FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
UDYOGAMANDAL – 683 501, KOCHI, KERALA

Tender No : 08001/2019-2020/E21047

Name of work: HIRING OF TAXI FOR THE USE OF FEDO CONSTRUCTION SITE IN KERALA

TENDER ATTACHMENTS

Tender No: 08001/2019-2020/E21047

SL. NO.	DESCRIPTION	No. of Pages	Revision No. 0	1	2	3	4
1	Notice Inviting Tender	1					
2	Instruction to Bidders	7					
3	General Conditions of Contract	4					
4	Special conditions of Contract	4					
5	Schedule of Items of work	1					
6	Attachment II C Details Regarding Goods & Service Tax	1					
7	Compliance Statement	1					
8	Safety Practices.	2					
9	Vendor Registration format & Master Data required for Online Payments for New Vendor	2					
10	SCHEDULE-L	6					

REV. NO.	DATE	PREPARED	CHECKED	APPROVED
0	04.02.2020	JCD	ARP	VNS

FACT ENGINEERING AND DESIGN ORGANISATION

FEDO

FACT ENGINEERING AND DESIGN ORGANISATION - UDYOGAMANDAL – 683 501, KOCHI, KERALA
CIN:L24129KL1943GO1000371
CONSTRUCTION DEPARTMENT
Fax: 0484-2545215 Tel: 0484- 2568786, 2568867

NOTICE INVITING TENDER (E-TENDER)

Competitive, Single Stage Tenders containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited by the Deputy General Manager (Construction),FEDO, Udyogamandal from reliable and experienced contractors of sound financial standing. Tenders received will be opened online on the due date and time. Tender details are given below:

1.	Name of work	: HIRING OF TAXI FOR THE USE OF FEDO CONSTRUCTION SITE IN KERALA
2.		
3.	Tender No.	: 08001/2019-2020/E21047 dtd. 06.02.2020
4.	Nature of Contract	: Monthly Lumpsum rate contract
5.	Earnest Money Deposit	: ₹12,000/-
6.	Validity of Tender	: 60 Days
7.	Period of Contract	: 12 Months
8.	Fee for tender document	: NA/-
9.	Due date and time to Upload tender (Online)	: 20.02.2020 14:00:00 Hrs
10.	Date and time of opening Tender (online)	: 21.02.2020 after 14:30:00 Hrs

NOTES:

1. Tender documents will be available in the website www.eprocure.gov.in . Payment against document fee shall be through Demand Draft/Bankers Cheque drawn in favour of FEDO-FACT payable at Udyogamandal/NEFT/RTGS/Cash remittance in FEDO account as given in the Instructions to the bidders. Other mode of payment will not be accepted. Document fee will not be refunded under any circumstances.
2. The right to accept the lowest or any other tender rests with FEDO-FACT.
3. All the bidders shall be registered under the GST Act and shall furnish their Registration Number with their bids.
4. If the bidder is not required to be registered under GST Act, ie. un registered, then a declaration has to be given specifying that they are within the threshold limit of Rs.40 lakh annual turnover. Also declare that once the turnover exceeds the threshold limit, they will take registration.
5. The bidders shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
6. Bids not accompanied by full EMD will be rejected.
7. Offers submitted other than online shall not be accepted.
8. Contact details : Phone: 0484 2568786 / 2568867
   Email : hodconst@fedo.com / mconst1@fedo.com /dmconst@fedo.com

Date: 07.02.2020

DEPUTY GENERAL MANAGER (P&C)
FACT-FEDO

Construction Department – FACT(FEDO)
Instructions to Bidders (e-Tender) – Single Stage Single Bid System

TENDER NO. 08001/2019-2020/E21047 dtd. 06.02.2020

1. **SUBMISSION OF TENDER**

i. Bidders shall study carefully the complete tender documents viz. NIT, Schedule of Work, Price Bid format (BoQ), General & Special Conditions of Contract etc. The bidders are requested to visit the website regularly for corrigendum, addendums, time extensions etc if any.

ii. Offers against this NIT shall be submitted online in separate covers as instructed on E-Tendering portal **https://eprocure.gov.in**, with valid digital signature certificate. Tender documents and related Schedules uploaded shall be digitally signed and encrypted using the facility available at the site. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. **SHALL NOT** be accepted

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

iv. The details of the payments (for tender document fee & EMD) made through NEFT/ RTGS shall be uploaded along with the offer submitted online, mentioning the tender number and name of bidder while making the online payment. **In case of payment by DD/BG etc. the bidder shall make sure that the DD/BG in original reaches the office of Deputy General Manager (Projects & Construction), FACT Engineering and Design Organisation (FEDO), Udyogamandal Ernakulam District, Kerala , Pin-683 501 preferably before the due date and time of opening of the tender, enclosed in an envelope super scribed with the tender number, name of work and address of the vendor.**

v. Validity: Tenders shall be valid for the acceptance of FACT for a minimum period of **SIX MONTHS** from the date of opening of the tender **(Cover-1),** during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted.

