

FACT CORPORATE MATERIALS.	<b>Collection &amp; Dumping of Domestic waste in FACT Udyogamandal Township for a period of Two years</b>	<b>TENDER.NO.MM/180/E26977</b> Dtd.09.03.2023
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD**  
(A Government of India Enterprise)

**NOTICE INVITING e-TENDERS**

e-Tenders (two cover system) are invited for undertaking the work Collection & Dumping of Domestic waste in FACT Udyogamandal Township for a period of **Two years** from the date stipulated in work to proceed notice through <https://www.eprocure.gov.in> portal. The details of works are described in the Scope of Work attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Special Terms and Conditions (Annexure-VI) applicable for the proposed contract.

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

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

**1.0 General Information**

Enquiry No.	MM/180/E26977 dtd.09.03.2023
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	24.03.2023 / 03.00 P.M.
Date & Time for opening of Part A of the Bid.	27.03.2023 / 10.30 A.M.
Name of Work/Description	<b>Collection &amp; Dumping of Domestic waste in FACT Udyogamandal Township</b>
EMD	<b>Rs. 75000/- by NEFT / RTGS</b>
Security Deposit	3% of the total contract value
Period of contract	<b>Two years from the date stipulated in work to proceed notice.</b>
Contacts	1) e-Tender Helpline: Mr.AjinoAnandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mr.Paul P Thomas, Tel: +91 484 256 8629, e-mail: paulpt@factltd.com 3) Mr.Noble Ulahannan, Tel: +91 484 256 8260, 2545196 e-mail: noble@factltd.com

**2.0 TENDER DOCUMENTS (e-TENDER)**

Visit our website [www.fact.co.in](http://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 (open e-procurement)'.

**3.0 Evaluation of bids:**

Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.

Bidders shall quote rates for the items of work, against Schedule of work in the Price Bid Format (Annexure-IX). Bids not complying with the above will not be considered. Evaluation of price bids (BoQ) and determination of the lowest bidder (L1) shall be worked out by multiplying the rate per unit of item quoted by the bidder with the respective quantity given as per schedule of work given in the price bid (BoQ) format.

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In case more than one bidder become L1, based on the evaluation method as above contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.

#### GENERAL

- 4.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 4.2 EMD as per clause 7 of Instructions to bidders (Annexure-I)
- 4.3 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.
- 4.4 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.
- 4.5 The Un-priced bid (Annexure-VIII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable.
- 4.6 Bidders shall quote prices in the BOQ only and not elsewhere. The rate shall be firm throughout the contract period, Rates shall be quoted in the same unit of measure given in the BoQ and shall be considered accordingly. No other documents shall be enclosed with Price Bid (BOQ).
- 4.7 Any further information on familiarisation/ nature of work, if required by the bidders, can be had from the Assistant Manager (Estate) [Phone No.2555605,256 7298,7598] FACT UD, Udyogamandal.
- 4.8 For any clarification on this enquiry please contact SM (Materials)-T&S/c, [Phone- 0484- 256 8260 / 8629, 2545196], Corporate Materials, Transportation & Services, FACT PD Administration Building, FACT Ltd., Udyogamandal PIN-683 501.

*For The Fertilisers And Chemicals, Travancore Limited*

**SENIOR MANAGER (MATERIALS)-TS-c**



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List of Enclosures of this NIT is as follows:

Sl.No.	Document	TITLE	No. of Pages
1	Annexure I	<i>Instructions to Bidders (e-Tender)</i>	7
2	Annexure II	<i>Schedule for Garbage Collection &amp; Dumping</i>	4
3	Annexure III	<i>Pre-Qualification Criteria for bidders</i>	2
4	Annexure IV	<i>Vendor Data Updation (Declaration) Form</i>	4
5	Annexure V	<i>Compliance Statement</i>	1
6	Annexure VI	<i>Special Terms and Conditions of Contract</i>	4
7	Annexure VII	<i>Standard Terms and Conditions</i>	4
8	Annexure VIII	<i>Un-priced copy of Price bid format</i>	1
9	Annexure IX	<i>Price bid format (BoQ)</i>	1
10	Annexure X	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
11	Annexure XI	<i>Proforma of Agreement</i>	1

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**Annexure-I**

**Instructions to Bidders (OPEN e-Procurement)**

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :  
The Sr. Manager(Materials)T&S-c, Corporate Materials,  
PD Administrative Building, FACT Ltd., Udyogamandal PO,  
Kochi – 683 501, Kerala

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

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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

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

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



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

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

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

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.

