

FACT CORPORATE MATERIALS	Outsourcing of Canteen Services at FACT Udyogamandal Complex (UC)	Enq.No: MM/181/E34266 dated 30.09.2026
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

Online bids (two part) are invited from experienced and financially sound contractors for undertaking the work of Outsourcing of Canteen Services at FACT Udyogamandal Complex (UC) for a period of two years, extendable by one more year at the discretion of FACT Management subject to satisfactory performance by the Contractor, through <https://eprocure.gov.in> portal. The details of work are described in the Scope of Work (**Annexure-V**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), Standard Terms and Conditions of Contract (**Annexure-VI**) and Special Terms & Conditions of Contract (**Annexure-V**) applicable for the proposed contract.

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

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

1.0 General Information

Enquiry No.	MM/181/E34266 dated 30.09.2026
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	21.10.2026 / 03:00 P.M.
Date & Time for opening of Part A of the Bid.	22.10.2026 / 03:30 P.M.
Name of Work/Description	Outsourcing of Canteen Services at FACT Udyogamandal Complex (UC) for a period of 2 years.
*Pre bid meeting	A Pre-bid meeting is scheduled to be held at 10:30 AM on 09.10.2026 in the Conference Hall, FACT-PD Administration Building, Udyogamandal, Ernakulam – 683501.
EMD	Rs 1 lakh to be remitted as detailed in clause 7.0 of Instructions to Bidders (Annexure I)
Security Deposit	5% of the total contract value
Period of contract	TWO years (extendable by one more year at the discretion of FACT Management subject to satisfactory performance by the Contractor) from the date of commencement of work as stipulated in the Work order/LOI

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Contacts for tender details	1) Mr. Aneeshya Venugopal , Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: jayakumarp@factltd.com
Contact for e-Tender helpline	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com

- * **Pre-bid meeting:** Interested bidders shall confirm their participation for pre-bid meeting well in advance and may submit the Pre bid queries at least 3 days prior to the Pre-bid meeting. Pre bid queries, if any, shall be sent by email to aneeshya@factltd.com, jayakumarp@factltd.com.

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

3.0 EVALUATION OF BIDS:

- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 Bidders shall quote the rate for the work (exclusive of GST) in the Price Bid Format (Annexure VIII). Bids not complying with the above will not be considered.

The bidder shall quote the monthly lump sum Operational Charge for the complete contract period inclusive of all applicable taxes, duties but excluding GST in the Price Bid Format. GST if applicable, will be payable extra by FACT as per statutory notification.

The monthly Operational Charge quoted by the bidder shall cover all operational costs, including manpower, transportation & distribution, administration, wages/salaries, statutory dues, overhead costs, and all other incidental expenses required for execution of the contract, including maintaining the rates of food items/beverages as specified in Annexure 4 throughout the contract period or any extension thereof.

- 3.3 Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.
- 3.4 If there is a tie in the L1 position for the work, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders.
- 3.5 Negotiations, if considered necessary, may be carried out with the L1 bidder at the sole discretion of FACT.

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4.0 DISQUALIFICATION

FACT reserves the right to disqualify the bidder and to reject his bid, in case he is a defaulting contractor at FACT / other PSEs / Govt. Departments or against whom any criminal case, departmental enquiry or vigilance investigation/report is pending.

5.0 GENERAL

- 5.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 5.2 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.
- 5.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive
- 5.4 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. along with the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitors (IEM) for the bid. **(Stamp paper not required)**

1. Shri. Pradeep Kumar Jajoria,
Email: pkjajoria@yahoo.com

2. Shri. Arvind Kumar Arora,
Email: arvindarora333@gmail.com

Note 1: The Integrity Pact signed by the bidder is to be sent by Post / Courier to The Assistant General Manager (Materials)T&S, Corporate Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 5.5 & 5.6 below. ***"Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders."***

- 5.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from Officer Welfare - FACT UC (Phone- 0484 2567237) or any officer authorised by him.

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5.6 For any clarification on this enquiry please contact Asst. General Manager (Materials), [Phone- 0484-2568345] or Deputy. Manager-Materials,T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers and Chemicals Travancore Limited

ASST. GENERAL MANAGER (MATERIALS)T&S

List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	9
2	Annexure II	Pre-Qualification Criteria for bidders	3
3	Annexure III	Vendor data Form	3
4	Annexure A	Credentials & Pre-Qualification details	4
4	Annexure IV	Compliance Statement	1
5	Annexure V	Special Terms & Conditions of Contract	54
6	Annexure VI	Standard Terms and Conditions of Contract	8
7	Annexure VII	Un-priced copy of Price bid format	2
8	Annexure VIII	Price bid format (BoQ)	Separate Excel Sheet
9	Annexure IX	Proforma of Bank Guarantee for	2
10	Annexure X	Proforma of Agreement	1
11	Annexure XI	Integrity Pact	5

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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.

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3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly super scribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date:

The Asst. General Manager,
Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:

The bid shall be uploaded with all relevant documents, before due date and time in the above portal as given above.

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. 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" or "Y" in the applicable columns as prescribed in the Un-priced bid format. Quoted Rates or percentages 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/percentage 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

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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 applicable, 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 Quoted Rates/Rates computed from percentage quoted will have the same unit of measure as per the BOQ for each item.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, 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.

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7.0 EARNEST MONEY DEPOSIT:

- 7.1 **Earnest Money Deposit (EMD)** –shall be remitted online, for the respective amount indicated in the NIT, through ‘State Bank Collect’ portal using the link given below.

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

The link is also available on our website www.fact.co.in under the Tenders tab as 'EMD/Security Deposit Payment.'

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through ‘State Bank Collect’ portal. The payment receipt generated thereon shall be uploaded/ submitted along with with Part-A bid.

- 7.2 EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.

Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.

Account Type : Cash Credit

Account No : 57017844467

IFS CODE : SBIN0070158

Name of Bank: State Bank of India

Branch : Udyogamandal

District : Ernakulam

State : Kerala.

- 7.3 Alternatively, EMD remittance can also be made through the “[Payment Gateway for direct remittances](#)” available in our website.

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.

- 7.4 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSMED Act (subject to uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

- 7.5 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

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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. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the 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 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 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.

The 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.

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11.0 RATES:

- 11.1 Bidder shall quote his lowest rate for the work strictly as per the price breakup format. Bids not complying with the above are liable to be rejected.
- 11.2 Bidder shall quote all-inclusive rate for the work. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender. GST, if applicable as per statutory provisions, shall be mentioned separately in the designated field of the price breakup format. The total amount including GST shall likewise be indicated in the relevant field. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly. 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. In case the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.
- 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 Eligibility-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/ revises/ revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

Please refer clause 2 of 'Standard Terms and Conditions of Contract' attached.

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

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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

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

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

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

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
 - b) Shall ensure uploading the above invoice as per statute &
 - c) File monthly returns in time enabling FACT to claim the input tax credit.
- GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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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.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Eligibility 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 Eligibility criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst. General Manager (Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 0484-2568345; Email: jayakumarp@factltd.com.
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

- 16.8 Work order shall be issued by Asst. General Manager (Materials)-T&S.

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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.

19.0 MAKE IN INDIA

- 19.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.
- 19.2 For the purpose of extending purchase preference as in Cl. 19.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.
- 19.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.
- 19.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.
- 19.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II

Pre-Qualification Criteria for bidders

1. The Bidder should have either of the following experience requirements:
 - (i) Experience in operating canteen in any large - Factory/Industrial Undertaking/ Enterprise /Government Department/ Establishment / Private Organisation of repute, catering to not less than 500 employees for a continuous period of not less than 1 year during last 3 years immediately preceding the date of issue of the NIT.
 - OR**
 - (ii) Experience in running catering services of repute, involving catering to 500 or more persons on at least 10 events/functions, during a continuous period of not less than 1 year within last 3 years immediately preceding the date of issue of the NIT.

Documents to be submitted in proof of PQ Criteria 1 along with Part A bid:

- a) In proof of PQ Criteria No. 1(i) (i.e. experience in Canteen Operation):

Duly attested copies of Work Orders evidencing operation of a canteen catering to not less than 500 employees for a continuous period of not less than one year in any large Factory/ Industrial Undertaking/Enterprise / Government Department / Establishment/Private Organisation of repute during the last three years immediately preceding the date of issue of the NIT.

AND

Experience/Performance Certificates issued by the respective clients certifying satisfactory/successful execution of the above work. The Experience/Performance Certificate or the Work Order shall indicate the duration of the work and the number of employees catered to. Where the number of employees catered to is not indicated in either document, the bidder shall submit a self-declaration, duly countersigned by the authorised signatory of the respective client organisation.

OR

- b) In proof of PQ Criteria No 1(ii) (i.e. experience in Catering Services):

Duly attested copies of the Licence issued by the Local Self Government concerned valid during the period in which the qualifying catering service experience relied upon by the bidder was gained.

AND

Copies of GST invoices raised by the Bidder during the qualifying period, along with supporting documents indicating the number of persons/pax catered to, as proof of having provided catering services to 500 or more persons on at least 10 events/functions.

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2. During the financial year in which the qualifying experience was gained, the bidder at (i) in Clause 1 above should have a minimum annual turnover of Rs. 90 lakhs in operating canteen and the bidder at (ii) in Clause 1 above, should have a minimum annual turnover of Rs. 2.7 Crores in running Catering service, as certified by a Chartered Accountant based on the audited statement of accounts.

Documents to be submitted in proof of PQ Criteria 2 along with Part A bid:

- (a) In proof of PQ criteria No. 2 (i): (In case of experience in Canteen Operation)

A certificate issued by a Chartered Accountant, based on the audited statement of accounts of the bidder, certifying that the bidder had an annual turnover of not less than ₹90 lakh from canteen operations during the financial year in which the qualifying experience was gained.

- (b) In proof of PQ criteria No. 2 (ii): (In case of experience in Catering Services)

A certificate issued by a Chartered Accountant, based on the audited statement of accounts of the bidder, certifying that the bidder had an annual turnover of not less than ₹2.70 crore from catering services during the financial year in which the qualifying experience was gained.

3. The Bidder should have a clean record with no cases pending with the Government Authorities and shall not have been blacklisted for any deficiency in service of the bidder by any Central Government Ministries/ Departments / PSUs/ establishments of Central/ State Governments.

Documents to be submitted in proof of PQ Criteria 3 along with Part A bid:

The bidder shall submit an affidavit in support of the above declaration.

4. The bidder shall possess a valid GST Registration and an FSSAI Licence issued in respect of the canteen/catering business forming the basis of the experience prescribed under this tender, as applicable under the relevant laws.

Documents to be submitted in proof of PQ Criteria 4 along with Part A bid:

Self attested copies of the FSSAI Licence, valid during the period in which the qualifying canteen service experience relied upon by the bidder was gained, together with a copy of the GST Registration Certificate.

OR

Self attested copies of the FSSAI Licence, valid during the period in which the qualifying catering service experience relied upon by the bidder was gained,

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together with a copy of the GST Registration Certificate.

- The bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) to the tune of Rs. 45 Lakhs from a Nationalized / Scheduled Bank along with Part-A (Techno commercial) Bid, in the case of bidders experienced in operating canteen in any large - Factory/Industrial Undertaking / Enterprise /Govt. Department/ Establishment / Private Organisation of repute and also in respect of bidders experienced in running Catering service, in support of the sound financial position. The solvency Certificate issued shall be dated after three months prior to the date of enquiry

Explanatory Note: Catering Service means a professional service that provides the preparation, delivery, serving and management of food and beverages for events, establishments, or locations to meet the diverse needs of clients.

Bidders not fulfilling 1.0 to 5.0 above will not be considered.

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

Note:

- All relevant documents for satisfying the pre-qualification criteria shall be enclosed in the techno-commercial bid, without which the offer is liable to be rejected without seeking further clarifications.
- FACT shall have the liberty to verify the documents/data submitted by the contractor as proof for meeting the pre-qualification from the clients of required.
- 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. Vendor shall produce the originals of the PQ documents as and when it is requested.
- Bidders shall submit the form in Annexure A, duly filled and signed along with Part A of the bid with regard to documents uploaded to meet the PQ Criteria.**

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ANNEXURE-III

VENDOR DATA FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give the full details 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. Name of the Bidder:
2. Address of the Bidder:

Telephone / Mobile No:

E-mail ID:
3. Address of Cochin Office (if any):

Telephone No.
E-mail ID
4. Name of Contact Person with whom
FACT may correspond
Telephone No:
E-mail ID:
5. Name of the person authorised to :
sign the Bid and related documents
6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)
7. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company
8. Name and address of proprietor 1.
/Partners/Directors 2.
3.
9. Category:
i) * Whether the entrepreneur comes under the following status (please tick):

Micro / Small / medium

*** In case of Micro/Small pl. enclose UDYAM certificate. All MSE bidders**

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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 Registration Certificate.

10. Name / address of the Bank with which bidder has dealings.

11. 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 the following details along with your Banker's authorisation letter:

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

12. Have you ever been blacklisted by Government: **YES/NO**
Department, Public Sector, Quasi Government Undertaking

13. Any criminal cases pending against you / firm: **YES/NO**

14. **Time required for mobilisation/** : **Days**
commencement of work from LOI/WO

15. Following documents shall also be enclosed:

1. Copy of "Permanent Account Number" (PAN) Card.
2. Copy of GST Registration Certificate.
3. Copy of document for proof of constitution of your firm

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4. Integrity Pact as per NIT.
5. Copies of Income Tax returns for the last three previous financial years immediately preceding the date of issue of the NIT.
6. Copies of audited Balance sheet and Profit & Loss Account for the last three financial years immediately preceding the date of issue of the NIT.
7. Self-attested copies of valid EPFO Registration and ESIC Registration, as applicable under the relevant laws.