vi. Bid shall be submitted online as per NIT

Bid shall contain the following documents Original/Copy/digitally signed / self-attested/attested by Gazetted officer and then scanned as the case maybe.

a. Notice Inviting Tender
b. Details of Tender Fee & EMD as applicable/ Claim for exemption with testimonials (upload scanned copy of instrument like DD/BC/BG in JPG format)
c. Scanned copies of supporting documents **self- attested.**
d. Terms and Conditions of Tender including GCC, SCC priced BOQ, drawings and other documents.
e. **Copies of GST Registration Certificate, PAN Card,** If the bidder is not required to be registered under GST Act, ie. unregistered, then a declaration has to be given specifying that they are within the threshold limit of Rs.40 lakh annual turnover. Also declare that once the turnover exceeds the threshold limit, they will take registration.

Note: All the above documents shall be submitted on line for **which sufficient file space (up to 6 files) will be provided. Hard Copies of the above documents may be submitted to Deputy General Manager (Construction), FACT Engineering and Design Organisation (FEDO), Udyogamandal Ernakulam District, Kerala , Pin-683 501 in a cover superscribed with tender number and name of**

work for record purposes so as to reach preferably before the due date & time of opening the Technical Bid.

BOQ shall confirm to the following:

a) BOQ attached to the e-tender shall be uploaded after filling all relevant information such as, name of the bidder, basic price and Goods Service taxes in relevant fields.

b) GST details shall be quoted separately in the column provided in BOQ

c) The Priced BOQ shall be uploaded strictly in the format (Excel) attached, failing which the offer is liable to be rejected. Renaming or changing the format of BOQ sheet will not be accepted by the System.

d) Bidders shall quote prices in the BOQ only. Prices indicated elsewhere shall not be considered.

Note: Bidder is requested not to send/submit any hard copy of price bid.

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

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

ix. Bidders are advised to complete all uploading formalities related to tenders well in advance. FACT shall not be responsible for non-submission/ uploading due to technical reasons, like non-availability of website in the closing minutes of the tender end date and time. **Care shall be taken to submit the hard copy of technical/financial documents except price bid as early preferably before the due date and time of tender**

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

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

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

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

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

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

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

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

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

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

xx. Any intimation to contractors will normally be sent by e-mail at their address given in their bid. FEDO will not be responsible for delay in delivery of mail or non-receipt of intimation due to any reason.

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

2. EARNEST MONEY DEPOSIT

i. EMD may be remitted through NEFT/ RTGS to the account as given below or shall be deposited in cash at the Finance department or shall be submitted in the form of Demand Draft from a Nationalized/ Scheduled Bank drawn in favour of FACT Ltd., payable at Udyogamandal/ Ambalamedu or shall be in the form of Bank Guarantee. (Form of BG-Schedule-L, attached). The details of the remittance of EMD such as UTR No./ DD No./ CR No. as applicable shall be uploaded along with the tender document. If payment of EMD is made by DD/ Cash payment at Finance dept./ Bank Guarantee, ORIGINAL document is to be submitted at the office of DGM (Construction) FEDO before the due date and time of opening of TECHNICAL BID. The document in original may be sent to the Office of DGM (Construction), FACT Engineering & Design Organisation(FEDO), Udyogamandal, 683 501, Ernakulam District, Kerala super scribing the tender number, name of the work and name of the bidder on the envelope containing the document.

ii. Account details for remittance of EMD through NEFT/ RTGS are as given below.

Account type	: Current Account
Account No.	: **33748011611**
IFS Code	: **SBIN0070158**
Name of Bank	: State Bank of India
Branch	: Udyogamandal
District	: Ernakulam
State	: Kerala

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

The Earnest Money Deposit accompanying the tender, if in the form of Bank Guarantee, shall be kept valid up to a period of **ONE MONTH beyond the validity of tender itself. (For minimum 3 Months)**. The successful Tenderer shall keep the EMD valid up to the date of entering into a formal contract with FACT and establishing the Performance Bond.

iii. Bids without EMD shall be rejected. EMD and document fee is exempted for Micro, Small and Medium Enterprises (MSME) having a valid certificate of registration/Udyog Aadhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided/uploaded along with the bid to avail exemption. EMD and document fee is exempted for government departments/PSUs/Khadi Board/registered labour contract cooperative societies also.

iv. No interest shall be paid on the EMD.

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

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

vii. On the successful tenderer remitting the Security Deposit, EMD of all unsuccessful bidders will be released. The EMD of the successful Bidder will be adjusted against Security Deposit or will be released, if the bidder wishes so, upon entering into an agreement and providing the Performance Bond.

