IT), FACT (IT) HO (Tel.0484-2567564)
- 4.5 **Evaluation:** Evaluation of price bids (BoQ) and determination of the Lowest bidder (L1) shall be based on the combined total value of all the items of work as per the Price Bid Format (Annexure-VIII). The combined total value as above shall be arrived based on the rates quoted by the Bidder against each item and the corresponding quantities indicated in the price bid (BoQ) format. The entire work will be awarded as a package to a Single bidder and vendors have to mandatorily quote for all the items in the price bid (BoQ).
- 4.6 For any clarification on this enquiry please contact Senior Manager (Materials)-T&S/c, [Phone-0484- 2545196, 2568260] or Senior Officer(Materials),T&S [Phone No.0484-256 8629], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

SR.MANAGER (MATERIALS)-T&S

List of Enclosures:



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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 tender No., due date of tender, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date:

The Senior Manager (Materials) T&S/c, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala.

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

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
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.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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.

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

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

6.0 BID OPENING:

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

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

7.0 EARNEST MONEY DEPOSIT:



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

7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, 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)/ registered labour contract co-operative societies, firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

7.3 If any bidder retracts from or without request of FACT revises 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, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (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

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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 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 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**

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of 120 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other 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 NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

13.0 PURCHASER'S RIGHT:

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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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


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

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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.

In the case of Purchase / Work Orders, payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B.

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

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



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

16.0 GENERAL:

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

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

16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.

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- 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 Senior Manager(Materials)T&S/c, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal-683501, Tel:0484-2568260/2568629,2545196;
Email:noble@factltd.com;paulpt@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 Senior Manager [Materials] T&S/c.



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.

Sr. MANAGER (MATERIALS)-T&S/c

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ANNEXURE-II**Pre-Qualification Criteria for bidders**

Pre-qualification Criteria to be met by the bidders:

1. The firm/company should be in existence for over 3 years as on the date of tender enquiry.
2. The service provider should have executed either of the following as on the date of tender enquiry, with Government Department/ Public sector undertaking/ Public Limited Companies/ Private limited Companies.
 - a) One similar contract of providing AMC for minimum 100 printers during any of the last three financial years.

OR

- b) Two contracts of providing AMC for a total of 100 printers during any of the last three financial years.

Documentary evidence in support of the above such as copies of work orders supported by, corresponding experience certificate and performance certificates etc., from organization served shall be enclosed. In case of running contracts, performance certificate submitted should have been issued after the date of enquiry.

3. The service provider shall have an office with sufficient infrastructure and suitably trained staff in Kerala state preferably in Kochi, for providing support to FACT offices in Kochi and a self-declaration signed by the authorized signatory must be accompanied along with the tender, in this regard.
4. Bidder must be of sound financial standing and must enclose copies of the audited Profit and Loss statements or Turnover certificate issued by chartered accountant for the previous 3 financial years ending on 31.03.2022 for having achieved an average annual turnover of INR 8 Lakh during the last 3 financial years and minimum turnover of INR 2 lakh for each of the previous 3 financial years ending on 31.03.2022.

Bidders not meeting the above pre-qualification criteria will not be considered.

Note for Micro & Small Enterprises and Start-ups: In case of Micro and Small enterprises & Start-ups, average/minimum Turnover in INR shall be relaxed by 50% against PQ criteria 4 above. However no relaxation shall be provided against PQ criteria 1,2 & 3 above.


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-III

VENDOR DATA UPDATION (DECLARATION) FORM

[TENDER NO.MM/180/E26106 dated 02.09.2022]

(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 required as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in rejection of the bid/disqualification of the bidder.

1. GENERAL PARTICULARS

1	Name of the Bidder:	
2	Address:	
3	Telephone No. & Mobile No:	
4	E-mail id:	
5	Name / Designation of contact person Mobile No.	
6	Constitution (Please tick): Date of Registration (Attach copy of Registration Certificate), if any	Private Limited / Public Limited



2. FINANCIAL STATEMENT: INR In Lakhs

Sl. No.	Financial Year	Turnover	Net Profit
1	2019-2020		
2	2020-2021		
3	2021-2022		
Total			

3. Have you ever been blacklisted by Government Departments, Public Sector, Quasi Government Undertaking: **YES / NO**
4. Time required for commencement of work : days from date of our Letter of Intent(LOI) / Work Order.
5. Category:
- i) Whether the entrepreneur comes under Micro / Small / medium (please tick).