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.

Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

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ANNEXURE – A

CREDENTIALS & ELIGIBILITY / PRE-QUALIFICATION DETAILS

(To be filled by the Bidder)

1. Bidder Details

Particulars	Details
Name of Bidder	

2. Earnest Money Deposit (EMD)

Particulars	Details
EMD Status	Applicable / Not Applicable
EMD Receipt No., Date & Amount	
Details of document in support of EMD Exemption (if applicable as per Instructions to Bidders)	

3. Technical Pre-Qualification Criteria-Experience Details:

A. Experience in Canteen Operation (Applicable if qualifying under PQC Clause 1(i))

Sl.	Work Order / Contract No. & Date	Client	Period of Service (From – To)	No. of Employees Catered	Attested WO Enclosed?	Client Experience / Performance Cert Enclosed?	Self-declaration countersigned by the authorised signatory of the client organisation Enclosed? (if no of employees catered is not in WO/Cert)
1							
2							
3							

B. Experience in Catering Services (Applicable if qualifying under PQC Clause 1(ii))

- Details of Licence issued by Local Self Government concerned valid during the period in which the qualifying catering service experience relied upon by the bidder was gained in compliance with PQC 1(ii) :
 - Issuing Authority: _____
 - Licence No.: _____ | Valid From: _____ To: _____
 - Duly Attested Licence Copy Attached? [] Yes [] No

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○ **Details of 10 Qualifying Events/Functions in compliance with PQC 1(ii):**

Sl.	Event / Function Description	Date of Event / Function	GST Invoice No. & Date	Client Name	No. of Pax Catered (≥ 500)	Invoice Copy Attached ? (Yes/No)	Supporting Proof for Pax Count Attached? (Yes/No)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

4. Financial Pre-Qualification Criteria

i. PQC 2- Annual Turnover in the Qualifying Financial Year

Experience Category	Qualifying Financial Year	Turnover Achieved (₹)	CA Certificate Enclosed? (Yes/No)
Canteen Operations (Min. ₹90 Lakhs)			
Catering Services (Min. ₹2.70 Crores)			

ii. PQC 5 - Bank Solvency Certificate

Name of Issuing Bank & Branch	Solvency Amount in ₹ (Minimum ₹45 lakh)	Issue Date	Original / Notarized Copy Attached? (Yes/No)

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5. Document in compliance with PQC 3

Non-Blacklisting & Clean Record Affidavit	Document Enclosed? (Yes / No)

6. Documents in compliance with PQC 4

Requirement	Registration / Document Number	Validity Period	Self-attested copy Enclosed? (Yes/No) (Yes/No)
GST Registration Certificate			
FSSAI Licence (valid during the period in which the qualifying canteen/catering service experience relied upon by the bidder was gained)			

7. Other Documents

Sl.	Document	Submitted (Yes/No)
1	Vendor Data Form	
2	Integrity Pact	
3	Unpriced Bid	
4	Compliance Statement	
6	Copies of Income Tax returns for the last three previous financial years immediately preceding the date of issue of the NIT.	
7	Copies of audited Balance sheet and Profit & Loss Account for the last three financial years immediately preceding the date of issue of the NIT.	
8	Any Other Document(s) Specified in the Tender	

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8. Statutory Registrations

Registration	Registration No.	Certificate Enclosed (Yes/No)
GST		
PAN		
EPFO		
ESI		

Declaration

I/We certify that the information furnished above is true and correct to the best of my/our knowledge. The supporting documents enclosed are authentic, and any information found to be false or misleading may result in rejection of our bid.

Place

Date

Signature and Seal of the Authorized Signatory

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ANNEXURE- IV

COMPLIANCE STATEMENT

We state that offer is in full compliance with the documents issued against the Enquiry No: MM/181/E34266 dated 30.09.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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ANNEXURE – V

Special Terms and Conditions of Contract

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1	Scope Of Work
2	Period of Contract
3	Facilities And Amenities Provided To Contractor And Its Safe Possession
4	Food Stuff – Menu, Preparation, Quality, Quantity And Serving
5	Transportation And Distribution Of Food Stuff
6	Raw Materials And Other Requirements
7	Manpower, Supervision And Control
8	Health, Hygiene And Cleanliness
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11	Disposal of Canteen Waste
12	Liabilities under various laws
13	Payment Terms /Collection Of Proceeds Of Sales
14	Pre-determined fixed charges
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16	Other Terms & Conditions
17	Security Deposit and Risk & Cost
Annexure 1 – Canteen Menu	
Annexure 2 – Transportation and Supply of food items in UC	
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1. SCOPE OF WORK:

Preparation of food items in canteen, adhering to the specified menu and quantity, transportation and serving of food, including packed food and also in tiffin carriers as required by the Company, in various canteens/plants/other designated locations at the stipulated timings using bidder's own labour and vehicles, in various Divisions of The Fertilisers and Chemicals Travancore Limited (FACT) in Udyogamandal (1300 employees). The numbers of employees mentioned above are approximate and not guaranteed, and include Permanent, Temporary Adhoc and CLR/DRW. The Canteens will be handed over to the CONTRACTOR in as is where is condition. Any additional equipment/utensils necessary for operating the canteens shall be procured and installed by the CONTRACTOR at their own cost. The CONTRACTOR shall inform the Management of any additional equipment/utensils they add, and upon the expiry of the contract, such equipment/utensils may be removed with permission of Management

Canteen facilities are required to be operational round the clock in three shifts on all days and detailed menu, specification regarding quantity of food, raw materials to be used, serving locations and other norms are specified in the Tender document.

The CONTRACTOR shall use suitable and well-maintained vehicles for carrying and distributing foodstuff to various canteens, plants and other designated locations at the specified timings. The foodstuff shall be transported in adequately covered containers placed in or on such suitably equipped vehicles in a manner that ensures protection against contamination during transit. Any vehicle used for such transportation shall not be more than 10 years old.

2 Period of Contract

The contract shall be valid for a period of TWO YEARS, from the date of commencement of work as stipulated in the work order, extendable by one more year on same terms and conditions at the discretion of FACT Management subject to satisfactory performance by the Contractor

3. FACILITIES AND AMENITIES PROVIDED TO CONTRACTOR AND ITS SAFE POSSESSION

- i. The CONTRACTOR can utilize the facilities provided by the Company such as furniture, dining tables, chairs, cooking vessels, utensils, crockery, cutlery, equipment, appliances etc. in 'as is where is' condition, as listed in Annexure 3 subject to addition on further procurement by the Company, if any, in addition to the Canteen kitchen, store room, dining halls, free of cost. The CONTRACTOR shall be responsible for the secure storage and maintenance of these items.

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- ii. The CONTRACTOR shall also be provided free access to steam, water, and electricity for cooking and other related activities subject to availability. Electric induction cooker / electric heater or similar electrical equipment shall not be used for cooking purposes. To the extent available, the CONTRACTOR can utilise the Bio gas from the Bio gas plants free of cost at the Udyogamandal Complex.
- iii. Any additional requirements of cooking vessels, stoves, utensils and other items (other than those mentioned in Annexure 3 plus additional items if procured by the Company, as the case may be) shall be arranged by the CONTRACTOR at their own cost and risk. The CONTRACTOR is not permitted to use or connect any other equipment, appliance or instrument without obtaining prior written consent from the Management.
- iv. The CONTRACTOR shall not carry out any maintenance, repairs, alterations, modifications or additions to the canteen building without the prior written approval of the Company. Any maintenance, repairs, alterations, modifications or additions to the canteen building, including those necessitated by natural wear and tear, shall be exclusively within the scope of the Company. Wherever such works are considered necessary, the Company shall assess the requirement and, if found essential, undertake the same at its discretion.
- v. All utensils, furniture, equipment and other items in the Canteen stand at the risk and sole charge of the CONTRACTOR who shall deliver them in proper condition during the annual stock-taking notified by the Company. In case of any shortage, the CONTRACTOR is obligated to replace the missing items. If the shortage is due to the utensils becoming unusable on account of its age, the CONTRACTOR shall replace the items which shall, be done at his own cost. Failure to replace them within one month of the stock-taking, except upon contract termination, will result in the amount being deducted from the CONTRACTOR's dues. During the stock-taking process, the CONTRACTOR or their representative shall be available, failing which the stock-taking shall be conducted in their absence. The periodic servicing of burners, mixie, grinders, etc shall be done by the CONTRACTOR at his own cost.
- vi. The CONTRACTOR shall not remove any items from the Canteen or Company premises without obtaining written permission from the Company.
- vii. The CONTRACTOR shall not use any fittings, furniture and building for any other purpose other than the purpose stated above.
- viii. The CONTRACTOR shall always make good, at his expenses, breakages, damages and or loss that may be caused to any one or more of those items.
- ix. Upon the termination or cessation of the contract, when giving back possession of the building, furniture, and utensils, the CONTRACTOR shall return all items in good condition and in the event of any damages, losses or deterioration

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to the building, furniture, utensils or fittings in the items listed, the CONTRACTOR shall pay to the Company for damages and shortages, as decided by the Company.

4. FOOD STUFF – MENU, PREPARATION, QUALITY, QUANTITY AND SERVING

- i. The food shall be prepared according to the menu card (refer to Annexure 1) and must be served through bain marie, wherever feasible as decided by the Company, in hygienic manner to employees of the Company and other authorised persons. The menu may be subject to revision at the Company's discretion. The CONTRACTOR shall ensure that only freshly prepared food is served, food is not reused and stale food is not served. Any stale food shall be promptly removed from the Canteen premises by the Contractor. Cooked food, which remains unconsumed for more than six hours shall be considered as stale and unsuitable for consumption. All food items served in the Company canteen shall be prepared/cooked within the Company canteen. However, ready-to-cook food items or ingredients requiring further cooking/preparation may be procured from outside with the prior permission of the Welfare Officer/Officer (Welfare). Under no circumstances shall ready-to-eat cooked food, including chapatis/rotis/phulkas or similar items, be brought from outside for serving in the Company canteen.
- ii. The CONTRACTOR shall be responsible to maintain the standards of quality and quantity of foodstuffs and other items and to ensure efficient and satisfactory supply and services that align with the Company's requirements from time to time. The CONTRACTOR shall comply with all directions given in this behalf by the Company in this regard from time to time.
- iii. Company has the right to conduct quality control assessments at any time on the foodstuff and other items provided, and if found sub-standard or poor in quality, the Company reserves the authority to reject them.
- iv. The CONTRACTOR shall prepare the food items only in the main canteen kitchen in UC. The use of Kerosene for food preparation, including for heating water, is strictly prohibited. The CONTRACTOR shall ensure that dedicated vessels/utensils are only used for the handling/preparation/serving of vegetarian items/dishes.
- v. The CONTRACTOR shall also ensure that oils/materials used for the preparation of non-vegetarian items/dishes shall not be used for the preparation of **vegetarian items/dishes**.
- vi. The CONTRACTOR shall ensure use of only approved (FSSAI) preservatives for preparation of various food Items. Artificial colours shall not be used for the preparation of food. All food items should be stored and served in a hygienic condition at all times.

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- vii. The CONTRACTOR shall be responsible for preparing and ensuring the availability of tea/black tea/black coffee/coffee, snacks, tiffin, lunch/dinner, etc., and for serving the same to employees and authorised persons at designated locations and at any other locations as instructed by the Company from time to time, strictly in accordance with the designated timings specified in Annexure 2.
- viii. The Canteen is required to operate 24x7 on all days and shall cater to the requirements of employees and authorised persons in three shifts.
- ix. In addition to employees directly engaged by the Company, the CONTRACTOR shall provide services to contract labourers and others authorised by the Management limiting to Main canteen and Petro canteen only. However, the CONTRACTOR is solely responsible for obtaining payment for services directly from those persons. Any supply of items on credit shall be at the CONTRACTORs own risk and Company shall not assume any liability or responsibility for such credit or its recovery.
- x. The CONTRACTOR, apart from supplying food to employees, may also be required to provide food in the Canteen or offices as per instructions, to Company guests. This additional supply should not disrupt the normal supply of food to employees. Company guests may be allowed to use the canteen facility with the approval of Welfare Officer/Officer (Welfare)/ or his authorised representative.
- xi. Request for late arrivals of employees for food due to work related exigencies may be allowed with the consent of the Welfare Officer/Officer (Welfare) or his authorised representative.
- xii. The CONTRACTOR shall procure and maintain a minimum stock of all items necessary for preparation of Night Tiffin / Breakfast, Lunch, Dinner, Tea, Coffee etc. atleast for 7 days in the canteen store. Stock of perishable items shall be maintained in the refrigerator or cooler for at least 3 days. However, milk shall be procured daily.
- xiii. The CONTRACTOR shall use Milma/Sapins/PDDP brand milk for this purpose.
- xiv. The CONTRACTOR shall prepare tea, coffee, black tea or black coffee, within the specified timeframes as per the menu and instructed by the Welfare Officer/Officer (Welfare) or his authorised representative. Tea shall be Kanan Devan/AVT/Brooke Bond brand while coffee shall be Bru/Nescafe/ Brooke bond /Tata. The CONTRACTOR shall prepare tea and coffee in various forms,

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including with sugar, without sugar and as black tea or coffee, based on menu requirements.