3. VALIDITY

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

4. PRICING

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

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

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

5. EVALUATION OF QUOTATIONS

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

a. Agreement with terms and conditions and schedules of Tender document

b. Price
c. Delivery / Completion period
d. Experience with the same or similar works for the intended services
e. Bidder's resources (Finance, man-power, plants & equipments) under possession for satisfactory execution of WORK.

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

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

iv. Bids from bidders, against whom any criminal case, enquiry or investigation/ report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting Contractors of FACT, shall be disqualified and rejected.

v. FEDO 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 FEDO regarding the same shall be final and conclusive. The work may be split up if considered expedient.

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

vii. FEDO reserves the right to negotiate with the lowest bidder only as per CVC guidelines.

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

6. BID OPENING

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

7. CLARIFICATIONS

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

E- mail IDs : hodconst@fedo.com

8. AUTHORISED REPRESENTATIVE OF TENDERER

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

9. AWARD OF CONTRACT

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

10. ACCEPTANCE OF TENDER AND ISSUE OF LOI/ WORK ORDER

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

11. SECURITY DEPOSIT

The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to 10% of the monthly Lumpsum rate as per mode prescribed in the tender document/work (However if the amount exceeds Rs. 10,000/- Bank guarantee from a Nationalized/Scheduled Bank is also accepted as SD).

12. FRAUD PREVENTION POLICY

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

13. FACT GATE ENTRY PASS:

Entry pass to the contract workers will be issued by CISF. For entry pass, the contractor shall submit an application to CISF through work-executing department and HR department. The following documents shall be submitted along with the request.

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

14. CHANGE IN CONSTITUTION

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

15 WAGES TO CONTRACTOR WORKERS:

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

16 DISPUTES

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

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

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

17. NOTE

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

GENERAL CONDITIONS OF CONTRACT

TENDER NO. 08001/2019-2020/E21047 dtd. 06.02.2020

NAME OF WORK : HIRING OF TAXI FOR THE USE OF FEDO CONSTRUCTION SITE IN KERALA

1.0 SCOPE OF WORK:

The Vendor / Service Provider's scope shall include providing taxi service for FEDO.

2.0 THE CONTRACTOR TO INFORM HIMSELF:

The Contractor shall have a clear idea of the nature of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services, Statutory obligations such as remittances towards ESI, PF, Building and Other Construction Workers Welfare Cess etc. The Company will entertain no claim on the grounds of ignorance of the above conditions or change in above conditions at any stage. Additional information, if any, required may be collected from the Office of the DGM (Con.) or Engineer-in-Charge of the work before quoting, if required.

3.0 RATES:

3.1 The accepted rates shall be for all operations as per the Schedule of Items of Work and is inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits, incidental charges, profits etc. and for fulfilling all statutory obligations such as remittances towards ESI, PF, Building and Other Construction Workers Welfare Cess etc. It shall also include elements of accident and medical expenses of labour, if required.

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

4.0 ISSUE OF DEPARTMENTAL MATERIALS

No materials will be issued by OWNER for this work.

5.0 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

Quotations shall be accompanied by an Earnest Money Deposit of Rs.12000/-. EMD in the form of DD drawn in favour of FEDO-FACT from any scheduled/ nationalised banks payable at Ernakulam shall be attached with the tender. No interest shall paid to the EMD remitted by the tenderer. EMD of unsuccessful bidders will returned after acceptance of a tender is finally settled. Quotations not accompanied by EMD will be rejected.

5.1 Security Deposit for the work will be 10% of the lump-sum fee quoted for the month. The Security Deposit shall be remitted immediately on receipt of the Letter of Intent/ Work Order in the form of BG as per the attached format or as DD drawn in favour of FEDO-FACT from any scheduled banks payable at Ernakulam.

5.2 MAINTENANCE PERIOD AND REFUND OF SECURITY DEPOSIT

~~The contractor shall furnish a Bank Guarantee from any Nationalized/Scheduled Bank for a value equivalent to 10% of the work order value towards security for the faithful performance of the contract. This BG shall be as per our format and shall be valid till the entire contract period. Instead of BG, 10% of the work order value can be retained at our Finance Department as interest free, which will be retained by us for the entire contract period.~~ The Security Deposit will be released only on completion of the entire contract period, provided the Contractor has cleared all dues and rectified defects, if any.

6.0 TIME OF COMPLETION AND PENALTY FOR DELAY

6.1 The total period for completion of the work will be ONE YEAR from the date of Work-to-Proceed-Notice or from the date of issue of work order whichever is later.

6.2 If the works are delayed due to reasons attributable to FEDO / FACT or due to force majeure conditions, the contractor will be given suitable extension of time but, will not be eligible for any other claims or compensation.