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**6.0 BID OPENING:**

- 6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.



**7.0 EARNEST MONEY DEPOSIT:**

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.
- 7.3 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

**8.0 PURCHASE PREFERENCE:**

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

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

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

**This tender is non-divisible.**

**9.0 DEVIATIONS:**

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

**10.0 CONFORMITY:**

Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidder must certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

**11.0 Rates:**

- 11.1 Bidder shall quote his lowest rate for the work strictly as per the BoQ (Price Bid format) . Bids not complying with the above are liable to be rejected.



The Un-priced bid shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED" in the columns. Rates shall not be indicated in Un-priced Bid.

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable, will be payable extra by FACT as per statutory notification.

- 11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.

**12.0 SECURITY DEPOSIT:**

- 12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

**13.0 PURCHASER'S RIGHT:**

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

**14.0 CONTRACTOR TO EXECUTE AGREEMENT:**

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



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

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

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

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The supplier/contractor shall do the following:

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

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

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

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

**16.0 GENERAL:**

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



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

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

16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Sr.Manager(Materials)T&S-c, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568273/2545196; Email:noble@factltd.com.

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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 Sr. Manager [Materials]T&S-c.



**17.0 TENDER UPDATES:**

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

**18.0 FRAUD PREVENTION POLICY:**

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT's Website [www.fact.co.in](http://www.fact.co.in).

**SR. MANAGER (MATERIALS)T&S-C**

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**ANNEXURE II**



**SCHEDULE FOR GARBAGE COLLECTION & DUMPING**

Schedule for collection, transportation & dumping of domestic solid waste, horticulture waste, thrown out plantains, plastic waste etc. in FACT-UC township- **SECTOR WISE**

SECTOR	QUARTER NO & AREA
<b>CLUB SECTOR &amp; POLICE STATION SECTOR</b>	
➤ <b>Monday</b>	<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• S-6 to S-12, S-15 to S-19</li> <li>• S-21 to S-34, SA-19, SA-23,</li> <li>• A-2 to A-4, A-7 to A-18, A-20 to A-39,</li> <li>• AB-1</li> <li>• B-1 to B-18, B-22 to B-47</li> <li>• B1-1 to B1-18</li> <li>• FACT Market</li> <li>• MKK Nair Hall, FACT House, UDL House</li> <li>• R-1, JDC 1 to 3, No :I&amp;II Dormitories(JDC)</li> <li>• B-19,B-20,B-21</li> <li>• Marketing HO</li> <li>• South Kerala Regional Office</li> </ul>
<b>FILTER BED &amp; QFLAT SECTOR</b>	
	<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• X-36, X-38,X-39(a&amp;b), X-48, X-49,X-52,X-53,X-54,X-66, X-67, X-73,X-74</li> <li>• QF-7 to 156</li> <li>• Old JNM AF-1 to 4</li> </ul>