- xv. Use of milk powder for tea etc. shall be strictly prohibited. If milk is not available due to circumstances beyond the control of the CONTRACTOR, preparation of black tea shall be allowed with the consent of the Welfare Officer/Officer (Welfare) or his authorised representative.
- xvi. The CONTRACTOR shall prepare specified quantity of snacks daily, two of a designated size/weight, within the specified time as per the menu (Annexure 1) and as per the instructions by the Welfare Officer/Officer (Welfare) or his authorised representative. These snacks should be neatly packed in butter paper and provided to the evening shift employees along with their evening tea.
- xvii. The CONTRACTOR shall prepare and ensure adequate quantity of food to meet the needs of the employees. On ceremonial occasions, as required by the Company, the CONTRACTOR shall provide special food items including packed ones.

On the day of Thiruvonam, Onam Sadya (feast) comprising boiled rice/white rice, Avial, Sambar, Thoran, Kaalan, Rasam, Buttermilk, Inji curry, Pickle, Payasam, Pappadam, cut chips, Jaggery chips, Njali poovan pazham shall be served in well cleaned banana leaf to all our employees (who are on duty)/Company guests in the day and evening shifts. Banana chips & Jaggery chips in packets of 200 grams each shall also be served to those employees who are on duty in the night shift of Thiruvonam day.

For Onam feast, banana chips and jaggery chips, the average rate per unit or per Kg, as the case may be, prevailing in and around Udyogamandal at the relevant time shall be reimbursed to the CONTRACTOR.

In case of packed foods with MRP used for any such occasions, the MRP of the item shall be reimbursed.

- xviii. The CONTRACTOR shall also prepare and serve special Lunch/Dinner as per Annexure 1 (Category M) to employees/guests/other authorized persons at different locations including FACT Training and Development Centre, FACT guest house, etc. as required by the Company. Special Lunch/Dinner shall be served at reasonable rates considering the facilities and amenities provided to contractor free of cost as detailed at **Clause 3** above.
- xix. The CONTRACTOR shall not change the menu without the written permission from the Management. **However, the CONTRACTOR can prepare and serve food items not specified in the menu (Annexure 1) with the prior permission of Welfare Officer/Officer (Welfare). The rates shall also be subject to the prior approval of the Welfare Officer/Officer (Welfare) and**

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shall be reasonable considering the facilities and amenities provided to contractor free of cost as detailed at Clause 3 above. The CONTRACTOR can also procure and serve packed food/beverage items charging not more than MRP with the prior permission of Welfare Officer/Officer (Welfare) for each item.

- xx. Bidders are not to quote for individual food items. The rates for the food items specified in Annexure 4 are pre-fixed by the Company. All other food items included in the Menu at Annexure 1, for which rates have not been specified in Annexure 4, shall be supplied by the CONTRACTOR at reasonable rates, taking into account the facilities and amenities provided by the Company free of cost, as detailed in Clause 3 above.
- xxi. The CONTRACTOR shall arrange to display daily menu every morning in the canteen.

5. TRANSPORTATION AND DISTRIBUTION OF FOOD STUFF

- i. The CONTRACTOR shall use suitable and well-maintained vehicles for carrying and distributing foodstuff to various canteens, plants and other designated locations at the specified timings as per Annexure 2. The foodstuff shall be transported in adequately covered containers placed in or on such suitably equipped vehicles in a manner that ensures protection against contamination during transit. Any vehicle used for such transportation shall not be more than 10 years old. For better understanding of identified locations/service points, a route map is included in Annexure 2.
- ii. The CONTRACTOR shall undertake trips as required every day for the supply of tea/ black tea/ black coffee/food stuff in identified locations / service points at the prescribed time as per Annexure 2. Additional trips may be necessitated on days of harthal / bundh/strike and on occasions when shortage of food items is experienced in Petro /Ammonia Complex /Managerial Canteens. Additional trips may also be carried out as required by the Company on any day. The CONTRACTOR shall be liable to carry out the work as per the actual requirement from time to time.
- iii. The CONTRACTOR shall ensure timely supply of food items at various service points as per the provisions of the contract. Tea/ black tea/ black coffee is to be supplied in thermo flasks / kettles to the employees at designated locations / service points earmarked in each plant / department as may be decided by the Company from time to time.
- iv. The CONTRACTOR is bound to supply extra items at cost, if required, as per the instructions of the Welfare Officer/Officer (Welfare) or his authorised representative at any time.

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- v. The distribution of food items should not be interrupted due to Hartal, Bandh, strike etc. and the CONTRACTOR shall make necessary arrangement during such situations.
- vi. In the event of breach or non-fulfilment of any of the terms and conditions or in case the CONTRACTOR fails to do the job successfully, FACT has the right to take all actions as may be deemed fit against the CONTRACTOR including the forfeiture of the security deposit/invoking of bank guarantee. The decision of the FACT as to what constitutes breach or non-fulfilment shall be final and binding on the CONTRACTOR and shall not be questioned by him in any manner. FACT will also have the right to recover expenses incurred for alternate arrangements made by the Company in the event of failure on the part of the CONTRACTOR to prepare and supply the food stuff in time, from the CONTRACTOR.
- vii. The time of supply of food items under Annexure 2 are only tentative and the Company has every right to change the timings of supply according to operational requirements.

6. RAW MATERIALS AND OTHER REQUIREMENTS

- i. The CONTRACTOR shall procure and use cooking gas for the preparation of food in addition to the steam provided by the Company, subject to availability. The CONTRACTOR may use the LPG connection available with the Company upon submitting a written request and procure the cylinders at his own cost from FACT Cooperative Society Ltd, No.2700. The Company shall reimburse the cost of LPG Cylinders (19 Kg each) used for the preparation of food items specified in Annexure 4 to the CONTRACTOR, subject to the availability of steam on a particular day. The reimbursement is applicable only for the preparation of items specified in Annexure 4. Even when steam is available, the cost of one LPG cylinder (19 Kg) shall be reimbursed towards the preparation of food items requiring cooking using oil, such as frying, roasting and seasoning items including poori, vada, pappad and similar food preparations. If no steam is available for the preparation of food items specified in Annexure 4 on a particular day, the cost of 5 LPG cylinders of 19 Kg each (maximum) will be reimbursed to the CONTRACTOR; however, if steam is partially available at the preparation time, the reimbursement will be proportionally reduced. The decision of Welfare Officer/Officer (Welfare) shall be final in this regard. The CONTRACTOR must maintain an adequate supply of gas cylinders at his own cost to meet the requirement at all times.

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- ii. The CONTRACTOR shall procure and utilise good quality raw materials for the preparation of various food items, strictly adhering to recognised standards such as AGMARK. These raw materials must meet the standards specified by FSSAI (Food Safety and Standards Authority of India) as notified and permitted for preparation of items as per menu.
- iii. The CONTRACTOR shall use only superior quality coconut oil or sunflower oil for all cooking purposes. Used cooking oil shall be collected and stored separately in designated containers/vessels to be maintained by the CONTRACTOR for the purpose. Reuse or recycling of used cooking oil for preparation of food is strictly prohibited. The used oil shall be disposed of outside the Company premises at the contractor's cost in accordance with the applicable norms and only under due intimation to the Welfare Officer/Officer (Welfare).
- iv. The CONTRACTOR shall be required to keep enough stock of all raw materials like rice, aatta, rava, sugar, tea /coffee powder, coconut, coconut/sunflower oil, potatoes, onion, spice, condiments, vegetables etc., so that he may not run into shortage at any time to meet the unforeseen situations or strike. Milk shall be fresh and procured every day. Chicken/Fish shall also be fresh and procured on daily basis. Chicken procured and used shall be without neck piece and skin.
- v. The CONTRACTOR shall preserve all items of grocery & vegetables in a hygienic condition.
- vi. The procurement and transporting of all required provisions, vegetables and other items for the canteen from the market to the canteen shall be the sole responsibility of the CONTRACTOR.

7. MANPOWER, SUPERVISION AND CONTROL: -

- i. The CONTRACTOR shall ensure engagement of an adequate number of qualified personnel in each category to provide prompt and courteous service in the canteen. A list of all personnel engaged by the CONTRACTOR shall be furnished to the Company, and no new personnel shall be engaged without prior written approval of the Company. The CONTRACTOR shall also furnish complete details of all such personnel deployed for the work to the authorised officer of FACT.

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- ii. The CONTRACTOR shall deploy adequate manpower (experienced and qualified) to carry out the following jobs;
 - a. To cook the food items (including preparatory works) as per the menu
 - b. To provide potable drinking water, rasam, butter milk at the table and collect used plates and glasses
 - c. To clean the tables, furniture items, floors and work areas and kitchen, all canteen areas and outside premises of canteen at regular intervals.
 - d. To wash all utensils with clean hot water and with branded dish washes like Pril, Vim, Exo etc.
 - e. To supervise canteen functioning including maintaining discipline in each shift
 - f. To drive vehicles and to distribute food items in all the three shifts as per Annexure 2 .

- iii. The CONTRACTOR is authorized to engage personnel for operating the canteen and shall be solely responsible for managing all employment-related matters of such personnel. The CONTRACTOR shall ensure that qualified Canteen Supervisors possessing a graduate degree are available in all shifts to supervise the day-to-day operations of the canteen, coordinate with various Plants/Officers to meet operational requirements, ensure quality of food items, timely preparation and distribution of food and beverages, maintenance of hygiene and sanitation standards, adherence to the approved menu and prescribed quality and quantity of food, supervision of the contractor's personnel and prompt redressal of complaints relating to canteen services. The Canteen Supervisors engaged by the CONTRACTOR shall function as the primary point of contact for employees in all matters relating to canteen services and shall maintain effective coordination with the Company's Canteen Supervisor/ Welfare Officer/Officer (Welfare) to ensure efficient and uninterrupted canteen operations. The wages and other monetary benefits of all personnel engaged by the CONTRACTOR shall be paid by the CONTRACTOR through bank, and the Company shall not assume any liability whatsoever in this regard. The Company shall bear no liability or responsibility for any aspects relating to the CONTRACTOR's personnel.

- iv. The CONTRACTOR shall at all times ensure a standard of good conduct, behavior and discipline among their personnel. The use of mobile phones within the canteen premises by the personnel, except the Supervisor engaged by the CONTRACTOR, is strictly prohibited.

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- v. The CONTRACTOR shall ensure that the persons engaged to operate the canteen are between the ages of 18 years to 60 years and do not have any legal disqualifications for employment under any law or statutes in force from time to time or any other reason whatsoever.
- vi. The CONTRACTOR shall provide Identity Cards bearing a photograph and uniforms, masks, head caps, and hand gloves (wherever required) for the canteen personnel, at the CONTRACTOR's expense. Personnel are subject to search upon entry, exit, and during their duty hours. The Company retain the authority to conduct searches of the CONTRACTOR's personnel, who are obligated to adhere strictly to the established guidelines and regulations regarding cleanliness, the display of identity Cards, safety measures, discipline, security and other applicable general rules.
- vii. Engagement of personnel in the canteen shall be undertaken only after obtaining clearance/approval of the Company, for which the CONTRACTOR shall submit details of such personnel, including Police Clearance Certificates (PCC), medical fitness certificates duly signed by the Factory Medical Officer, and proof of completion of safety training. The CONTRACTOR shall ensure that all personnel have undergone safety training provided by the Company prior to applying for entry passes; the validity of such safety training and the fitness certificate shall be one year and shall be renewed annually. The validity of the Police Clearance Certificate shall be two years/or as prescribed by the Company and a fresh PCC shall be submitted on its expiry. The CONTRACTOR shall obtain entry/exit passes for all such personnel required for canteen functioning, and the validity of such passes shall be six months. The CONTRACTOR shall further ensure timely renewal of such passes every six months upon submission of the requisite documents.
- viii. If the Company is not satisfied with the service or conduct of any of the personnel of the CONTRACTOR, for any reason whatsoever, the CONTRACTOR shall promptly remove such personnel forthwith as per directives of the Company.
- ix. The duty hours for all personnel engaged by the CONTRACTOR shall be in accordance with the provisions of the Occupational Safety, Health and Working Conditions Code, 2020 and the rules framed thereunder. The workers are strictly prohibited from staying in the canteen or on the Company premises beyond their designated duty hours. At the conclusion of their shift, they shall vacate the canteen. Any exceptions to this rule, where workers are required to

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stay, must be communicated in writing to the Company, specifying their names and the reasons for the extension.

- x. The workers are expected to remain within the canteen area, focusing on their duties in accordance with the instructions provided. Loitering in the office or Company premises is not permitted. Any accidental injuries sustained in the course of employment or arising out of employment shall be the sole responsibility of the CONTRACTOR.
- xi. The Company retains the authority to instruct the CONTRACTOR not to hire, engage, or retain any person deemed undesirable for any reason, and the CONTRACTOR is obligated to promptly adhere to such directives.

8. HEALTH, HYGIENE AND CLEANLINESS

- i. Food items shall be served using tongs, hand gloves and the workers of the CONTRACTOR shall also wear Masks, Head caps while handling and serving food. In the event of any reported case of food poisoning, whether minor or major, arising from the canteen food, the full responsibility rests with the CONTRACTOR. The CONTRACTOR shall promptly arrange for medical assistance to the affected personnel and cover any other associated expenses at the CONTRACTOR's own cost. Under such circumstances, the contract can be terminated and the security deposit will be forfeited. The decision of the Company in this regard shall be final and binding.
- ii. The CONTRACTOR shall not employ or engage any persons who are physically or mentally unfit or those suffering from contagious diseases to work in the canteen.
- iii. Prior to engagement of personnel, the CONTRACTOR shall arrange for medical examinations of the personnel at his cost. Furthermore, the personnel engaged by the CONTRACTOR should undergo periodic medical checkups as stipulated under applicable statutes at CONTRACTOR's cost and their fitness certificates and medical checkup documents shall be produced before the Factory Medical Officer annually or as and when required by the Factory Medical Officer. personnel declared unfit during these assessments shall be removed from being engaged in the canteen forthwith.
- iv. The CONTRACTOR shall maintain Health Register and such other registers and records required to be maintained as per the relevant statute in respect of

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Canteen workers. Authorised Company official will conduct inspections whenever required.