6.3 If the work is delayed due to reasons attributable to the contractor, Penalty for delay will be recovered from the contractor at the rate of 0.5% (Half percent) of the Contract Value per week of delay, subject to a maximum of 7.5% of the Contract Value.

7.0 If in the opinion of the Engineer-in-Charge, the works are unduly delayed, FEDO / FACT will have the right to get such delayed items of work executed through any other agency of their choice at the risk and cost of the contractor.

8.0 PAYMENTS

Payments shall be made on a monthly basis as per the quoted monthly rate against submission of invoice, through NEFT in INR. 10% of the Bil value shall be retained at our Finance Department as interest free, towards retention/ security amount, for the entire contract period. This retention/ security amount will be released only on completion of the entire contract period, provided the Contractor has cleared all dues and rectified defects, if any.

9.0 EXTRA ITEMS

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

i) Based on allied items in the Contract.

ii) Based on actual if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges plus a margin of 10% to overheads and profit will be paid to the Contractor. For working out rates on the basis of actual the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Engineer-in-Charge as and when such expenditures occurred.

10. SAFETY AND SECURITY

The contractor shall strictly observe all safety precautions and security regulations of FACT and shall comply with the instructions of the Engineer-in-Charge or his deputies in this regard. (Please refer the Safety Code attached).

11. TERMS OF ENGAGING LABOUR

The contractor shall observe all statutory labour laws / regulations. Payment of daily wages, holiday wages, leave salary, bonus, retrenchment compensation, remittance of ESI, PF, Building and other Construction Worker's Welfare Cess (as per Act, 1996) etc. will be the responsibility of the Contractor. If any expense is incurred to FACT on the above accounts, the same shall be recovered from the contractor. The contractor shall maintain wage register, muster roll etc., required as per law.

11.1 "CONTRACTOR shall disburse wages to his workers only in the presence of duly authorised nominee of Owner (Principal Employer), who shall also certify the amounts paid as wages in such manner as may be prescribed as per Cl.21(2) of Contract Labour (Regulation & Abolition) Act 1970".

12. TECHNICAL SUPERVISOR

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

13. Materials, specifications of work, measurements and any other conditions not mentioned herein shall be as per relevant Indian Standards specifications, codes, regulations, laws etc., or as directed by the Engineer-in-Charge. Tests required if any, before taking over of the work by FEDO / FACT shall be done by the Contractor at his cost.

14. ~~Single phase electricity and water if required, for the work will be given free of cost. The Contractor shall make his own arrangements for taking connections from the nearest supply points available.~~

15. GOODS AND SERVICE TAX

Rates quoted/accepted shall exclude GST. Contractor shall produce a self-attested copy of GST registration Certificate.

16. DISPUTES

In case of any disputes regarding rates for extra items and other claims, it shall be referred to the General Manager (FEDO) and his decision shall be final and binding on both parties.

17. In case of emergencies, the Contractor shall arrange work beyond the normal working hours as per instructions from the Engineer-in-Charge and no extra payment will be considered for such work.

18. The Contractor shall take care to see that none of the existing structures, fittings, other Contractor's properties etc., is damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor.

19. The Contractor shall sign on all the pages of documents and the tender shall be submitted to the DEPUTY GENERAL MANAGER (PROJECTS & CONSTRUCTION), FEDO, UDYOGAMANDAL.

20. The Contractor shall produce copy of their PAN Card and Goods & Services Tax registration certificate in their offer.

21. FEDO / FACT reserves the right to accept or reject any offer in whole or part without assigning any reasons. Incomplete or late bids are liable to be rejected.

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

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

24. The Contractor shall enter his rate in both figures and words in his offer without fail.

DEPUTY GENERAL MANAGER
(PROJECTS & CONSTRUCTION),
FEDO, UDYOGAMANDAL

Signature of contractor :

Name :

Address :

ANNEX –I TO NIT NO.XXXXX/2020-2021/E XXXXX
SPECIAL CONDITIONS OF CONTRACT

Sub: Hiring of Taxi for the use of FEDO construction site in Kerala
Ref: Tender No. 08001/2019-2020/E21047 dtd. 06.02.2020

1. Offers shall be for making available a Vehicle **(Tata, Mahindra & Mahindra, Maruti Suzuki, Toyota, Ford, Nissan, Renault or any other recent makes greater than 1000cc) on a full time monthly basis**. All statutory requirements for the vehicles with regard to Road Tax, Insurance Cover, Pollution Control Certificate etc. should be met by the Contractor at his cost. Cars with Private registration should not be used for hire. The registration details (copy of RC book), copies of Insurance, Pollution Free Certificate, etc. of the vehicles offered for hire are to be submitted along with your Quotation. Tender without the above documents will be summarily rejected.