In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012

- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category (please tick) : SC / ST
- iii) Enclose copy of the MSME/NSIC Registration Certificate.

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6. Details of EMD:

NEFT/RTGS: UTR No: Date: Payment Receipt / Challan (in Original):

7. Permanent Account Number (PAN) of Bidder:
(Attach copy of PAN Card)

8. Bidder shall attach copies of the last 3 years Income Tax return filed by the bidder.

9. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish a cancelled cheque leaf of the account and the following details along with your Banker's authorisation letter:

1	Income Tax PAN No.	
2	GST No.	
3	Name of the Bank with address	
4	Name of the Branch with address	
5	MICR Code	
6	IFSC Code	
7	Account Type	
8	Bank Account No.	
9	Account holder's Name	
10	Vendor email address	

10. Following documents shall be enclosed along with Part-A Bid.

- i) Proof of constitution of firm.
- ii) Copy of Permanent account Number (PAN) Card.
- iii) Copy of GST Registration.
- iv) Copy of Income tax return filed by bidder for the previous three assessment year, Copy of audited balance sheets, Profit & Loss account for previous 3 years.

DECLARATION

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render our offer liable for rejection/ render us liable for disqualification. I/We also declare that all statutory requirements and obligations required for employing labourers for the work as per this enquiry shall be met by me /us in case of award of work. Necessary registration from Labour/PF/ESI Departments, as applicable, will be arranged prior to commencement of work.



Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

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ANNEXURE-IV**TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT****FOR PRINTERS**

The Fertilisers and Chemicals Travancore Limited (FACT), a Government of India Enterprise with its Head Office located at Udyogamandal, Cochin, is one of the largest central public sector units in Kerala. FACT is having two Production divisions located at Udyogamandal and Ambalamedu, a Fabrication division at Palluruthy, a Design and Marketing division at Udyogamandal and port facilities at Willington Island.



Sealed bids are invited by FACT from reputed vendors for providing comprehensive maintenance services for laser printers, MFD devices and Line printer installed at various divisions / offices / installations of FACT located in and around Cochin as per the following scope of work and terms and conditions.

Scope of work

1. Scope of work shall include performing maintenance services for a period of two years for printers mentioned in the list as per Annexure-1 and installed at various divisions / offices / installations of FACT in and around Kochi, under an all-inclusive Annual Maintenance contract.
2. The vendor shall provide comprehensive maintenance services which shall cover both preventive as well as corrective maintenance for the above hardware.
3. Under corrective maintenance the vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace any worn out/defective parts of the equipment. All the components of the equipment shall be covered under this contract.
4. Preventive Maintenance activity shall include carrying out system diagnostic tests and taking remedial action if required. Preventive maintenance shall also include cleaning of equipment with suitable cleaning material, as and when required.
5. The AMC of Laser Printers shall include Fuser unit also.

Terms and conditions



1. The Annual Maintenance Contract (AMC) shall be for a period of two years from the date of issue of Work Order.
2. FACT reserves the right to add / delete items from the AMC with proportional change in the AMC amount.
3. Rates quoted shall remain firm for the period of the contract and also for the extension period if any. FACT shall not consider any request for change of rates of AMC due to any reason whatsoever, during the period of the contract.