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➤ <b>Tuesday</b>		<ul style="list-style-type: none"> <li>• Old Ladies Hostel</li> <li>• C-3 to C-76, D-153 to D-180</li> <li>• OD-1 to 112</li> <li>• S-13, S-14</li> <li>• CF-1 to 60,BF-1 to 42, EDF-1 to 48, XF-1 to 36</li> <li>• B1-25 to B-70, QF-1 to 6</li> <li>• PF-1 to 132, PFN 1 to 24</li> </ul>
<b>CLUB SECTOR &amp; POLICE STATION SECTOR</b>		
➤ <b>Wednesday</b>		<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• S-6 to S-12, S-15 to S-19</li> <li>• S-21 to S-34, SA-19, SA-23,</li> <li>• A-2 to A-4, A-7 to A-18, A-20 to A-39,</li> <li>• AB-1</li> <li>• B-1 to B-18, B-22 to B-47</li> <li>• B1-1 to B1-18</li> <li>• FACT Market</li> <li>• MKK Nair Hall , FACT House , UDL House</li> <li>• R-1, JDC 1 to 3, No :I&amp;II Dormitories(JDC)</li> <li>• B-19,B-20,B-21</li> <li>• Marketing HO</li> <li>• South Kerala Regional Office</li> </ul>
<b>FILTER BED &amp; QFLAT SECTOR</b>		
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FACT CORPORATE MATERIALS.	<b>Collection &amp; Dumping of Domestic waste in FACT Udyogamandal Township for a period of Two years</b>	<b>TENDER.NO.MM/180/E26977</b> Dtd.09.03.2023
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➤ <b>Thursday</b>	<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• X-36, X-38,X-39(a&amp;b), X-48, X-49,X-52,X-53,X-54,X-66, X-67, X-73,X-74</li> <li>• QF-7 to 156</li> <li>• Old JNM AF-1 to 4</li> <li>• Old Ladies Hostel</li> <li>• C-3 to C-76, D-153 to D-180</li> <li>• OD-1 to 112</li> <li>• S-13, S-14</li> <li>• CF-1 to 60,BF-1 to 42, EDF-1 to 48, XF-1 to 36</li> <li>• B1-25 to B-70, QF-1 to 6</li> <li>• PF-1 to 132, PFN 1 to 24</li> </ul>
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<b>CLUB SECTOR &amp; POLICE STATION SECTOR</b>
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➤ <b>Friday</b>	<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• S-6 to S-12, S-15 to S-19</li> <li>• S-21 to S-34, SA-19, SA-23,</li> <li>• A-2 to A-4, A-7 to A-18, A-20 to A-39,</li> <li>• AB-1</li> <li>• B-1 to B-18, B-22 to B-47</li> <li>• B1-1 to B1-18</li> <li>• FACT Market</li> <li>• MKK Nair Hall , FACT House , UDL House</li> <li>• R-1, JDC 1 to 3, No :I&amp;II Dormitories(JDC)</li> </ul>
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FACT CORPORATE MATERIALS.	Collection & Dumping of Domestic waste in FACT Udyogamandal Township for a period of Two years	TENDER.NO.MM/180/E26977 Dtd.09.03.2023
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	<ul style="list-style-type: none"> <li>• B-19,B-20,B-21</li> <li>• Marketing HO</li> <li>• South Kerala Regional Office</li> <li>• Plastic &amp; other Non De-compostable waste collection</li> </ul>
<b>FILTER BED &amp; QFLAT SECTOR</b>	
➤ <b>Saturday</b>	<ul style="list-style-type: none"> <li>• S-1,S-2,S-3,S-9,S-20,S-24, Corporate Office</li> <li>• X-36, X-38,X-39(a&amp;b), X-48, X-49,X-52,X-53,X-54,X-66, X-67, X-73,X-74</li> <li>• QF-7 to 156</li> <li>• Old JNM AF-1 to 4</li> <li>• Old Ladies Hostel</li> <li>• C-3 to C-76, D-153 to D-180</li> <li>• OD-1 to 112</li> <li>• S-13, S-14</li> <li>• CF-1 to 60,BF-1 to 42, EDF-1 to 48, XF-1 to 36</li> <li>• B1-25 to B-70, QF-1 to 6</li> <li>• PF-1 to 132, PFN 1 to 24</li> <li>• Plastic &amp; other Non De-compostable waste collection</li> </ul>

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**ANNEXURE - III**

**PRE-QUALIFICATION CRITERIA FOR BIDDERS**

1. The tenderer should have successfully completed at least one similar work contract of value not less than Rs.22.85lakhs during the past 7 years, ending on enquiry date.

**OR**

The tenderer should have successfully completed two similar works contracts of value not less than Rs.14.28 lakhs each, during the past 7 years, ending on enquiry date

**OR**

The tenderer should have successfully completed three similar works contracts of value not less than Rs.11.42 lakhs each, during the past 7 years, ending on enquiry date

'Similar work' means the work of collection, transportation & dumping of domestic solid waste/ horticultural waste/garbage removal/ sanitary waste/unskilled labor work like cleaning and housekeeping work/loading and unloading waste and other garbage materials.

Tenderers should have experience in carrying out the 'similar works' from Government/Quasi-Government/Public Sector Undertakings/Private Limited Companies/Public limited companies.