- v. The CONTRACTOR shall keep the premises of the canteen including canteen hall, kitchen, Store Room, Dining area and all associated rooms as well as the furniture, utensils, fixtures, roof, walls, ceiling fans, exhaust fans, windows and ventilations including net and its glass, and any other fittings in clean, sanitary and hygienic conditions to the satisfaction of the Company. The CONTRACTOR must meet the costs associated with cleanliness. The CONTRACTOR must also ensure that floor in the canteen dining hall, kitchen, wash basins, tables and all other areas of the canteen are cleaned after each meal using a scented disinfectant approved for use by the Company. Mopping should be done after each meal. Entire canteen area shall be washed/sanitized on all days in a week. Surrounding areas of canteen buildings have to be swept once in a week, especially on Saturdays/Sundays. All inside/outside drainages connected with Canteen in the canteen compound premises shall be cleaned once in week or as required by the Company using disinfectant/phenol by the CONTRACTOR.
- vi. The CONTRACTOR shall ensure that all workers engaged by him wear clean, neat and tidy uniforms provided by the CONTRACTOR while on duty. The CONTRACTOR shall also ensure that the canteen workers maintain a high standard of personal hygiene, including keeping their nails trimmed, hair neatly groomed and observing proper personal cleanliness at all times. Workers shall not wear lungi, dhoti or any other attire which, in the opinion of the Welfare Officer/Officer (Welfare), is unsuitable for canteen operations while on duty.
- vii. The Canteen CONTRACTOR shall ensure that plates, kettles, thermoflasks and tumblers etc. used in the canteen are always washed in boiling water before serving food and again after the same being used. The CONTRACTOR will keep all vessels in a perfectly tinned condition. The cost of maintenance of stainless steel vessels and utensils, grinder, mixi, furniture, equipment, Walk in cooler (2 units) etc and fittings will have to be met by CONTRACTOR during the period of the contract after such items are entrusted to the CONTRACTOR.
- viii. The CONTRACTOR must adhere to the designated opening and closing times for the canteen. The CONTRACTOR shall keep all the tea-booths neat, clean and up to date hygienic condition every day after the services are over. The cleaning includes cleaning of floor, counter, benches and tables etc.

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- ix. The CONTRACTOR shall provide liquid hand wash at hand wash area in the canteens for the employees taking food.
- x. The CONTRACTOR shall meticulously ensure proper pest and rodent control and prevention of stray animals in the entire canteen area, which shall be treated as a zero tolerance zone. The CONTRACTOR shall, at his own cost, undertake all necessary measures including use of good quality disinfectants, cleaning materials, rat traps, pesticides and other approved pest control measures for maintaining proper hygiene and sanitation. Pest and rodent control activities shall be carried out once in every three months or as and when required by the Company through professional and effective pest control services.

9. INSPECTION:

- i. The services provided by the CONTRACTOR will be monitored by Welfare Officer/Officer (Welfare) or his authorised representative. All day-to-day activities and immediate instructions will be communicated to the CONTRACTOR or to their authorized supervisor through these personnel. The CONTRACTOR shall comply with the instructions without fail.
- ii. The Welfare Officer/Officer (Welfare) or his authorised representative shall have the authority and right to inspect the raw materials, food products, beverages, etc prepared by the CONTRACTOR and the vehicles engaged by him to ensure quality and compliance. Any items rejected by these authorized Officers during the inspection should not be used for service in the canteen.
- iii. The Welfare Officer/Officer (Welfare) or his authorised representative shall have overall control and superintendence over the operation and performance of the canteen.

10. SAFETY

- i. The CONTRACTOR shall ensure proper hygienic storage of raw materials.
- ii. The CONTRACTOR shall ensure safe and organised storage of flammable materials such as LPG Cylinders etc. The CONTRACTOR shall keep vigilant about the leakages if any from the fuel line, its connections, etc and ensure its immediate arrest. The CONTRACTOR shall ensure that all disinfectants, cleaning agents, pesticides are stored in a separate demarcated area under lock & key at all the times with restricted access

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- iii. The CONTRACTOR shall ensure that all his personnel have attended the training & fulfilling the requirements of the Company in the matter of ensuring safety. The CONTRACTOR shall also ensure that his personnel are scrupulously complying with the safety rules and regulations of the Company.
- iv. The CONTRACTOR shall ensure no adverse impact on environment due to the activities.
- v. The CONTRACTOR shall ensure that regular controls are in place for the following by doing regular checks/inspections but not limited to the following:
 - a) Vehicles
 - b) Tools, equipment, lifting/moving appliances
 - c) Safety equipment
 - d) Fire protection

11. DISPOSAL OF CANTEEN WASTE

- i. The CONTRACTOR shall be responsible for maintenance/operation of biogas plant without fail. The CONTRACTOR shall also ensure that both cooked and uncooked food waste shall be properly segregated. The CONTRACTOR shall also ensure that the segregated waste is promptly deposited into the designated Bio gas plant by his personnel. Any other garbage must be collected and deposited in specified place at the CONTRACTOR's own expense for proper disposal, all aimed at maintaining a hygienic environment. The canteen area must be maintained in a clean and orderly condition.
- ii. The CONTRACTOR is required to ensure separate collection of all plastic waste arising from canteen services within the Company premises at designated places for proper disposal on a daily basis. The actions of the CONTRACTOR and his personnel must not contravene FACT's compliance with ISO requirements.
- iii. The CONTRACTOR shall, at his own cost, from time to time and whenever required, collect, remove from the Company premises and dispose of all rubbish, scrap and other unwanted materials, other than those mentioned at Clauses (i) and (ii) above, in accordance with the applicable laws and regulations.
- iv. If the CONTRACTOR identifies any short- comings which may hamper to execution of the above activities, he shall immediately report the same to the

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Welfare Officer/Officer (Welfare).

12. LIABILITIES UNDER VARIOUS LAWS

- i. The CONTRACTOR shall scrupulously fulfil all obligations stipulated under Food Safety and Standards Act, 2006 along with the Rules and Regulations framed thereunder and other relevant Central and State Acts and Rules framed there under, having a bearing on his profession as the CONTRACTOR. All taxes/duties under Central, State and Municipality in relation to canteen operation shall be promptly paid by the CONTRACTOR. Necessary licenses, permits including from local municipality and other procedural formalities required for proper functioning of the canteen shall be fulfilled by the CONTRACTOR.
- ii. The CONTRACTOR shall, at all times, comply with all applicable laws in force, including but not limited to the Code on Wages, 2019, the Industrial Relations Code, 2020, the Occupational Safety, Health and Working Conditions Code, 2020, and the Code on Social Security, 2020, and the rules framed thereunder, as amended from time to time, governing wages, social security, occupational safety, health, welfare, and conditions of employment of contract workers.
- iii. In case the Company has to pay any charges due to non-compliance by the CONTRACTOR under any of the provisions of applicable Acts, Rules or Orders in force from time to time, the same will be recovered from the CONTRACTOR.
- iv. The CONTRACTOR shall obtain and maintain a valid licence from the competent authority, as required under the applicable provisions of the Occupational Safety, Health and Working Conditions Code, 2020, and the rules framed thereunder, as amended from time to time, for engagement of contract labour.
- v. The Canteen CONTRACTOR shall take the necessary license required under FSS, Act (FSSAI) 2006 or any other statutes as applicable.
- vi. The CONTRACTOR shall be liable for settling all claims of damages, compensation or expenses arising from accidents, injuries or death sustained by personnel employed by the CONTRACTOR during the execution of this contract. These payments shall be in accordance with prevailing rules, laws or orders in force from time to time.

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- vii. The Wage Roll, Muster Roll and such other registers, records and forms that are required to be maintained under different applicable statutes shall be maintained properly by the CONTRACTOR. The CONTRACTOR shall, as and when required by the Company or Government Officials authorized under applicable statutes, produce for inspection, all necessary forms, registers and other documents that are required to be maintained under relevant statutes for inspection.
- viii. The CONTRACTOR shall be responsible for payment of wages on time and provide welfare facilities to the personnel engaged. The CONTRACTOR shall remit ESI & PF contributions of the personnel as per the law in force and furnish proof thereof to the Company. He shall also pay all statutory benefits in force including annual bonus to his personnel in adherence to the applicable statutes. The CONTRACTOR shall obtain adequate insurance policy (Employee compensation insurance) for all his personnel who are not covered under ESI, towards meeting the liability of compensation arising out of death / injury/disablement at work etc.
- ix. In accordance with the FSS Regulations, it is obligatory to display FSSAI License/Registration Number at the canteen premises. In addition to that, it is also mandatory for Food Business Operators (FBO) to display a Food Safety Display Board at their premises. Therefore, the CONTRACTOR must display FSSAI License/Registration Number and Food Safety Display Board at the Canteen premises within one month from the date of award of the contract. A copy of the FSSAI License/Registration Number obtained for running canteen in FACT should be submitted to the Company within one month from the date of award of the contract. Failure to submit this certificate within one month will result in cancellation of the contract.

13. PAYMENT TERMS /COLLECTION OF PROCEEDS OF SALES:

- i. A Fixed amount of Rs. 1000/- (including GST) per permanent employee will be paid to the CONTRACTOR every month towards availing canteen facility. The current strength of permanent employees is approximately 850 which is liable for increase or decrease. The CONTRACTOR shall issue coupons for the equivalent value or through any other appropriate modes to facilitate the employees to avail canteen services for the said amount. The coupons so issued shall ordinarily be utilized by the employee concerned within the period prescribed by the Company. Where the same could not be utilized for

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justifiable reasons, the same may be utilized within such period as may be decided by the Welfare Officer/Officer (Welfare).

- ii. The cost of normal lunch, dinner, breakfast, snacks, beverages, packed food items and extra items (if any) served to Company guests, special lunch/dinner provided as instructed by the Welfare Officer/Officer (Welfare), and the Onam Sadhya (including banana chips and jaggery chips served separately) provided to the number of employees as instructed by the Welfare Officer/Officer (Welfare) on Thiruvonam day shall be reimbursed to the CONTRACTOR by the Company through a coupon system or such other mode as may be decided by the Company.
- iii. Cost of LPG cylinders (19 Kg each) will be reimbursed to the CONTRACTOR subject to clause 6(i), on production of invoices, based on certification by the Officer (Welfare).
- iv. The CONTRACTOR shall make his own arrangements (through Coupons or any other appropriate modes) for collection of proceeds of sales of food items to the employees not covered under Clause 13 (i) and (ii) above, if any. The CONTRACTOR shall accept digital payments also for which he shall install appropriate devices.
- v. The CONTRACTOR shall be paid by the Company in respect of the services rendered and contract performed on monthly basis under (a), (b), (c) and (d) below.
 - (a) Fixed amount of Rs.1000/- (including GST) per month per permanent employee for which coupons shall be issued by the contractor to the employees for availing canteen facility.
 - (b) Cost of normal lunch/dinner/Breakfast/snacks/beverages/packed food items/extra items (if any) served to Company guests, special lunch/dinner provided to employees, Company guests and other authorised persons, and the Onam Sadhya (including Banana chips & Jaggery chips provided separately) served to employees on Thiruvonam day as approved by the Welfare Officer/Officer (Welfare) or his authorised representative.
 - (c) Cost of LPG Cylinders (19Kg) subject to clause 6(i) on reimbursement mode.
 - (d) Payment towards service charges covering all operational costs, including manpower, transportation & distribution, administration, statutory dues,

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Overhead costs, etc. and also for keeping the rates fixed as per Annexure 4 of the Tender document for two years or any extension thereof.

- vi. Payment will be made on monthly basis to the CONTRACTOR subject to the condition that bills are in order and acceptable along with submission of wage rolls of personnel engaged by the CONTRACTOR and proof of remittance of ESI and PF and complying with all the statutory requirements.
- vii. Bills in triplicate together with supporting documents shall be submitted to the Welfare Officer/Officer (Welfare) for scrutiny/processing. After certification by Welfare Officer/Officer (Welfare) the payment shall be made after statutory deductions, if any, as applicable.

14. PRE DETERMINED FIXED CHARGES

- i. The prices (including GST) of food items listed in Annexure 4 are pre-determined by the Company. The Contractor shall serve food to employees at these fixed rates.
- ii. The Contractor shall not charge more than the fixed rates for the food items listed in Annexure 4 and shall not revise them during the contract tenure or any extension thereof.

15. PROVISION FOR PENALTY/TERMINATION

- i. The Company reserves the right to levy penalties on the CONTRACTOR for any breach of the terms and conditions of the contract, including but not limited to adulteration, use of inferior quality raw materials or foodstuff, unhygienic conditions, deficiencies in service delivery, non-compliance with safety and hygiene requirements, or any other default, whether committed by the CONTRACTOR or the personnel engaged by him. The CONTRACTOR will be penalized at the rates given below: -
 - a. For unclean or unhygienic conditions in the kitchen/store room/Dining hall at the rate of Rs. 1000/- at a time.
 - b. For not wearing Uniform, head cap etc by the CONTRACTOR's workers - Rs. 100/- per instance per person.
 - c. In case inferior or bad quality raw materials/food stuff used/served, Rs.5000/-

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per instance. In case insufficient quantity of food or non-providing of requisitioned items, Rs. 2000/- per instance. In case of repeat of such instances in a month, in addition to the penalty, the contract is liable to be terminated by the Company at its sole discretion.