2. The vehicles provided shall not be more than **7 (Seven) years** old on the date of induction of the same in our service and should be in top condition with good seat upholstery, neat and tidy seat covers. The vehicle shall be maintained to the full satisfaction of the Resident Construction Manager (RCM)/Site-in-charge. The vehicle should possess ALL KERALA TOURIST PERMIT.

3. The vehicle will be engaged for the use of the staff of the Company for travel in connection with the site activities of FEDO engineers as instructed by RCM / Site-in-charge. The taxi has to run normally at FEDO Construction Site at Puthuvypeen, trips to FEDO and other offices. The vehicle will be normally stationed at BPCL-KR Site at Puthuvypeen. However, if required, the taxi shall also run to other sites/locations within Kerala, as instructed by RCM/Site-in-charge.

4. The contractor at his own cost should arrange all statutory requirements with regard to the vehicle and the driver. Observing of all statutory formalities and meeting of all expenses in this connection are the responsibilities of the contractor.

5. Cost of diesel, oils, fluids etc. for the vehicle and the driver's wages, overtime wages, batta etc. should be met by the Contractor.

6. For the vehicles taken on contract, the expenditure towards Toll charges, FASTAG, Parking fees, Permit, Entry pass, Insurance coverage for driver if required, etc. shall be borne by the Contractor.

7. The contractor at his own cost should arrange all the required repairs and maintenance jobs including routine servicing. Whenever the vehicle is taken for such works the contractor should make available an alternate vehicle for the use of the site office.

8. In case of vehicle break down, another vehicle should be made available by the Contractor immediately as required by the Resident Construction Manager / Site-in- charge or his representative, failing which FACT-FEDO will be within its right to make alternate arrangement at the **risk and cost** of the Contractor and the additional cost, if any, shall be recovered from the contractor.

9. Rates shall be quoted in the prescribed format (enclosed as Schedule with the quotation document) as **lump-sum** amount for the initial 2000 kms for each month. The extra rate of ₹**12/-** per kilometer for every additional KM over and above the initial 2000 kms, will be paid extra during the particular month.

10. Bids will be evaluated based on rates with upper limit of utilization as 2000 KMs. Rate shall be quoted only for any of the vehicles mentioned in the notice.

11. The offer shall be valid for a period of 60 days from the quotation opening date.

12. The contract shall be awarded to the successful bidder for a period of **TWELVE** (**12**) months. The rates quoted by the bidder shall remain firm without any escalation on any account till the expiry of this contract period. The rate quoted shall be inclusive of all taxes. Levies, etc. Applicable GST will be paid extra.

13. On award of the contract, the successful bidder (who will be called the contractor thereafter) will be asked to report with the vehicle immediately as per the instruction of Resident Construction Manager / site-in-charge.

14. The vehicle and driver should be available for duty on all days including Sundays and other holidays round the clock (24 hours) as per the requirement of RCM/Site-in- charge.

15. A daily log book showing the opening and closing KM readings indicated in the speedometer of the vehicle, trip wise distances covered with signature of the Officer using the car etc. should be maintained in the vehicle and shall be produced whenever called for.

16. Contractor's / driver's contact address / telephone numbers etc. shall be furnished to the Resident Construction Manager /Site-in-charge on award of the contract.

17. The **Security Deposit for the work will be 10% of the lump-sum fee quoted for the month.** The Security Deposit shall be remitted immediately on receipt of work order in the form DD or e-payment in the Finance department of FACT at Udyogamandal for the satisfactory performance of this contract. In the case of the successful bidder, the EMD of Rs.1000/- (Rupees one Thousand only) would be adjusted against this Security

Deposit. The EMD of the unsuccessful bidders shall be refunded only after the acceptance of the offer made to the successful bidder and the remittance of the Security Deposit. No interest shall be payable for this Security deposit and shall be refundable to the contractor at the end of the contract period in case of satisfactory performance of the contract and shall be subject to forfeiture by FEDO in case the contractor fails to fulfill his obligations under this contract.

18. Payment against this contract will be made on monthly basis after deducting taxes as per Government rules. For this the contractor should present his bill in triplicate along with a copy of the relevant pages of the Log Book to the Resident Construction Manager / Site-in-charge or his authorized representative for his certification and onward transmission to Finance Department of FACT for releasing payment. If the usage of taxi is less than 2000 kms in any month, the contractor is eligible for claiming Lumpsum rate for 2000Kms.

19. Payment shall be through RTGS/NEFT only. For effecting payment bidder shall submit his/her bank details as per the format attached. Also a cancelled cheque shall be attached.

20. TDS as applicable will be effected.

21. The controlling officer for all matters concerned with this contract shall be the Resident Construction Manager / site-in-charge or his authorized representative.