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4. After each breakdown the vendor shall put the defective system into normal operation within the minimum time. The problems reported should be attended to at the earliest and necessary actions taken to rectify the complaints within 24 hours.
5. Vendor shall install spares free of cost whenever required to overcome failure of components/ subsystems. Authentic spares of reputed make with specifications equivalent to or higher than the component being replaced shall be used. The defective parts which are replaced shall be the property of the Vendor and should be removed immediately from FACT premises.
6. The vendor can maintain an onsite inventory of spares at FACT if required. The Vendor shall also be responsible for maintaining adequate stock of spares at their office located at Cochin and shall arrange for regular replenishment of the consumed items.
7. The vendor shall assign one service engineer exclusively for this contract. This engineer should report at FACT's Udyogamandal /Ambalamedu/ FEW Palluruthy / Willington island sites based on service calls. The personnel deployed to render services shall be appropriately equipped, skilled and trained for the delivery of the services mentioned in the scope of work and shall be a bona-fide employee of the vendor.
8. No separate payment will be made for the service engineer deputed for this contract.
9. The vendor's service engineers shall follow the instructions given by the authorized personnel at Computer Services Centre, FACT and shall work in close co-operation with them.
10. Whenever required additional service engineers/ other expert personnel shall be deputed by the vendor at no extra cost to FACT to ensure smooth and uninterrupted functioning of the hardware.
11. Vendor shall extend necessary assistance in the relocation of equipment covered under the AMC at no extra cost.
12. As far as possible the repairs shall be carried out on-site itself. In the event of a fault of serious nature requiring the support of the Repair Centre of the vendor, thereby necessitating the shifting of the equipment, the vendor shall attend to shifting/ transportation of the equipment at no additional cost to FACT.
13. In the case of a major breakdown of the equipment, where the equipment cannot be serviced within 24 hours, compatible equipment with specification equivalent to or higher than the equipment being replaced shall be arranged by the Vendor. The replaced equipment can be taken back only after putting the original equipment back to service.
14. The Vendor shall perform maintenance such that minimum of 95% uptime is maintained on a monthly basis. In the event of the Vendor's failure to do so for reasons attributable to Vendor, FACT reserves the right to make proportional reduction in the payment of annual maintenance charges.

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15. The service engineer shall not wait for notification of the defects/complaints and shall independently monitor the health and performance of the hardware occasionally and take appropriate action to ensure the required uptime.
16. It shall be the responsibility of the vendor to make all the peripherals forming part of the contract work satisfactorily throughout the contract period and to hand over the same in working condition at the end of the contract period.
17. FACT reserves the right to terminate the contract at any point of time with a notice period of one month.

18. Payment terms

- 18.1 As security for due fulfillment of the terms and conditions and obligations of the service contract, the vendor shall furnish a Performance Bank Guarantee from any nationalized bank for a value equivalent to the quarterly maintenance charges. This bank guarantee shall be as per FACT's format and shall be valid for three months beyond the period of AMC.
- 18.2 The payment process shall be initiated at the end of each quarter on submission of invoice by the vendor.
- 18.3 Release of payment shall be subject to the certification by the authorized signatory of Computer Services Centre, FACT-HO, that the service performance has been satisfactory during the AMC period.
- 18.4 In the event of addition of any more machines under the scope of the AMC, the maintenance shall be carried out by the vendor and for this the vendor shall be eligible for an additional consideration on pro-rata basis. Similarly in the event of removal of machines from the contract, the rates shall be reduced accordingly on a pro rata basis.

19. Work coordinator

Vendor shall assign a responsible person to liaise with FACT on all matters arising out of this contract.

20. General Conditions


- 20.1 The Vendor will provide insurance cover to its workmen assigned to FACT's site. The workmen or their legal heirs shall not claim any insurance benefit from FACT in case they suffer any loss or damage to their life or person or property while working at FACT's various locations.
- 20.2 The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the vendor, FACT

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would have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

- 20.3 The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the FACT, will at all times be held by it in the strictest confidence. The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
- 20.4 The vendor shall ensure that the repair and maintenance services/products used do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify FACT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- 20.5 FACT reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the AMC or to any property of the FACT even if it is not covered by the AMC.
- 20.6 The Maintenance Vendor shall pay all the taxes, duties and levies, if any, required to be paid. The rates quoted shall be inclusive of all the prevalent taxes payable by the Maintenance Vendor. FACT would be at liberty to make the necessary tax deduction at source, as required by law
- 20.7 Upon being selected as the successful tenderer, and being awarded the contract of AMC, the tenderer is expected to reply to all queries/complaints that may be raised by FACT from time to time. Evasive attitude by the tenderer would subject the contract being terminated without notice.
- 20.8 The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of FACT.