- d. In case of late supply of Tea/ Black tea/ Black Coffee/food items by 15 minutes, due to fault of the CONTRACTOR or his personnel a penalty of Rs.500/- and beyond 15 minutes, Rs.1000/- for each 15 minutes or part thereof will be imposed.
- e. In case of failure on the part of the CONTRACTOR to operate and maintain the biogas plant in accordance with the terms of this contract or the instructions issued by the Welfare Officer/Officer (Welfare), a penalty of Rs.2,000/- per instance shall be levied. In addition to such penalty, any expenditure incurred by the Company for operation, maintenance, repair, restoration or disposal of waste arising out of such failure shall be recoverable from the CONTRACTOR.
- f. Repeated occurrence of instances listed above (a to e) may also render the contract liable for termination. The penalties specified herein above are without prejudice to each other and may be imposed independently or cumulatively, wherever applicable.
- g. In case, supply of food/beverage is inordinately delayed or no supply is made or food/beverage cannot be prepared in the kitchen due to unhygienic conditions or for any other reasons, in addition to penalty specified above, the actual cost incurred by the Company for arranging food to the employees through alternate means will also be recovered from the CONTRACTOR.
- h. The afore penalty provisions shall not restrict the right of the Company to terminate the contract for breach of contract.
- ii. FACT reserves the right to terminate the contract forthwith any time during the currency of the contract in the event of CONTRACTOR becoming insolvent or going in to liquidation.
- iii. FACT shall have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the CONTRACTOR of any of the terms and conditions of the contract or due to the CONTRACTOR's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done through alternate means for the unexpired period of the contract at the risk and cost of the CONTRACTOR and recover the losses, damages,

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expenses or costs that may be suffered or incurred by FACT besides forfeiture of security deposit.

16. OTHER TERMS AND CONDITIONS:

- i. The contract shall be valid for a period of TWO YEARS, extendable by another ONE year on same terms and conditions, subject to satisfactory performance.
- ii. **The Contractor shall maintain fixed rates for all items listed out in Annexure 4 during the period of contract (Two years, extendable for one more year).**
- iii. The CONTRACTOR shall ensure that either the CONTRACTOR or a designated Supervisor is present and available at the canteens at all times during operational hours and shall be responsible for the effective management and supervision of the canteen operations.
- iv. If required by the Welfare Officer/Officer (Welfare), the CONTRACTOR shall offer canteen services to outsiders visiting the Company for business purposes at the rates approved by the Company from time to time. The CONTRACTOR shall not supply food outside the FACT premises. Bulk orders of food items, except against specific requirements of the Company, shall not be allowed, and food items in bulk quantities shall not be permitted to be taken outside the FACT premises.
- v. The Canteen is intended for the exclusive use of employees and authorised persons of the Company and no person other than the employees and authorised persons of the Company and the personnel employed in the canteen are allowed to make use of or enter the canteen except with the written consent of the Management.
- vi. The CONTRACTOR is required to maintain a Complaint Register within the Canteen premises, under the supervision of the Supervisor engaged by him, accessible to employees of the Company for lodging complaints as and when necessary. The CONTRACTOR is bound to produce the complaint register before the Welfare Officer/Officer (Welfare) or his authorised representative on demand at any time.
- vii. The CONTRACTOR shall ensure that no products shall be sold from the premises which are prohibited to be sold within the premises of the canteen,

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as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.

- viii. No alcoholic beverages of any description, cigarettes, pan masala items shall be handled, stored or served in the canteen under any circumstances.
- ix. The price of the food items and beverages should be prominently displayed at the counter/Notice Board in Canteens.
- x. The CONTRACTOR shall ensure that the Supervisor engaged by him shall attend Canteen Management Committee meetings as required by the Company.
- xi. The CONTRACTOR shall not sublet or sub-contract, transfer or assign any of his rights under the contract to any person(s). The CONTRACTOR shall not use Company's properties, facilities or resources for purposes other than that related to the running of Company canteen.
- xii. Canteen being an essential service, the preparation and supply of food items in the canteen should not be disrupted due to strikes, hartals, bundh or any form of labour stoppages and the CONTRACTOR shall make suitable arrangements for the uninterrupted operation of canteens during such times.
- xiii. The CONTRACTOR shall indemnify the Company against any loss or damage resulting on account of the negligence or any acts of commission and or omission from the side of the CONTRACTOR or anybody acting on behalf of the CONTRACTOR or employed by the CONTRACTOR. The CONTRACTOR shall also to indemnify the Company from any dues and/or responsibilities arising out of this contract.
- xiv. The Company shall possess charged lien on all assets brought on to the premises of the Company by the CONTRACTOR, to secure any outstanding amounts due to the Company. All the articles or properties brought to the premises of the Company by the CONTRACTOR shall be notified to the Management in writing.
- xv. The Company shall have the absolute right to terminate this contract without assigning any reasons and as on such termination or on cessation of the contract by efflux of time, the CONTRACTOR and his personnel shall vacate

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the premises within 24 hours of such termination or cessation. The CONTRACTOR shall hand over all properties and materials entrusted to their custody by the Company, and the CONTRACTOR shall settle all outstanding dues to his personnel and ensure that they leave the Company's premises without any claim whatsoever against the Company.

- xvi. If the Management is not satisfied with the quality of food items, service, behaviour of the CONTRACTOR or his personnel or for any other reasons arising while running of the canteen, the CONTRACTOR shall be served a notice of twenty four hours to address or rectify the identified concerns within the stipulated time frame, and in the event of failure to address or rectify the identified concerns, the Company shall have the right to terminate the contract.
- xvii. In the event that the quality of food items served falls below the established standards or if the CONTRACTOR fails to maintain sufficient stock of provisions and other necessary supplies for the efficient operation of the canteen, the Company reserves the right, at its sole discretion, to procure provisions, substitute food items and other supplies required to keep the canteen operational, for and on behalf of the CONTRACTOR, and any expenses so incurred will be charged to the account of the CONTRACTOR without in any way absolving the CONTRACTOR from its obligations under this contract.
- xviii. The contract shall be administered by Welfare Officer/Officer (Welfare). HR manager in charge of welfare shall be the over-all authority for all the activities related to this contract and his/ her decision shall be final and binding.

17. Security Deposit and Risk & Cost

- 17.1 Successful bidders (Contractors) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** within 15 days of the receipt of the work order/Letter of Intent as detailed in clause 02 of Standard Terms and Conditions of Contract (Annexure-VI).
- 17.2 In the event of failure of the contractor to perform the contract in whole or in part, FACT shall have the right to execute the work through alternate means at the risk and cost of the contractor, and recover the additional expenditure incurred.
- 17.3 The Security Deposit shall remain at the entire disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with

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the terms and conditions of the contract. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above

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

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Annexure -1

Canteen Menu

(i) Night Tiffin / Breakfast (daily)

Category A			
One item/dish shall be prepared and served as per requirement on rotation basis for night tiffin and breakfast. For breakfast (To be made available only at the Main Canteen or as decided by the Company), Egg (chicken) curry (75 gms) shall also be served along with Category A items.			
Sl .N o	Main Dish	Number and/or Std Quantity per item	Curry
1	Plain Dosa	3 Nos. (50 gms each)	Sambar (75 gms) & Coconut Chutney (50 gms)
2	Puttu	120 gms	Payar (75 gms) OR Kadala (75 gms) OR Green Peas (75 gms) & Papad (one - 10 cm dia)
3	Chappathi	3 Nos. (40 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)
4	Idiappam	3 Nos. (50 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)
5	Idli	3 Nos. (50 gms each)	Sambar (75 gms) & Coconut Chutney (50 gms)
6	Appam	3 Nos. (50 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)
7	Porotta	3 Nos. (60 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)
8	Poori	3 Nos. (50 gms each)	Channa (75 gms) OR Potato masala (75 gms)
9	Ghee Roast	1 Nos. (100 gms)	Sambar (75 gms) & Coconut Chutney (50 gms)
10	Upma	150 gms	Payar (75 gms) OR Kadala (75 gms) OR Green Peas (75 gms) & Papad (one - 10 cm dia)

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Category B One item/dish on rotation basis shall be served for Breakfast.			
Sl. No	Main Dish	Number & Std Quantity per item	Curry
1	Poha	150 gms	Chutney (50 gms)
2	Plain/Stuffed Paratha (Aloo/Gobi/Paneer)	2 Nos. (50 gms each)	Curd (75 grams) /Chutney (50 gms)
3	Chole Bhature	2 Nos. (50 gms each)	Chick pea curry (75 gms)

(ii) Lunch/Dinner

Category C Along with Kerala Rice or White rice (both to be made available for employees to choose from), Chappathi/Roti/Phulka shall be served.		
Sl. No	Main Dish	Quantity
1	Kerala Rice	350 gms
2	White rice	350 gms
3	Chappathi/Roti/Phulka	2 Nos. (40 gms each)

Category D All item/dish shall be prepared and served		
Sl. No	Side Items	Number/Quantity
1	Pappad	Two - 10 cm dia
2	Rasam	170 ml each
3	Butter Milk	
4	Pickle (Mango/Lemon/Goosberry/Vadukapuli Kovakka/Bitter gourd)/Tomato kichady /Curd salad/Vendakka or pavakka kichdi/Puliyinchi/Coconut Chammanthi) (To be served on rotation basis)	10 gms

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Category E

Any one item/dish shall be prepared and served on a rotation basis. However, the item/dish served for Lunch and the item/dish served for Dinner on the same day shall be different.

Sl.No	Dish	Quantity
1	Sambar	160 ml
2	Chena Kaya Kaalan	
3	Parippu curry	
4	Mango Mappas	
5	Tomato/Vendakka mappas	
6	Pazham Kaalan	
7	Kovakka Pulinkari	
8	Elavan/vellari morukari	
9	Mango-Muringakkol-Parippu- curry	
10	Padavalam kudampuli curry	

Category F

Any one item/dish shall be prepared and served on a rotation basis. However, the item/dish served for Lunch and the item/dish served for Dinner on the same day shall be different.

Sl.No	Dish	Quantity
1	Aviyal	60 gms
2	Peechinga/padavalam Koot	
3	Kodappan-Muthira thoran / Kodappan-Cherupayar thoran/ Cheerakkoot	
4	Koorkka-Kaya-Cherupayar erissery	
5	Rajma-Potato masala curry	
6	Chena-Kaya-koorkka mezhukkupuratti /Van payar mezhukkupuratti / Kadala Roast with tenga kothu	
7	Kadalakkoot	
8	Payar-kaya thoran with coconut	

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9	Kaya-chena-achinga mezhukkupuratti	
10	Sprouted green gram thoran	
11	Cabbage - carrot -kadalapparippu thoran	

Category G			
Any one item/dish shall be prepared and served on rotation basis.			
Sl.No	Main Dish	Curries	Side Items
1	Lemon rice/Tomato rice/curd rice /Jeera Rice/Fried Rice/ Pulao (300 gms)	Onion Raita (150 ml)/Chole (150 ml)/Rajma (150ml)	Pappad (one - 10 cm diameter), Mango/Lemon Pickle

Category H (Veg Dishes)		
Any one item/dish shall be prepared and served on rotation basis.		
Sl.No	Dish	Quantity
1	Any Aloo dish	75 gms
2	Any Gobi dish	75 gms
3	Any Paneer dish	75 gms

Category I (Non-veg Dishes)		
Any one item/dish shall be prepared and served on rotation basis.		
Sl.No	Dish	Quantity
1	Any chicken dish	100 gm cooked per dish with gravy/Masala 160 ml per plate
2	Fish Curry	100 gm cooked per dish with gravy/Masala 160 ml per plate

Note:

1. Serving of Items/dishes under category G, H & I shall be limited to Main canteen, Petro, Ammonia Complex and Managerial Canteens, however subject to the decision of the Company.
2. Chicken procured shall be without neck piece and skin.
3. Any variety of fish may be used for preparing the dish, except Mathi (Sardine).

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(iii) Evening Snacks

Category J		
Any one item/dish shall be prepared and served on rotation basis. Snacks shall be packed in butter paper (one packet containing two snacks) for distribution to individual employees at various points/locations.		
Sl.No	Item	Quantity
1	Raw banana Baji	1 No. (60 gms)
2	Sughiyan	1 No. (60 gms)
3	Bonda(Potato Stuffed)	1 No. (60 gms)
4	Samosa	1 No. (60 gms)
5	Pazhampori	1 No. (60 gms)
6	Neyyappam	1 No. (60 gms)
7	Undampori	1 No. (60 gms)
8	Uzhunnu vada	1 No. (60 gms)
9	Parippu vada	1 No. (60 gms)
10	Pathiri	1 No. (60 gms)

Category K		
Any one item/dish shall be prepared and served on rotation basis. Snacks shall be packed in butter paper (one packet containing two snacks) for distribution to individual employees at various points/locations.		
Sl.No	Item	Quantity
1	Kozhukkatta	1 No. (60 gms)
2	Ada	1 No. (60 gms)
3	Bread Sandwich	1 No. (60 gms)
4	Vatteppam	1 No. (60 gms)

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(iv) Beverages (serving of Item 2 only through counter at designated timing)

During day shift (8 am - 4 pm) Tea shall be prepared and served 2 times, during evening shift (4 pm - 12 am) Tea once & Black Coffee once shall be prepared and served, during night shift (12 am - 8 am) Black Tea once & Tea once shall be prepared and served. For breakfast, coffee shall also be prepared and served in Main canteen or as decided by the Company.