22. The bidder shall sign on all pages of this document and submit along with EMD & copy of RC book.

23. The Contractor shall produce copy of their PAN Card in their offer.

24. The bidder should quote the applicable GST, clearly indicating the rate and the amount GST included in the bid and the classification of the respective service (as per GST) under which the GST is payable. In case the applicability of GST is not quoted explicitly in the offer by the Bidder, no extra GST will be paid. FACT will not entertain any future claim in respect of Service Tax against such offers.

25. For violation of the contract terms by not making available the required vehicle the following conditions will apply.

a) The additional expenses that are incurred by FACT for making alternate arrangement will be borne by the Contractor and will be deducted from the amount due to be paid to the Contractor.

b) The statement of FEDO-FACT about the expenses will be final and legally binding.

26 Resolution of disputes: Except where otherwise provided in the contract, all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, if any, shall be referred to the General Manager/FEDO and his decision shall be binding on both the parties.

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

28. Contract may be terminated by FEDO-FACT at any time with one week notice during the tenure of the contract if the services rendered by the contractor are found to be unsatisfactory and the Contractor will not be entitled to any claim of any nature whatsoever on account of such termination.

29. Contract may be terminated by FEDO-FACT at any time with one month notice for any unforeseen reason arises during tenure of the contract and the contractor will not be entitled to any claim of any nature whatsoever on account of such termination.

30. If any information given by the contractor is found to be false, FACT reserves the right to terminate the contract without any notice or assigning any reason thereof.

31. The contractor shall adhere to Fraud Prevention Policy of FACT and shall not indulge or allow anybody else working in his organization to indulge in fraudulent activities and shall immediately appraise FACT of fraud/suspected fraud as soon as it comes to notice.

32. FACT reserves the right to reject any or all the Quotations without assigning any reason thereof. The decision of FACT in the matter will be final.

33. FACT will in no way indemnify against any eventualities arising out of accidents and punishments by legal/statutory authorities due to negligence on the part of the contractor/agency/ driver, as the case may be.

34. For any further clarification in this regard please contact DEPUTY GENERAL MANAGER (CONSTRUCTION).

DEPUTY GENERAL MANAGER (CONSTRUCTION)

PRICE NOT TO BE FILLED HERE

CONSTRUCTION DEPARTMENT	SCHEDULE OF ITEM OF WORKS (UNPRICED BOQ)	8140-25-PS-001-EST
		PAGE 1 OF 1 R0

NAME OF WORK :	HIRING OF TAXI FOR THE USE OF FEDO CONSTRUCTION SITE IN KERALA	CUSTOMER : FEDO	VENDOR :
		P.O. No. :	DATE :

SL. No.	Mat. Code	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE(Rs.)		AMOUNT(Rs.)
					Fig.	Words	(6)=(4)x(5)
(1)		(2)	(3)	(4)	(5)		(6)
1	IOCL-TAXI-001	TAXI SEVICE FOR THE USE OF FEDO CONSTRUCTION SITE IN KERALA for 2000 KM PER MONTH(MONTHLY LUMP SUM RATE)	LS	12	QUOTED/ NOT QUOTED		#VALUE!
						TOTAL	#VALUE!

Total(In Words)

GST extra @ applicable rates

0		11.10.19	First issue	SK	JTG	KK	FACT ENGINEERING AND DESIGN ORGANISATION FEDO
Rev.No		Date	Description	PRPD	CHKD	APPRD	

DETAILS REGARDING GOODS & SERVICE TAX

1. Whether Goods & Service Tax is applicable for this work – Yes / No

2. If Yes, **bidder is requested to quote the Goods & Service Tax extra as applicable**.

3. If No, a declaration regarding the non-applicability of GST to be given. The same shall be liable for verification service is outside the preview of Service Tax is attached – Yes / No

4. Whether Goods &Service tax Registration No. with copy of certificates furnished Yes / No

Note:

1. Strike off whichever is not applicable

2. If Goods & Service Tax is extra on quoted amount, the % of GST Considered shall be furnished in Price bid

25FT003D/03

PROCUREMENT SPECIFICATION	COMPLIANCE STATEMENT	E21047- 25 - TS - 001 CS	
		PAGE 1 OF 1	R

TPS No. E21047 - 25 - TS - 001

We state that our Quotation No…….. is in full compliance with the documents issued against the Enquiry No. …….. except for the deviations listed below.

LIST OF DEVIATIONS

S. No.	Description	Reasons for Deviation

Name of Vendor:

Date: Name & Designation Seal & Signature

FACT ENGINEERING AND DESIGN ORGANISATION FEDO

00FT014/94

1. The Contractor shall observe all statutory and legal requirement by Central and State Governments applying to the work as well as local regulations applying to the site issued by Owner or any Authority.