21. Settlement of disputes

- 21.1 The AMC shall be subject to and shall in all respect be governed by Indian Arbitration and Conciliation Act 1996.
- 21.2 All disputes or any matter which is not stipulated in the contract, shall be settled in good faith by discussion amongst the parties in a spirit of understanding and cooperation

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21.3 Unresolved disputes shall be referred to the Chairman & Managing Director, FACT Ltd., Udyogamandal, who shall himself act as the sole Arbitrator or shall name a sole arbitrator for this purpose. Any legal proceedings relating to this contract shall be limited to Courts of Law under the jurisdiction of the Kerala High Court, Ernakulam.

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ANNEXURE-V

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 AND SETTLEMENT OF DISPUTES:
- 16. FRAUD PREVENTION POLICY OF FACT:
- 17. ENVIRONMENT MANAGEMENT SYSTEM:
- 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 3% of the annual Contract value for Two years as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

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

03. RATES:

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

04. PAYMENT:

Payment shall be effected, on presentation of the bills to the DGM (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 deductions towards Income Tax, TDS on GST etc. and (3) any other amount due from the contractor for any other reason shall be made from the contractor's bills, as applicable. 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. 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.

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 :(If applicable)

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

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

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

All precautions in transporting and handling whether stipulated or not shall be adhered to by the Contractor. The Contractor shall exercise care, diligence and promptness in the work and adhere to transport Rules and regulations, statutory obligations and all other Rules and Laws that have a bearing on the work. Any

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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.

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non-compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.

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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.

Payment of PF & ESI for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month should be forwarded to the company.

The contractor will, in turn, submit the documentary evidence in support of payment of PF & ESI of each month along with subsequent month RA Bills.

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 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

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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.

16. FRAUD PREVENTION POLICY OF FACT:



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

17. ENVIRONMENT MANAGEMENT SYSTEM :

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

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE-VI

COMPLIANCE STATEMENT

We state that Enquiry No. MM/180/E26106 dated 02.09.2022 is in full compliance with the documents issued against the Enquiry No: MM/180/E26106 dated 02.09.2022 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-VII

UN-PRICED COPY OF PRICE BID

(Important: Please do not indicate any rates in this format. Only indicate "Quoted" under each blank column)

From

To

SM, MATERIALS-T&S/c
CORPORATE MATERIALS,ADMINISTRATIVE BUILDING,
UDYOGAMANDAL - 683 501

Dear Sir,

Sub: Annual Maintenance Contract of Printers in FACT Offices at Kochi for a period of Two Years

Ref: Enquiry No. MM/180/ E26106 dated 02.09.2022

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.	ITEM (Asset type, Make and Model)	Qty. (Nos)	1ST Year Unit AMC Rate in Rs. per Printer for the Year (Indicate 'Quoted' Do not quote rate in this column)	Amount for 1st Year	2nd Year Unit AMC Rate in Rs. per Printer for the Year (Indicate 'Quoted' Do not quote rate in this column)	Amount for 2nd Year
1	MFD (HP – LJ M1005)	12				
2	Laser Printer (HP-CLJ CP 1515N)	1				
3	Laser Printer (HP- LJ M603N)	1				
4	Laser Printer (HP- LJ P1007)	46				
5	Laser Printer (HP- LJ P1106)	3				
6	Laser Printer (HP- LJ P1108)	1				
7	Laser Printer (HP- LJ P1505N)	15				
8	Laser Printer (HP- LJ P1566)	53				
9	Laser Printer (HP- LJ P1606DN)	20				
10	Line Printer (WEP- P7-1500Q)	1				
	TOTAL	153	Total AMC Charges for 1st Year		Total AMC Charges for 2nd Year	
Total Maintenance Charges for all the printers for TWO Years						

Note: Bidder shall offer all inclusive rates which also include cost of maintaining resident Service Engineer and onsite inventory of spares if any. The entire work will be awarded as a package to a Single bidder and vendors have to mandatorily quote for all the items in the price bid (BoQ).

GST shall be paid extra by FACT as per statutory notifications.