Category L		
Sl.No	Item	Quantity
1	Tea (Kanan Devan/AVT/Brooke Bond)	150 ml
2	Coffee (Bru/Nescafe)	150 ml
3	Black Tea (Kanan Devan/AVT/Brooke Bond) /Black Coffee (Bru/Nescafe/ Brooke bond /Tata)	150 ml

Category M
<u>Special Vegetarian Lunch/Dinner</u> Along with the items for normal Lunch/Dinner (Category C,D,E,F), Set curd (75 grams), Gopi/Paneer/Mushroom (two dishes of 100 gms each), payasam (110 ml) /gulab jamun/kesari shall be prepared and served as special vegetarian lunch/dinner. <u>Special Non-vegetarian Lunch/Dinner</u> Along with the items for normal Lunch/Dinner (Category C,D,E,F), Set curd (75grams), Chicken and Fish (two dishes of 150 gms each), payasam (110 ml) /gulab jamun/kesari shall be prepared and served as special Non-vegetarian lunch/dinner. Only Neymeen (Seer fish)/Karimeen (Pearl spot fish)/Kalanji (Asian sea bass)/Vella Aavoli (White promfet) shall be used for preparing the dish.

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Annexure - 2

Transportation of food items in suitable Covered vehicle from FACT – Udyogamandal Complex (UC) Canteen in all the three shifts as detailed below

DAY SHIFT

SCHEDULE

08.15 AM to 8.45 AM and 01.15 PM to 01.45 PM	Supply of Tea to various Fert & Petro Plants, Training School and township area (Estate office/Filter bed/Electrical/Civil)
9.30 AM to 10.15 AM and 2.30 PM to 3.15 PM	Supply of Tea to SCT BHAVAN, HEAD OFFICE, R&D, FEDO, PETRO ADMIN (Shall be served at employees' desks)
11.00 AM to 12 00 noon	Supply of lunch in carriers to various Fert, Petro Plants and township area (Filter bed) and lunch in bulk containers to Township area (Corporate office, Estate Office, FACT House, Electrical and Civil)

11.15 to 11.45 am

- a) Transportation of lunch in suitable fully Covered vehicle from Fert UC Canteen to RAP, Petro and Managerial canteens and serving in dining halls from 12 noon to 1.00 pm.

- b) *Transportation of lunch in bulk containers to the locations listed above (Number of lunch- 77)*

Notwithstanding anything contained above, Tea/lunch shall also be served as per the requirement of the Company from time to time.

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Serving of food (Lunch) in dining halls (Fert /Ammonia Complex/Petro/Mgrl Canteen)

Regular days (Dining time : 12 Noon to 1 pm)

- Contractor shall set up self-serving counter in dining halls for foodstuff individually (through bain marie, wherever feasible as decided by the Company).
- Set up three self-serving counters in Fert dining hall, 2 each in Ammonia Complex & Petro dining halls and one self-serving counter in Managerial canteen.

Sundays & Holidays (Dining time : 12 Noon to 12.45 PM)

- Set up two self-serving counters each in Fert dining hall, Ammonia Complex & Petro and sufficient number of self-serving counters as per instruction of Welfare Officer/ Officer (Welfare) or his authorised representative.

Note: In case of prior information, the time of serving may be extended accordingly in dining halls.

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TEA SUPPLY POINTS

DAY SHIFT

Fert Plants

Regular days

1. INSTRUMENTATION DEPT, UTILITIES, MECH. OFFICE, CENTRALISED CONTROL ROOM, HEAVY EQUIPMENTS, 11 KV SUB STN, OFFSITE
2. RUBBER LINING & WELDING, POLLUTION CONTROL DEPT., ACID AREA ELE, INST, ACID PLANT OFFICE , LAB., ACID MAINT., DCDA, SO2, MELTER, SULPHUR CHARGING/CRANE OPRS, NORTH GATE CISF, TRAFFIC OFFICE.
3. MAIN LAB, TIME OFFICE, FIRE & SAFETY, 110 K V, SOUTH GATE, ESTATE, TOWNSHIP CIVIL & ELE, FILTER BED.
4. 300 TPD PHOSPHATE : CONTROL ROOM & LAB , PM'S OFFICE BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER), TRAFFIC, COMPRESSOR HOUSE, IMPORT ACID, PHOSPHATE ELE, MECH
5. 150 TPD PHOSPHATE: CONTROL ROOM & LAB, TRAFFIC, BAGGING OPR, MECH.
6. CIVIL MAINT, MATERIAL CONSERVATION, CMG, SMITHY, WORKSHOP, MEDICAL.
7. STORES DEPT (OFFICES, ISSUE COUNTERS, PETROL PUMP, GUNNY BAG GODOWN)
8. AMMONIUM SULPHATE DEPT (PM'S OFFICE, CONTROL ROOM, SHIFT IN CHARGE, YARD ROOM, BAGGING, BUSER), MECH MAINT, INSTRUMENT, ELECTRICAL.
9. RAP CONTROL ROOM, INSTRUMENTATION, ELECTRICAL AREA, AMMONIA COMPLEX MECHANICAL, COOLING TOWER, PDS YARD, SYNTHESIS, COMPRESSOR, MDEA, NITROGEN, DM WATER, NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE, WELFARE OFFICE, ELECTRICAL OFFICE, CIVIL, LAB, CISF AMMONIA COMPLEX GATE, TRAINING SCHOOL.

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Sundays & Holidays

1. RUBBER LINING & WELDING, ELEC, INSTR, POLLUTION CONTROL, ACID PLANT OFFICE, LAB., ACID MAINT., DCDA, SO2, MELTER, SULPHUR CHARGING/CRANE OPRS, NORTH GATE CISF, TRAFFIC OFFICE.
2. 11 K V, OFFSITE, HEAVY EQUIPMENTS, UTILITIES, MECH. OFFICE, INSTRUMENTATION DEPT. DCS CONTROL ROOM.
3. COMPRESSOR HOUSE, IMPORT ACID, PHOSPHATE ELE, MECH., 300 TPD CONTROL ROOM & LAB, PM'S OFFICE, BAGGING OPERATORS, INSTR, H2SO4 HANDLING (SUPER), TRAFFIC
4. 150 TPD PHOSPHATE – MECH ., TRAFFIC, BAGGING OPERATOR, CONTROL ROOM & LAB, TRAFFIC, BAGGING OPR
5. MAIN LAB, TIME OFFICE, CISF CONTROL ROOM, COMPUTER CENTRE, FIRE & SAFETY, 110 K V, SOUTH GATE, FILTER BED.
6. CMG, WORKSHOP, SMITHY, MEDICAL.
7. NAS- ALL PLANT AREAS, (INCLUDING MECH, ELEC, INSTRUMENT, TRAFFIC DEPTS).
8. RAP CONTROL ROOM, INSTRUMENTATION, AMMONIA COMPLEX MECH (SHUT DOWN) COOLING TOWER, PDS YARD, SYNTHESIS, COMPRESSOR, MDEA, NITROGEN PLANT, DM WATER, NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE, LAB, CISF AMMONIA COMPLEX GATE.

Petro Plants

Regular days

1. PETRO ADMN., PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAINT., ELE. MAINT., INSTRUMENTATION
2. CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL, HYAM
3. HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS,
4. LACTAM-MECH, AMMONIA HANDLING, STORES, TRAFFIC, PUMP HOUSE
5. TANK FARM, PRODUCTION GATE

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Sundays & Holidays

1. PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAINT., ELE. MAINT., INSTRUMENTATION
2. CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL, HYAM
3. HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS, MECH.,
4. AMMONIA HANDLING, TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE.

Admin offices**Regular days**

1. SCT BHAVAN, HEAD OFFICE, R&D, FEDO, PETRO ADMIN

Transportation of lunch in carriers

Contractor shall collect meals carriers from respective departments, clean it, fill it and supply accordingly to the points mentioned below (Approximate):

Acid Plant	-	15
Phosphate plants	-	10
Compressor house	-	1
110 KV Sub-station	-	2
Filter Bed	-	5
Sulphate Plant	-	8
Ammonia Plant	-	2
CPP	-	2
Petro plants	-	10

Notwithstanding anything contained above, Tea/lunch shall also be served as per the requirement of the Company from time to time.

Note: Lunch means items/dishes under Category C to F as per Annexure 1

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Evening Shift

SCHEDULE

4.15 PM to 04.45 PM	Supply of Tea and snacks to various Fert & Petro Plants, and Filter-bed
07.00 PM to 08.30 PM	Transportation of dinner in carriers from UC Canteen to Fert plants, Petro Plants, and Filter-bed.
09.00 PM to 09.30 PM	Supply of Black Coffee to various Fert, Petro Plants, and Filter-bed

7.15 to 7.45 pm

Transportation of dinner in suitable Covered vehicle from UC Canteen to Ammonia Complex & PETRO canteens and serving from 8 pm to 8.30 pm.

Serving of food in dining halls (Fert / Ammonia Complex/Petro)

Dining time: 8 PM to 8.30 PM

- Contractor shall set up self-serving counter in dining halls for foodstuff individually (through bain marie, wherever feasible as decided by the Company).
- Set up two self-serving counters each in UD Ammonia Complex and Petro dining halls or sufficient number of self-serving counters as per the instruction of Welfare Officer/Officer (Welfare) or his authorised representative.

Note: In case of prior information, the time of serving may be extended accordingly in all dining halls

Supply Points (Tea/ Black Coffee)

Fert Plants

1. CMG, WORKSHOP, SMITHY, MEDICAL, NAS IN - CHARGE, CONTROL ROOM & LAB, BUSHER, YARD ROOM, TRAFFIC, BAGGING, INSTR.
2. RAP CONTROL ROOM, INSTR., COOLING TOWER, PDS YARD, SYNTHESIS, COMPRESSOR, MDEA, NITROGEN, DM WATER, NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE, LAB, CISF AMMONIA COMPLEX Gate
3. WELDING, POLLUTION CONTROL, INSTR., ACID LAB. DCDA, SO₂, MELTER, SULPHUR CHARGING/CRANE OPRS, NORTH GATE CISF & TRAFFIC OFFICE
4. HEAVY, 11K V, OFFSITE MAIN LAB, Time Gate, Computer Centre, FIRE & SAFETY, 110 K V, SOUTH GATE, FILTER BED

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5. DCS Control room, BOILER, IMPORT ACID, PHOSPHATE MECH, 300 TPD CONTROL ROOM & LAB, TRAFFIC, BAGGING AREA, INSTR, H2SO4 HANDLING(SUPER)
6. 150 TPD PHOSPHATE – GROUND FLOOR - ISSUE CLERK, BAGGING OPR, CONTROL ROOM & LAB

Petro Plants

1. PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT., INSTRUMENT.
2. CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL, HYAM
3. HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM -BAGGING, TECHNICIANS, MECH.,
4. AMMONIA HANDLING, TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE

Transportation of dinner in carriers

Contractor shall collect meals carriers from respective departments, clean it, fill it and supply accordingly to the points mentioned below (Approximate):

Acid Plant	-	12
Phosphate plants	-	8
Compressor house	-	1
110 KV Sub-station	-	2
Filter Bed	-	4
Sulphate Plant	-	6
Ammonia Plant	-	1
CPP	-	1
Petro plants	-	10

Note: Dinner means items/dishes under Category C to F as per Annexure 1

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12/8 SHIFT

SCHEDULE

Time	Details of Work
01.45 AM to 02.45 AM	Supply of black tea and tiffin to various Fert, Petro Plants, and Filter-bed
05.00 AM to 05.30 AM	Supply of tea to various Fert plants, Petro Plants and Filter bed.

Serving of food in dining hall of Main Canteen only

Breakfast : 7 AM to 7.45 AM

Supply Points (Tiffin, Black Tea & Tea)

Fert Plants

1. CMG, WORKSHOP, SMITHY, MEDICAL
2. NAS: CONTROL ROOM & LAB, BUSER, YARD ROOM, TRAFFIC, BAGGING, INSTR.
3. AMMONIA COMPLEX : CONTROL ROOM , INSTR., MECH (SHUT DOWN), COOLING TOWER, PDS YARD, SYNTHESIS, COMPRESSOR, MDEA, NITROGEN, DM WATER, NAPHTHA STORAGE, CPP CONTROL ROOM, OIL PUMP HOUSE , LAB, CISF
4. WELDING, POLLUTION CONTROL, INSTR. ACID LAB, DCDA & SO₂, MELTER, SULPHUR CHARGING/CRANE OPRS, NORTH GATE CISF & TRAFFIC OFFICE
5. MAIN LAB, CISF CONTROL ROOM, TIME GATE, COMPUTER CENTRE, FIRE & SAFETY, 110 K V SOUTH GATE, FILTER BED.
6. 11K V, OFFSITE, HEAVY, INSTRUMENTATION, DCS Control Room, BOILER, IMPORT ACID, PHOSPHATE MECH.& ELE(SHUT DOWN WORK TIME)
7. 300 TPD : CONTROL ROOM & LAB, TRAFFIC, BAGGING AREA, INSTR, H₂SO₄ HANDLING(SUPER)
8. 150 TPD PHOSPHATE : GROUND FLOOR , ISSUE CLERK , BAGGING OPERATOR , CONTROL ROOM & LAB , Mech Maint (S/D time)