2. Particular attention is drawn to the following

   a) In case of accident, Owner's Safety Engineer/Engineer-in-charge shall be informed in writing within 24 hours of the accident. The Contractor shall strictly follow regulations laid by Factory Inspector and Government authorities in this regard.

   b) Fencing all Contractor's plant, platforms, excavations etc.

   c) Compliance with all Electricity regulations.

   d) Compliance with statutory requirements for inspection and test of all lifting appliances And auxiliary lifting gear.

3. Staircases, doors or gangways must not be obstructed in any way that will interfere with means of access or escape.

4. The Contractor shall notify Owner of his intention to bring on site any equipment or container holding liquid or gaseous fuel or other substances which might create a hazard. The OWNER will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.

5. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of the OWNER. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the Contractor shall be responsible for obtaining the same.

6. The Contractor shall be responsible for the safe storage and use of any radiographic sources or those of his Sub-contractor.

7. 'Work Permit' in the prescribed proforma shall be obtained from OWNER's Safety Engineer/Engineer-in-charge before carrying out any work within the project premises in the following situations:

   a) Any work involving open flames and sparks such as welding, gas cutting, soldering, grinding etc.
   b) Sand blasting
   c) Entry in to hazardous and potentially hazardous areas

8. Good house keeping must be practiced by Contractor's personnel at all times within the project area.

9. For the safe execution of certain works, personal protective safety devices as stipulated by Safety codes/Safety Engineer shall be provided and maintained by the Contractor.

10. Any unsafe work practice /working conditions during execution of work shall be corrected immediately on bringing the same to the attention of Contractor by OWNER'S Safety Engineer.

11. Contractor shall strictly adhere to safe traffic practices within project area with respect to speed limit, parking of vehicles etc.

12. Electrical Safety Regulations

12.1 In no circumstances the Contractor will interfere with fuses and electrical equipments belonging to the OWNER or other Contractors.

12.2 Before the Contractor connects any electrical appliances to any plug or sockets belonging to the OWNER or other Contractors he will,

a) Satisfy OWNER/Engineer-in-charge that the appliance is in good condition.

b) Inform the OWNER/Engineer-in-charge of the maximum current rating, voltage and Phase of the appliance.

c) Obtain permission from OWNER/Engineer-in-charge for taking power connection From the specified point.

12.3 Permission for power connection will not be granted until OWNER/Engineer-in-charge is satisfied that the appliance is in good working condition and proper earthing connection is provided.

12.4 No electric cable in use by the OWNER/other Contractor will be disturbed with out prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or attached to it.

12.5 No work must be carried out on any live equipment. The equipment must be made safe and a 'WORK PERMIT' issued by engineer-in-charge before any work is carried out.

12.6 Contractor shall employ a full time electrician to maintain the temporary electrical installation of the Contractor.

12.7 Contractor shall follow Safety procedure issued by OWNER at the time of commencement of work and updated from time to time.

13. Contractor shall have arrangements to transport his workmen for medical attention in the event of an accident at work site

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

VENDOR DATA FORM

Sl. No.	**Description**		**To be filled in by Vendor**
	Company Profile		
1	Name of Vendor		
2	Name and address of Chief Executive		
3	Address:	a: Regd. Office	
		b: Factory	
4	PIN Code		
5	Telephone Nos		
6	Tele Tax Nos		
7	E mail ID		
8	Contact Person		
9	Details of Local Office/ Representatives/ Liaison Agents		
10	PAN No		
11	GST Registration No.		
12	Bank Details (Payment will be made through RTGS. Please Upload the Format verified by Bank along with a cancelled Cheque)		

(New Vendors please upload this format duly filled along with Cover.1 Technical Bid of the offer)

Master Data required for Online Payments
(RTGS / NEFT / Fund Transfer)

To

The Deputy General Manager (Finance)
The Fertilizers and Chemicals Travancore LTD
Udyogamandal
Kerala
(Attach a cancelled Cheque leaf also)

1	Vendor Code, Name	
2	Income Tax PAN No	
3	Name of the Bank	
4	Address of bank branch	
5	City & State	
6	IFS Code of the bank branch	
7	Name of the bank branch	
8	Bank Account No.	
9	Account Holder's Name	
10	Email address	

For Name

Signature & Seal

Verification by the Bank

We hereby certify that all the above particulars relating to Bank Account are verified and found to be correct as per the records of the bank.

Signature and Seal of the Authorized signatory of the bank

(New Vendors please upload this format duly filled along with Cover.1 Technical Bid of the offer)

PROFORMA BANK GUARANTEE FOR EMD

TENDER/CONTRACT NO. …….

(Rs. 200/- Stamp Paper)

FACT ENGINEERING AND DESIGN ORGANISATION,
A Division of The Fertilisers And Chemicals, Travancore Limited,
Udyogamandal - 683 501
Kochi, India

THIS DEED made ..... …….day of..... ……201…..