I/We have read and understood the Notice inviting Tender, Instructions to Bidders and the terms and conditions of the enquiry and confirm our acceptance to the same.

(Signed by)



Authorised Signatory:.....

Name and address of the Bidder:

Place:

Date:

(Stamp)

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ANNEXURE-VIII

PRICE BID (PART-B)

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

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ANNEXURE-IX

(To be given on Rs.500/- stamp paper)

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(To be obtained from a Nationalised/Scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd.,Udyogamandal

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala,(hereinafter referred to as the Company) has placed an Order No..... dated with M/s.....(hereinafter called the Supplier/Contractor) for the supply/work of..... and where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees..... only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/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 Order, we,, the Bank (hereinafter referred to 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 `..... (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 Supplier/Contractor of any of the terms and conditions contained in the said Order.

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

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Supplier/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 valid discharge of our liability for payment there under and the said Supplier/Contractor shall have no claim against us for making such payment.

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

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We,, further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Order or to extend time of performance by the said Supplier/Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier/Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Order 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 Supplier/Contractor or any other force-bearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor or 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 Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/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 `..... (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 or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have 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.....

For (Name of Bank)



Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee

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ANNEXURE-X

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, fulfil 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 Sr. 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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Sl.No.	Asset Number	Asset Type	Make	Model	Serial Number	Division Code	Location	Date Of Installation	Count
1	11673	MFD	HP	LJ M1005	CNH8DBW18D	CD	Technical Services-Process		12
2	11676	MFD	HP	LJ M1005	CNH8DBXONC	CO	CMD		
3	11680	MFD	HP	LJ M1005	CNH8DBW19F	CO	GM(PC)		
4	11670	MFD	HP	LJ M1005	CNH8DBX0MJ	CO	GM(PC)'s Office		
5	11671	MFD	HP	LJ M1005	CNH8DBX0L6	CO	MD's Office		
6	11672	MFD	HP	LJ M1005	CNH8DBW18W	CO	TD		
7	11679	MFD	HP	LJ M1005	CNH8DBX0MP	FD	FEDO Systems	Jan-2013	
8	11677	MFD	HP	LJ M1005	CNH8DBW12J	HO	CSC		
9	11678	MFD	HP	LJ M1005	CNH8DBWIC7	HO	CSC		
10	11669	MFD	HP	LJ M1005	CNH8DBX0M3	HO	Finance (Bills)		
11	11674	MFD	HP	LJ M1005	CNH8DBW13J	PD	Purchase-RM		
12	11675	MFD	HP	LJ M1005	CNH8DBW18X	UD	Traffic Office		
13	11722	LASER	HP	CLJ CP1515N	.	HO	Computer Services	Nov-2009	1
14	11774	LASER	HP	LJ M603N	CNP8F6K478	HO	Computer Services	Sep-2013	1
15	11474	LASER	HP	LJ P1007	VNFN142331	CD	DGM(Civil)		46
16	11478	LASER	HP	LJ P1007	VNFN145415	CD	DGM(T)		
17	11483	LASER	HP	LJ P1007	VNFP53522	CD	Administration		
18	11480	LASER	HP	LJ P1007	VNF3N14953	CD	Estate		
19	11482	LASER	HP	LJ P1007	VNFNS62436	CD	CSP - 1		
20	11476	LASER	HP	LJ P1007	VNFP62467	CD	Production Planning		
21	11477	LASER	HP	LJ P1007	VNFN304508	CD	Production Planning		
22	11481	LASER	HP	LJ P1007	VNFX51663	CD	Stores		
23	11484	LASER	HP	LJ P1007	VNFP38268	CD	CE(TS)		
24	11479	LASER	HP	LJ P1007	VNFN305739	CD	Technical Services (Engg)		
25	11504	LASER	HP	LJ P1007	VNFNS62476	CO	Company Secretary office		
26	11503	LASER	HP	LJ P1007	VNFX51578	CO	CVO		
27	11496	LASER	HP	LJ P1007	VNFN305714	FW	Commercial		
28	11486	LASER	HP	LJ P1007	VNFNS62483	FW	Planning Dept		
29	11487	LASER	HP	LJ P1007	VNFP38259	FW	Projects		
30	11488	LASER	HP	LJ P1007	VNFNS62480	FW	Projects		
31	11465	LASER	HP	LJ P1007	VNFX48787	HO	Finance (Bank)		
32	11471	LASER	HP	LJ P1007	VNFNS62458	HO	Finance (Bank)		
33	11458	LASER	HP	LJ P1007	VNFNS62451	HO	Finance (Bills)		
34	11468	LASER	HP	LJ P1007	VNFNS62449	HO	Finance (Bills)		
35	11485	LASER	HP	LJ P1007	VNFNS62481	HO	Finance (Bills)		
36	11494	LASER	HP	LJ P1007	VNFNS62443	HO	Finance (Sales)		
37	11473	LASER	HP	LJ P1007	VNFP62472	HO	Corporate Personnel (Est)	Feb-2011	
38	11463	LASER	HP	LJ P1007	VNFN304516	HO	Internal Audit		