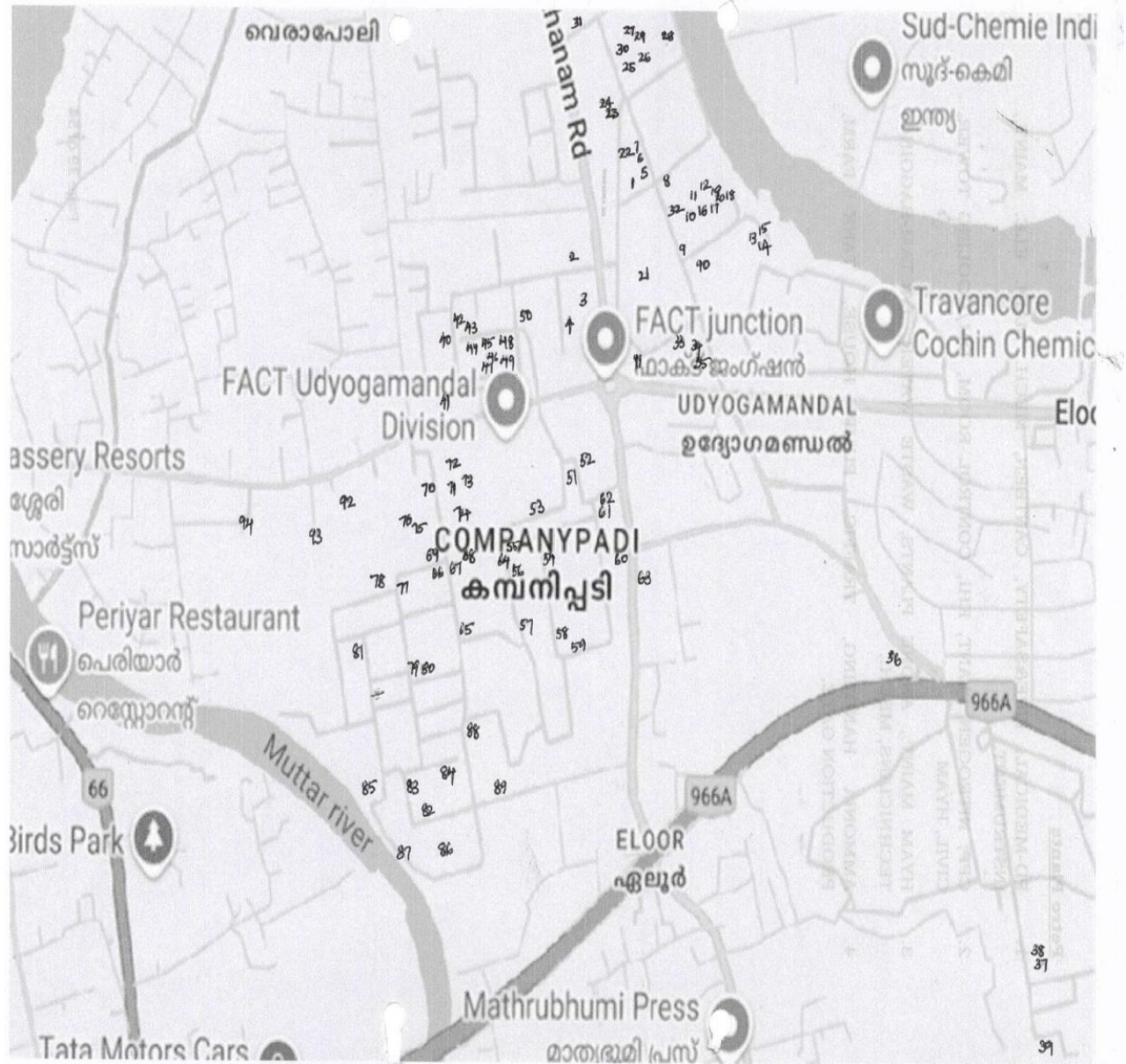
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Petro Plants

1. PD-MEDICAL, FIRE&SAFETY, CANTEEN, MECH. MAIN. ELE. MAINT., INSTRUMENT.
2. CPP, NITROGEN PLANT, KHI, CONTROL ROOM, DM/COOLING TOWER, CIVIL, HYAM
3. HYAM MAINT., ANONE PLANTS, WASTE WATER, LACTAM-BAGGING, TECHNICIANS, MECH.,
4. AMMONIA HANDLING, TRAFFIC, PUMP HOUSE, TANK FARM, PRODUCTION GATE.

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Route Map

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Point No.	Location
1	HEAVY EQUIPMENTS
2	CIVIL MAINTENANCE
3	MEDICAL
4	WORKSHOP
5	MAINTENANCE OFFICE(ALL)
6	TEST BENCH
7	UD INSTRUMENTATION
8	DCS
9	IMPORT ACID
10	3RD STAGE PHOSP STORAGE (TECHNICIAN)
11	PHOSPHATE INSTRUMENTATION
12	PHOS 3RD STAGE TRAFFIC
13	PHOS 4TH STAGE TRAFFIC & BAGGING
14	PHOS 4TH STAGE CONTROL ROOM
15	4TH MECH MAINTENANCE
16	PHOS 3RD STAGE CONTROL ROOM
17	PHOS 3RD STAGE MAINTENANCE WORKERS ROOM
18	PHOS 3RD STAGE MAINTENANCE OFFICE
19	PHOS PLANT MANAGER'S OFFICE
20	PHOS 3RD STAGE ELECTRICAL
21	MAIN LAB
22	WELDING SECTION
23	POLLUTION CONTROL DEPARTMENT
24	ACID ELECTRICAL
25	ACID MECH MAINTENANCE (OFFICE & WORKERS)
26	SO2 CONTROL ROOM
27	LAB
28	MELTER
29	DCDA
30	ACID PLANT MANAGER'S OFFICE
31	NORTH GATE TRAFFIC OFFICE
32	COMPRESSOR HOUSE
33	110 KV SUB STATION

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34	FIRE & SAFETY
35	MSP'S OFFICE
36	ESTATE OFFICE
37	ESTATE - ELECTRICAL
38	ESTATE - CIVIL
39	FILTER BED
40	STORES DEPARTMENT
41	PETROL PUMP
42	SULPHATE MAINTENANCE
43	SULPHATE INSTRUMENTATION
44	SULPHATE YARD ROOM
45	SULPHATE SHIFT IN CHARGE
46	SULPHATE CONTROL ROOM
47	PM'S OFFICE, PUSHER
48	SULPHATE BAGGING
49	SULPHATE TRAFFIC
50	SULPHATE ELECTRICAL
51	RAP CONTROL ROOM
52	RAP ELECTRICAL
53	RAP MAINTENANCE
54	RAP SYNTHESIS
55	CPP CONTROL ROOM
56	RAP DM
57	NITROGEN
58	MDEA
59	FRONT END
60	COOLING TOWER
61	RAP LAB
62	WELFARE & OTHER OFFICES
63	TRAINING SCHOOL
64	RAP CPP GROUND FLOOR
65	PETRO KHI
66	PETRO CONTROL ROOM
67	PETRO CPP CONTROL ROOM
68	CPP GROUND FLOOR (WORKERS)
69	LAB
70	SAFETY & FIRE
71	ELECTRICAL

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72	WORKSHOP
73	INSTRUMENTATION
74	NITROGEN PLANT
75	HYAM MAINTENANCE
76	HEAVY EQUIPMENTS
77	DM PLANT
78	CIVIL MAINTENANCE
79	ANONE MAINTENANCE
80	ANONE WORKERS ROOM
81	5H (OXIDATION)
82	LACTAM MAINTENANCE
83	LACTAM TECHNICIANS
84	LACTAM BAGGING
85	AMMONIA HANDLING
86	TANK FARM
87	PUMP HOUSE
88	STORE
89	PETRO TRAFFIC
90	SCT Bhavan
91	Head Office
92	R&D
93	FEDO
94	Petro Admin

Distance Details

Supply Points	Distance Covered
1 to 21	2 KM
22 to 39	5.5 KM
40 to 63	5.5 KM
64 to 94	6 KM

Note: Food items and beverages shall not be transported, distributed or supplied to any location/s other than those specified above. The Company reserves the right to require the CONTRACTOR to transport, distribute and supply food items/beverages to any new plant(s) established by the Company during the currency of the Contract. The CONTRACTOR shall comply with such requirements in accordance with the instructions of the Welfare Officer/Officer (Welfare), without claiming any additional cost or compensation on this account.

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Annexure -3

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED UDYOGAMANDAL CANTEEN-UC						
DETAILS OF UTENSILS AND OTHER EQUIPMENT						
SL. No	ITEM	MC	UD	PD	RAP	TOTAL
<u>CANTEEN OFFICE</u>						
1	OFFICE TABLE (STEEL)	1	6		2	9
2	OFFICE TABLE (WOOD)		1	3		4
3	CHAIR	1	5	2		8
4	COMPUTER		1			1
5	PRINTER		1			1
6	FIRST AID BOX		1			1
7	NOTICE BOARD		5			5
8	MOBILE WITH CHARGER		1			1
9	STEEL STRAIGHT ROD PAPER HOLDER		1			1
10	ENGRAVER		1			1
11	BICYCLE		1			1
12	STAFF LOCKER (WOOD)		8			8
13	STAFF LOCKER (IRON)		8			8
14	OFFICE FILE RACK		3			3
15	OFFICE LAND TELEPHONE		3	1	1	5
16	IRON RODE (STEAM PIPE LINE VALUE COLSER)		1			1
17	KEY HOLDER		1			1
<u>F&B SERVICE (CANTEEN)</u>						
1	SS MEALS PLATE	60	446	250	161	917
2	SS GLASS	40	147	121	136	444
3	SS DINING TABLE	6	37	34	24	101
4	STEEL TABLE WITH WASTE HOLE		1	1	1	3
5	ALMIRAH STEEL	1	1	2		4
6	CLOCK	1	3	2	1	7
7	WATER JUG	6	20	21	16	63
8	RASAM JUG	5	20	20	15	60
9	CURD JUG	5	20	21	15	61

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10	CURRY TROLLEY		6	2	1	9
11	PLATE TROLLY	1	2	1	2	6
12	RICE CUTTER	1	5	2	2	10
13	TEASPOON	1	1	1	2	5
14	SPOON - PICKLE	1	3	2	2	8
15	CURRY LADLES (BIG)	2	4	4	4	14
16	CURRY LADLES (MED)	5	3	3	1	12
17	TONGS	1	3	2	2	8
18	ELECTRIC FLY TRAP	1	8	2	2	13
19	FUNNEL PLASTIC (SOAP OIL FILLING)		1			1

F&B SERVICE (SUPPLY)

1	KETTLE (SS)LARGE		6	10	1	17
2	KETTLE (SS)MEDIUM		4		2	6
3	KETTLE (SS)SMALL		3		2	5
4	KETTLE (ALUMINIUM)LARGE		11	21		32
5	KETTLE (ALUMINIUM)MEDIUM		18			18
6	FLASK (SS)LARGE		5	14	6	25
7	FLASK (SS)MEDIUM		5	6	3	14
8	FLASK (SS)SMALL			7	2	9
9	THOOKKU PATHRAM LARGE		4	2	2	8
10	THOOKKU PATHRAM SMALL		4	2	2	8
11	LADLES	1	3	2	2	8
12	RICE CUTTER	1	2	2	2	7
13	TIFFIN CARRIER		21			21

FOOD PRODUCTION DEPARTMENT

1	SS DINNING TABLE (INSIDE CAFATERIA)		20			20
2	SS TABLE (KITCHEN TABLE)		4			4
3	OFFICE TABLE (WOOD)		2			2
4	BUNCH		23	2		25
5	OFFICE TABLE (METAL)		5			5
6	CHAIR		5			5
7	BENCH		2			2
8	SUBAA MORTAR AND PESTLE SET (WOOD)		1			1
9	FUNNEL PLASTIC (COCNUT OIL FILLING)		1			1

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10	PLASTIC MUG		1			1
11	FUNNEL SS (COCONUT OIL REFILLING)		1			1
12	PAPAD ROASTER STRAINER		1			1
13	PAPAD BUCKET	2	6	2	2	12
14	SS TROLLEY (MISE-EN-PLACE/MASALA)		1			1
15	PREETHI MIXIE		1			1
16	HEAVY DUTY WEIGHING SCALE		2	1	1	4
17	TAWA		3			3
18	BURNER		10	1	1	12
19	STEEL RACK(VEGETABLE)			4		4
20	RICE STRAINER KUTTI (SMALL)		2			2
21	STEEL STRAINER		2			2
22	PLATFORM TROLLEY		3	2		5
23	WATER GLASS TRAY		3	1	1	5
24	CHAPPATHI CONTAINER	1	3	2	2	8
25	MILK CAN		10			10
26	STEEL BASIN (LARGE)		2			2
27	STEEL BASIN (MEDIUM)		3			3
28	STEEL BASIN (SMALL)		3			3
29	TEA STRAINER		1			1
30	STEEL BASIN (STEEL)		3			3
31	POTATO STEEL MASHER		1			1
32	CHATTAKAM (LARGE STEEL)		8			8
33	BUCKET (ALUMINUM)	1			4	5
34	STEEL CHATTAKAM		5			5
35	RICE CUTTER	1	1			2
36	STEEL BOWL		1			1
37	IDLY MAKER POT (ALUMINUM)WITH COVER		1			1
38	IDLY PLATES		12			12
39	IDLY PLATES PICKER		1			1
40	PICKLE POT		9			9
41	STEEL STRAINER (SMALL)WITH LONG HANDLE		2			2
42	SAUCE PAN		3			3
43	CHINESE KADAI		2			2
44	TRADITIONAL IRON KADAI		1			1