By……..Bank (Name & Address of the branch of the bank) a Bank incorporated in…… and having its Registered Office at…….. (hereinafter called "The Bank" which expression shall include its successors and assigns)

WHEREAS…….(name of Contractor, Place, Registered Office, if any) (hereinafter called the TENDERER) are submitting tender for the work of …… ……..for the…… ……

against the invitation to Tender No …… Dated……of FACT Engineering and Design Organisation, hereinafter called the CONSULTANT subject to the terms and conditions therein.

AND WHEREAS the said Invitation to Tender provides that Tenderer shall along with the Tender furnished an Earnest Money Deposit of Indian Rupees……. (Rupees …… only) in the form therein mentioned and the form of payment of Earnest Money Deposit includes guarantee by any Nationalised / Scheduled or Foreign Sank registered in India, undertaking full responsibilities to indemnify and pay The Fertilisers and Chemicals Travancore Limited, Udyogamandal, Kochi, India in case of default by the Tenderer. And the said Tenderer has approached us and at their request and in consideration of the promises we, the said Bank have agreed to give such guarantee as hereinafter mentioned.

1. We, the BANK do hereby unconditionally undertake to pay the CONSULTANT merely on demand and without demur all monies to the Extent of Rs.....(Rupees .....only). on commission of any breach by the said TENDERER of any of the terms and conditions of the said tender or by reason of the TENDERER'S failure to perform said tender. The BANK hereby agrees that the decision and demand of the CONSULTANT on the aforesaid matter and or as to the amount payable by the BANK shall be final, conclusive and binding on the BANK without further proof.

2. We, further undertake to pay to the CONSULTANT any money so demanded notwithstanding any dispute or disputes raised by the TENDERER in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. This guarantee is not revocable by notice during its currency but will continue with full force until all the obligations of the TENDERER under the terms of the Tender have been met and the CONSULTANT discharges the guarantee accordingly. This guarantee shall not be affected by any change in the constitution of the BANK or CONSULTANT or TENDERER nor shall this guarantee be affected by any change in the constitution of the CONSULTANT /TENDERER by absorption with any other body or corporation and this guarantee will be available to or enforceable by such body or corporation.

5. The CONSULTANT may without affecting BANK'S liabilities and obligations hereunder grant time or other indulgence to or compound with the TENDERER or enter into any agreement or composition or agree to forbear or forbear to enforce any of the terms and conditions of the said tender against the TENDERER or agree to vary any of the terms and conditions of the said tender.

6. Notwithstanding anything contained in the foregoing our liability under this guarantee is limited to a maximum of Rs.....Rupees .....only). Our guarantee shall remain in force until .....unless a claim or demand under this guarantee is made

on us within six months after the expiry of the above date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

7. We .....: .....Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONSULTANT in writing. Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the BANK addressed as afore said and if sent by in registered 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 registered post it shall be sufficient to prove that the envelope containing the notice was sent by registered post and certificate signed by an officer of the CONSULTANT that the envelope was so posted shall be conclusive.

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

We have the power to issue this guarantee in your favour and the undersigned has full power to do so.

Full address of the Bank issuing this Guarantee:

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

Date:

(Bank Seal)

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE BOND

(Bank Guarantee in lieu of Security Deposit shall be obtained from a Nationalised/Scheduled or Foreign Bank Registered in India, on Rs.100/- Stamp Paper in the following proforma).

The Fertilisers And Chemicals Travancore Ltd.,
……Division

WHEREAS The FACT Engineering And Design Organisation, a Division of Fertilisers And Chemicals Travancore Ltd., 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…… …… and whereas it is one of the conditions of the said Work Order that the Contractor shall either remit a Sum of Rs…….. (Rupees ……only) or furnish a Bank Guarantee for Rs……. (Rupees …… only) as Security Deposit for the due fulfillment of the said Work Order 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 upto a maximum of Rs…… (Rupees ……only) being the amount of the Security Deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Work Order.

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

We undertake to pay to the Company any money so demanded notwithstanding any 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 valid discharge of our liability for payment there under 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 at the dues of the Company under or by Virtue of the said Contract have been full 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 and of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Contract or Securities available to the Company and the said bank shall not be released from its liability under these presence 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 or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor 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 registered post to the BANK addressed as aforesaid any if sent by registered 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 registered post, it shall be sufficient to prove that the envelope containing the notice was sent by registered post and the certificates 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 this company is situated and no other court shall have jurisdiction in the matter.

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

Dated this…… day of …… Two thousand……

For (Name of Bank)

Authorized Official

Name

Place Designation

Full address of the Bank issuing this guarantee :

(SEAL OF BANK)