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39	11501	LASER	HP	LJ P1007	VNFNI43112	HO	Internal Audit		
40	11492	LASER	HP	LJ P1007	VNFNP62443	HO	Legal Services		
41	11498	LASER	HP	LJ P1007	VNFN304507	HO	R&D		
42	11489	LASER	HP	LJ P1007	VNFN304485	HO	Vigilance		
43	11456	LASER	HP	LJ P1007	VNFN148155	MD	GM(M)'s office		
44	11464	LASER	HP	LJ P1007	VNFNX51569	PD	Computer Services		
45	11466	LASER	HP	LJ P1007	VNFNS62456	PD	Instrumentation Maint		
46	11460	LASER	HP	LJ P1007	VNFNS62445	PD	Purchase-ESS		
47	11470	LASER	HP	LJ P1007	VNFNS62465	PD	Purchase-ESS		
48	11459	LASER	HP	LJ P1007	VNFNP62420	PD	Purchase-RM		
49	11461	LASER	HP	LJ P1007	VNFNS62420	PD	Purchase-RM		
50	11472	LASER	HP	LJ P1007	VNFNP38804	PD	Mechanical Maintenance		
51	11469	LASER	HP	LJ P1007	VNFNS62485	PD	QA (Lab)		
52	11500	LASER	HP	LJ P1007	VNFNX51664	PD	Technical Services		
53	11490	LASER	HP	LJ P1007	VNFNP53529	UD	AP Instrumentation		
54	11495	LASER	HP	LJ P1007	VNFNI42326	UD	GM(U)'s office		
55	11467	LASER	HP	LJ P1007	VNFNS62477	UD	CME		
56	11497	LASER	HP	LJ P1007	VNFNP38905	UD	CME's office		
57	11462	LASER	HP	LJ P1007	VNFN146198	UD	Mechanical Maintenance		
58	11491	LASER	HP	LJ P1007	VNFNP62457	UD	Mechanical Maintenance		
59	11493	LASER	HP	LJ P1007	VNFNX58500	UD	Stores		
60	11505	LASER	HP	LJ P1007	VNFNP38968	UD	Traffic Office		
61	11616	LASER	HP	LJ P1106	VNC7Y06671	HO	Finance (Bills)		
62	11620	LASER	HP	LJ P1106	VNC7Y03538	HO	Welfare	May-2013	3
63	11617	LASER	HP	LJ P1106	VNC7Y03548	UD	Estate		
64	11835	LASER	HP	LJ P1108	VNF6803949	UD	Training School	Mar-2016	1
65	11421	LASER	HP	LJ P1505N	VNF3T05041	CD	Electrical Phase I		
66	11406	LASER	HP	LJ P1505N	VNF3T04222	CO	DGM(CP)		
67	11409	LASER	HP	LJ P1505N	VNF3T05045	FW	Inspection		
68	11410	LASER	HP	LJ P1505N	VNF3T03943	HO	Corporate Personnel (Est)		
69	11411	LASER	HP	LJ P1505N	VNF3T05058	HO	Corporate Personnel (IR)		
70	11422	LASER	HP	LJ P1505N	VNF3T05038	HO	Finance (General Accounts)		
71	11407	LASER	HP	LJ P1505N	VNF3T03924	MD	Agronomy		
72	11423	LASER	HP	LJ P1505N	VNF3T05039	MD	South Kerala R.O.	Nov-2008	15
73	11412	LASER	HP	LJ P1505N	VNF3T05057	PD	Purchase-ESS		
74	11418	LASER	HP	LJ P1505N	VNF3T05053	PD	Technical Services		
75	11424	LASER	HP	LJ P1505N	VNF3T05048	UD	Estate		
76	11425	LASER	HP	LJ P1505N	VNF3T05040	UD	Inspection		
77	11428	LASER	HP	LJ P1505N	VNF3T05034	UD	Instrumentation		
78	11426	LASER	HP	LJ P1505N	VNF3T03917	UD	Technical Services		
79	11413	LASER	HP	LJ P1505N	VNF3T05030	UD	Training School		
80	11706	LASER	HP	LJ P1566	VNC3F57076	CD	CE(E&I)		
81	11719	LASER	HP	LJ P1566	VNFN3M02438	CD	GM(CD)		
82	11780	LASER	HP	LJ P1566	VNF3M10859	CD	GM(CD)		
83	11704	LASER	HP	LJ P1566	VNC3S57104	CD	Phosphoric Acid Plant		53
84	11707	LASER	HP	LJ P1566	VNC3F57205	CD	Technical Services (Engg)		
85	11713	LASER	HP	LJ P1566	VNFN3D02186	CD	Traffic		
86	11708	LASER	HP	LJ P1566	VNC3F57194	CD	Welfare		