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45	POTATO PEELING MACHINE		1			1
46	VEGETABLE CUTTING MACHINE		3			3
47	COCONUT MILK SQUEEZER		1			1
48	SS COLANDER (SMALL)		2			2
49	STEEL TRAY- (LARGE FOR OIL TOP UP)		1			1
50	BUCKET (PLASTIC)		1	1		2
51	BUCKET (SS)		4	2	4	10
52	ALUMINUM COLANDER (EXTRA LARGE - STORE)		1			1
53	HEAVY DUTY STEEL STRAINER (LARGE)		1			1
54	RICE STRAINER(ALUMINUM)		9			9
55	RICE STRAINER(STEEL)		1			1
56	STEEL VESSEL(DRINKING WATER)		1	1	1	3
57	STEEL KUTTI (TEA MAKING)		1			1
58	STEEL KUTTI (CURD MAKING)		1			1
59	STEEL CHATTAKAM		5			5
60	URULI (SMALL)		2			2
61	LID ALUMINUM (LARGE)		5			5
62	LID ALUMINUM (MEDIUM)		20			20
63	LID ALUMINUM (SMALL)		24			24
64	LID SS (MEDIUM)		3			3
65	LID SS (SMALL)		1			1
66	URULI (COVERING LID)		4			4
67	STEEL VESSEL (DRINKING WATER)		1	1	1	3
68	WARP INDALIUM (LARGE)		4			4
69	WARP INDALIUM (MEDIUM)		1			1
70	WARP LID (LARGE)		3			3
71	WARP LID (MEDIUM)		1			1
72	VESSEL (BIG)		8			8
73	VESSEL (MEDIUM)		10			10
74	RICE CONTAINER(STEEL)		3			3
75	RICE CONTAINER(ALUMINIUM)		4			4
76	METAL VARPU		4			4
77	GAS CYLINDAR		10			10
78	COCONUT GRAITER		1			1
79	COCONUT GRAITER (TEETH)		6			6
80	TROLLY (CHAPPATI CONTAINER)		1			1

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81	TAWA COVER LID ALUMINIUM		3			3
82	WOOD TABLE		4			4
83	CURD MIX BLENDER		1			1
84	WOODEN STOOL		7			7
85	WOODEN VEGETABLE RACK		4			4
86	STEAM BOILER (STEEL) (125 LTR)		3			3
87	STEAM BOILER (STEEL) (175 LTR)		1			1
88	STEAM BOILER (STEEL) (300 LTR)		3			3
89	STEAM BOILER (STEEL) TEA POT (150 LTR)		2			2
90	STEAM BOILER (STEEL) - WATER BOILER (100 LTR)		2	1	1	4
91	IDLY PLATES SUPPORTER		2			2
92	BIOGAS HEAVY DUTY SINGLE BURNER		1			1
93	HEAVY DUTY STOVE (1NOS BURNER)		4	1	1	6
94	HEAVY DUTY STOVE (3 NOS BURNER)		3			3
95	HEAVY DUTY STOVE (4 NOS BURNER)		1			1
96	KITCHEN - DRAINAGE PIT METAL COVER		4			4
97	SINGLE STEP STAND (METAL)		2			2
98	SINGLE STEP STAND (WOOD)		2			2
99	STEEL KUTTI STRAINER - 10 LTR		2			2
100	RAT TRAP		2			2
101	GAS CYLINDAR TROLLY		2			2
102	HEAVY DUTY WALL FAN		5	3		8
103	HEAVY DUTY PEDESTAL FAN		1	1		2
104	STEEL STRAIGHT ROD PAPER HOLDER		2	1	1	4
105	VEGETABLE WOODEN RACK		3			3
106	2 TIRE WHEEL BARROW		2			2
107	GODREJ STEEL ALMIRAH		4			4

STORE ROOM						
1	SS TIN 5 LTR		4			4
2	COLANDER		1			1
3	TROLLY		1			1
4	WOOD ALAMARA		2			2

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5	SS WASH BASIN TABLE		1			1
6	SS STORAGE CONTAINER TABLE		1			1
7	WOOD RACK		2			2
8	STEEL RACK		1			1
9	LID		11			11
10	CHAIR		1			1
11	OFFICE TABLE		1			1
12	PLASTIC BASAN		1			1
13	STEEL JUG		3			3
14	COLANDER (EXTRA LARGE)		1			1
15	STEEL TRAY (OIL SUPPLY)		1			1
16	STEEL VESSAL (LARGE)		2			2
17	STEEL VESSAL (MEDIUM)		3			3
18	STEEL VESSAL (SMALL)		3			3
19	KRATE (PLASTIC)		8			8
20	KOTTA (PLASTIC)		3			3
21	SS BUCKET		2			2
22	BLANDER JAR		3			3
23	WOODEN STOOL		1			1
24	SS BOWL		1			1
25	PLASTIC BUCKET WITH LID (LARGE)		2			2
26	PLASTIC BUCKET WITH LID (MEDIUM)		3			3
27	PLASTIC BUCKET WITH LID (SMALL)		3			3
28	STEEL FUNNEL (COCONUT OIL FILLING)		1			1

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Annexure - 4

COMMON ITEMS TO BE SERVED AT FIXED RATES

(i) Night Tiffin / Breakfast (daily)

Category A				
Sl. No	Main Dish	Number and/or Std Quantity per item	Curry	Fixed Rate (incl. GST) (Rs.) (shall maintain fixed rates during the period of contract)
1	Plain Dosa	3 Nos. (50 gms each)	Sambar (75 gms) & Coconut Chutney (50 gms)	Rs.20.00
2	Puttu	120 gms	Payar (75 gms) OR Kadala (75 gms) OR Green Peas (75 gms) & Papad (one - 10 cm dia)	
3	Chappathi	3 Nos. (40 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)	
4	Idiappam	3 Nos. (50 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)	
5	Idli	3 Nos. (50 gms each)	Sambar (75 gms) & Coconut Chutney (50 gms)	
6	Appam	3 Nos. (50 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)	
7	Porotta	3 Nos. (60 gms each)	Green Peas (75 gms)OR Kadala (75 gms)OR Potato (75 gms)	
8	Poori	3 Nos. (50 gms each)	Channa (75 gms) OR Potato masala (75 gms)	
9	Ghee Roast	1 No. (100 gms)	Sambar (75 gms) & Coconut Chutney (50 gms)	
10	Upma	150 gms	Payar (75 gms) OR Kadala (75 gms) OR Green Peas (75 gms) & Papad (one - 10 cm dia)	

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(ii) Lunch/Dinner

Category C			Fixed Rate (incl. GST) (Rs.) (shall maintain fixed rates during the period of contract)
Sl.No	Main Dish	Quantity	Rs.40.00 (For Combined categories of C to F)
1	Kerala Rice	350 gms	
2	White rice	350 gms	
3	Chappathi/Roti/Phulka	2 Nos. (40 gms each)	
Category D			
Sl.No	Side Items	Number/Quantity	
1	Pappad	Two - 10 cm dia	
2	Rasam	170 ml	
3	Butter Milk		
4	Pickle (Mango/Lemon/Gooseberry/Vadukapuli Kovakka/Bitter gourd)/Tomato kichady /Curd salad/Vendakka or pavakka kichdi/Puliyinchi/Coconut Chammanthi)	10 gms	
Category E			
Sl.No	Dish	Quantity	
1	Sambar	160 ml	
2	Chena Kaya Kaalan		
3	Parippu curry		
4	Mango Mappas		
5	Tomato/Vendakka mappas		

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6	Pazham Kaalan		
7	Kovakka Pulinkari		
8	Elavan/vellari morukari		
9	Mango-Muringakkol-Parippu- curry		
10	Padavalam kudampuli curry		
Category F			
Sl.No	Dish	Quantity	
1	Aviyal	60 gms	
2	Peechinga/padavalam Koot		
3	Kodappan-Muthira thoran / Kodappan-Cherupayar thoran/ Cheerakkoot		
4	Koorkka-Kaya-Cherupayar erissery		
5	Mix Veg Masala /Rajma-Potato masala curry		
6	Chena-Kaya-koorkka mezhukkupuratti /Van payar mezhukkupuratti/Kadala Roast with tenga kothu		
7	Kadalakkoot		
8	Payar-kaya thoran with coconut		
9	Kaya-chena-achinga mezhukkupuratti		
10	Sprouted green gram thoran		
11	Cabbage - carrot -kadalapparippu thoran		

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(iii) Evening Snacks

Category J			
Sl.No	Item	Quantity	Fixed Rate (incl. GST) (Rs.) (shall maintain fixed rates during the period of contract)
1	Raw banana Baji	1 No. (60 gms)	Rs.10.00
2	Sughiyan	1 No. (60 gms)	
3	Bonda(Potato Stuffed)	1 No. (60 gms)	
4	Samosa	1 No. (60 gms)	
5	Pazhampori	1 No. (60 gms)	
6	Neyyappam	1 No. (60 gms)	
7	Undampori	1 No. (60 gms)	
8	Uzhunnu vada	1 No. (60 gms)	
9	Parippu vada	1 No. (60 gms)	
10	Pathiri	1 No. (60 gms)	

Category K			
Sl.No	Item	Quantity	Fixed Rate (incl. GST) (Rs.) (shall maintain fixed rates during the period of contract)
1	Kozhukkatta	1 No. (60 gms)	Rs.10.00
2	Ada	1 No. (100 gms)	
3	Bread Sandwich	1 No. (60 gms)	
4	Vatteppam	1 No. (60 gms)	

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(iv) Beverages

Category L			
Sl. No	Item	Quantity	Fixed Rate (incl. GST) (Rs.) (shall maintain fixed rate during the period of contract)
1	Tea (Kanan Devan/AVT/Brooke Bond)	150 ml	Rs. 5.00
2	Black Tea/Black Coffee	150 ml	Rs. 3.00

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Annexure-VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS:

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

01. GENERAL:

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

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

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

The Contractor shall execute within 15days 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

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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:

2.1 Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** through 'State Bank Collect' portal using the link given below.

However, if the Security Deposit amount exceeds Rs.10,000/-, Bank guarantee (preferably Electronic Bank Guarantee (E-BG)) issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. **In cases where the Bank guarantee amount exceeds Rs.10,00,000/- (Rupees Ten Lakh only), the Security Deposit shall be furnished mandatorily through Electronic Bank Guarantee (E-BG)** issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

Link for payment of SECURITY DEPOSIT through '**State Bank Collect**' is given below.

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

- The link is also available on of our website www.fact.co.in → Tenders → 'Click Here to Pay EMD/Security Deposit'.
- The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be uploaded along with the offer submitted online.
- Alternatively, SD remittance can also be made through the "[Payment Gateway for direct remittances](#)" available in our website.

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

2.3 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.

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2.4 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.

03. RATES:

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

04. PAYMENT:

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

05 QUANTITY:

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

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

The Contractor shall strictly observe the Security and Safety Regulations of FACT. Any loss or damage incurred by FACT, on account of the neglect or failure of the Contractor

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or the Contractor's employees, representatives including the crew of the vehicles/tankers to observe the security and safety regulations shall be to the Contractor's account.

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

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

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

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

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

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thereto.

09. STATUTORY OBLIGATIONS

a) 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

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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.

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.

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

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

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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 thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party 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:

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

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

Or

(II) For contracts other than (i) above:

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM:

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

17. FRAUD PREVENTION POLICY OF FACT:

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

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 – VII

UN-PRICED COPY OF P R I C E B I D

Ref: Enquiry No. MM/181/E34266 dated 30.09.2026

NOTE: Please do not indicate any rates in this format. Bidders shall Mark “Quoted” against blank cell provided against the item.

With reference to the above enquiry, we quote our lowest rate for transportation as follows:

Sl. No	Description	Qty [Q]	All inclusive Rate (Rs/Unit) (excluding GST) Indicate ‘QUOTED’ or ‘Not Quoted’ [R]	Total Quoted Amount (excluding GST) in Rs [Q] X [R]
1	<u>Outsourcing of Canteen in FACT UC</u> Canteen services in Udyogamandal covering all operational costs, including manpower, transportation & distribution, administration, Wages/Salaries, statutory dues, Overhead costs, Operation & Maintenance of Biogas Plant, etc. Preparation of food items in canteen, adhering to the specified menu and quantity, transportation and serving of food, including packed food and also in tiffin carriers as required by the Company, in various canteens/plants/other designated locations at the stipulated timings using bidder’s own labour and vehicles, in various Divisions of The Fertilisers and Chemicals Travancore Limited (FACT) in Udyogamandal as specified in the Tender document.	24 MON	Quoted/ Not Quoted	Quoted/ Not Quoted

GST shall be extra as applicable based on statutory notifications.

We have read and understood the Enquiry Notice, Instructions to Bidders and the

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Terms and Conditions of this enquiry and hereby confirm our acceptance to the same.

Name of the Bidder
(in block letters)

Signature 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

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT (TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH Rs.500/-)

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683501.

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

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

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

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

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

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or 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

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

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

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

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

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

Any notice by way of request, demand or otherwise here under 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.

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 ofTwo thousand and Twenty

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 ₹ 200/- Non Judicial stamp paper)

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

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

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

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

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

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

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

For and on behalf of the Company.

- 1.
- 2.

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ANNEXURE -XI

INTEGRITY PACT

INTEGRITY PACT

Between

The Fertilizers and Chemicals Travancore Limited (FACT), a company formed and registered under the Travancore Companies Act IX to 1114 (Companies Act, 2013) and having its registered office at Eloor, Udyogamandal-683501, Kochi, Ernakulam District, Kerala, hereinafter referred to as "The Principal".

And

..... hereinafter referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and or/Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1)The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1)The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance

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Officer.

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor

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12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman and Managing Director, FACT

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Contractor signing this "Integrity Pact" shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
(Office Seal)

For & On behalf of Bidder(s)/Contractor(s)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address).....

Witness 2:
(Name & Address).....

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