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87	11705	LASER	HP	LJ P1566	VNC3037256	CD	Workshop	
88	11715	LASER	HP	LJ P1566	VNF3M02069	FW	GM's Office	
89	11697	LASER	HP	LJ P1566	VNF3M02078	FW	Planning Dept	
90	11696	LASER	HP	LJ P1566	VNF3M02089	FW	Shops	
91	11688	LASER	HP	LJ P1566	VNF3M02440	HO	Administrative office	
92	11681	LASER	HP	LJ P1566	VNF3M02084	HO	Computer Services	
93	11788	LASER	HP	LJ P1566	VNF3M10864	HO	Computer Services	
94	11689	LASER	HP	LJ P1566	VNF3D02184	HO	Corporate Personnel (Est)	
95	11714	LASER	HP	LJ P1566	VNF3D00909	HO	Corporate Personnel (Est)	
96	11690	LASER	HP	LJ P1566	VNF3M02080	HO	Corporate Personnel (IR)	
97	11778	LASER	HP	LJ P1566	VNF3M10862	HO	CSC	
98	11785	LASER	HP	LJ P1566	VNF3M10855	HO	CSC	
99	11781	LASER	HP	LJ P1566	VNF3M10866	HO	Finance (ARS)	
100	11789	LASER	HP	LJ P1566	VNF3M10847	HO	Finance (ARS)	
101	11683	LASER	HP	LJ P1566	VNF3M02447	HO	Finance (Bills)	
102	11684	LASER	HP	LJ P1566	VNC3F57058	HO	Finance (Bills)	
103	11709	LASER	HP	LJ P1566	VNF3M02070	HO	Finance (Bills)	
104	11685	LASER	HP	LJ P1566	VNF3M02464	HO	Finance (Sales)	
105	11782	LASER	HP	LJ P1566	VNF3M10854	HO	Finance (Sales)	Jun-2013
106	11687	LASER	HP	LJ P1566	VNF3M02094	HO	Public Relations	
107	11691	LASER	HP	LJ P1566	VNC3F57094	HO	R&D	
108	11692	LASER	HP	LJ P1566	VNC3Q37259	HO	Vigilance	
109	11779	LASER	HP	LJ P1566	VNF3M10857	MD	Agronomy	
110	11775	LASER	HP	LJ P1566	VNF3M10839	MD	Distribution	
111	11702	LASER	HP	LJ P1566	VNF3M02450	PD	Computer Services	
112	11712	LASER	HP	LJ P1566	VNFN3M02441	PD	CSP - Petro	
113	11700	LASER	HP	LJ P1566	VNF3M02449	PD	Purchase-ESS	
114	11701	LASER	HP	LJ P1566	VNF3M01775	PD	Purchase-ESS	
115	11699	LASER	HP	LJ P1566	VNF3M02088	PD	Purchase-RM	
116	11698	LASER	HP	LJ P1566	VNF3M02457	PD	Purchase-TS	
117	11693	LASER	HP	LJ P1566	VNF3M02463	UD	Administration	
118	11682	LASER	HP	LJ P1566	VNC8F54086	UD	AP - CSP (Process)	
119	11710	LASER	HP	LJ P1566	VNF3D00908	UD	AP - Mechanical Department	
120	11787	LASER	HP	LJ P1566	VNF3D11491	UD	CISF	
121	11694	LASER	HP	LJ P1566	VNF3M02452	UD	Civil Maintenance	
122	11786	LASER	HP	LJ P1566	VNF3M10852	UD	DGM(T)	
123	11711	LASER	HP	LJ P1566	VNF3M02087	UD	Main Lab	
124	11717	LASER	HP	LJ P1566	VNF3M02095	UD	Mechanical Maintenance	
125	11784	LASER	HP	LJ P1566	VNF3M10846	UD	Mechanical Maintenance	
126	11686	LASER	HP	LJ P1566	VNF3M02075	UD	Safety	
127	11720	LASER	HP	LJ P1566	VNFN3M02081	UD	Traffic - North Gate	
128	11783	LASER	HP	LJ P1566	VNF3M10865	UD	Training School	

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129	11703	LASER	HP	LJ P1566	VNC3F54050	UD	Utilities		
130	11695	LASER	HP	LJ P1566	VNFN3M02073	UD	Workshop		
131	11718	LASER	HP	LJ P1566	VNF3D02182	WI	W. Island - Ammonia Handling		
132	11716	LASER	HP	LJ P1566	VNF3M02448	WI	W. Island - Q 10 Berth		
133	11451	LASER	HP	LJ P1606DN	VNC3D02021	CD	CE(E&I)		
134	11450	LASER	HP	LJ P1606DN	VNC3D03773	CD	DGM(OP)		
135	11436	LASER	HP	LJ P1606DN	VNC3D03497	CO	Company Secretary		
136	11437	LASER	HP	LJ P1606DN	VNC3D03772	CO	TA to CMD		
137	11441	LASER	HP	LJ P1606DN	VNC3D02350	FW	Commercial		
138	11442	LASER	HP	LJ P1606DN	VNC3D03782	FW	GM		
139	11439	LASER	HP	LJ P1606DN	VNC3D03768	HO	CSC		
140	11454	LASER	HP	LJ P1606DN	VNC3Z00060	HO	CSC		
141	11453	LASER	HP	LJ P1606DN	VNC3Z00027	HO	Finance (ARS)		
142	11438	LASER	HP	LJ P1606DN	VNC3D01360	HO	Finance (Costing)	Sep-2010	20
143	11449	LASER	HP	LJ P1606DN	VNC3D03769	HO	Finance (General Accounts)		
144	11452	LASER	HP	LJ P1606DN	VNC3D03770	HO	Finance (Sales)		
145	11440	LASER	HP	LJ P1606DN	VNC3D03777	MD	Distribution		
146	11443	LASER	HP	LJ P1606DN	VNC3P00606	PD	Planning & Projects		
147	11444	LASER	HP	LJ P1606DN	VNC3D03781	PD	Purchase-ESS		
148	11455	LASER	HP	LJ P1606DN	VNC3P01705	PD	Purchase-TS		
149	11446	LASER	HP	LJ P1606DN	VNC3P00054	PD	QA (Lab)		
150	11445	LASER	HP	LJ P1606DN	VNC3D03780	PD	Technical Services		
151	11447	LASER	HP	LJ P1606DN	VNC3D03776	UD	MPP(U)		
152	11448	LASER	HP	LJ P1606DN	VNC3P01023	UD	Technical Services		
153	11354	Line Printer	WEP	P7-1500Q	8F71500156	HO	Computer Services	Jun-2008	1

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