2. The tenderer should be owning tempo/mini-lorry/truck having not less than 3MT capacity, registered in his/her name. The model of the tempo/mini-lorry/truck shall not be older than 2015 Registration.

**OR**

The tenderer should have a tempo/mini-lorry/truck having not less than 3MT capacity under hiring Agreement valid for a period of minimum 2 years from the date of the enquiry of this tender. The model of the tempo/mini-lorry/truck shall not be older than 2015 Registration.

3. Solvency certificate (Original or copy duly attested by a Notary) of INR 1.25 Lakh issued by a Nationalized / scheduled bank addressed to the name of FACT LTD for this tender shall be submitted along with the offer, to prove the financial capability to carry out the work tendered. The solvency Certificate issued shall be dated after three months prior to the date of enquiry.

Bidders shall submit scanned copies of Work Order(s)/purchase order(s) and Completion certificate(s) etc. in proof of the above. On demand, the originals shall be produced for verification. FACT will have the right to independently verify the veracity of the documents. In case of Work Orders pertaining to FACT, only W.O. Nos. and corresponding billed amounts need to be mentioned



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Note for micro & small enterprises and startups: Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups without any relaxation

**Note:** The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form/documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders/documents submitted by them, directly with the clients or any other agency in this regard.

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**ANNEXURE-IV**

**VENDOR DATA UPDATION FORM**



(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give the full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification.



Sl. No	Description	To be filled in by Vendor
1	Name of the bidder	
2	Address and designation of the Bidder	
3	Telephone Nos. (with Country/STD codes)	
4	Tele fax Nos.	
5	E-Mail id	
6	Constitution of the firm: (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company
7.	Year of Establishment	
8.	Name, Address , Telephone Nos. of Proprietor/Partner/Directors	
a.	Name	
b.	Address	
c.	Phone No.	Office: Residence:
d.	Mobile No.	
e.	Fax No.	
f.	Email id.	
9	Name and Address of the authorised signatory	
10.	<b>CATEGORY:</b>	
a	Whether the entrepreneur comes under the given status (please tick and attach document) * In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers on CPP Portal and copy of this registration / declaration shall be attached with the	Micro/Small/Medium

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	offer; failing which such bidders may not be able to enjoy benefits as per PP Policy for MSME order, 2012.			
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category			
<b>Copies of the following documents (Sl.No.11 to 17) shall be attached along with Part A bid.</b>				
11	Document showing Provident Fund code No.			
12	PAN CARD No.			
13.	GST Registration Certificate			
14.	Copy of Balance Sheet and Profit & Loss A/c for preceding 3 years.			
15	Authorisation Letter/Document certifying the name and signature of authorised signatory			
16.	Copy of certificate for having registration with ESI			
17.	Power of attorney in favour of Authorised signatory			
18	Mobilization Period			
19	Name of the Bank and the Branches with which bidder has dealing 1) Details of credit limits/facilities enjoyed			
	Sl.No.	Name of the Bank	Type of credit(ie CC/C, O/D etc.	Amount of credit limit sanctioned
	a.			
	b.			
	c.			
20. Please furnish the following details along with your Banker's Authorisation letter:				
1	Income Tax PAN No.			
2	GST Registration No.			
3	Name of the Bank with address			
4	Name of the Branch with address			
5	MICR Code			
6	IFSC Code			
7	Account Type			
8	Bank Account No.			
9	Account holder's Name			
10	Vendor email address			
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<b>21</b>	Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt. Organisation/any other client		Yes/No	
<b>22</b>	Whether your contract was terminated before expiry of contract period or security deposit/EMD forfeited by FACT or any other Public Sector/Govt./Quasi Govt. Organisation/any other client		Yes/No	
<b>23</b>	Whether Proprietor/Partner/Director(as applicable) has been prosecuted by any judicial court for any criminal		Yes/No	
<b>25</b>	Declaration on Proprietor/Partners/Directors			
	Full Name of the Proprietor/Partner/Director		Name of the other firm(s) of which bidder is a proprietor/partner/Director	
<b>a</b>				
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b>				
	I/We hereby solemnly declare that the Proprietor/Partner/Director of this firm/company mentioned at Sl.No.(s) above is/are common/not common(Strike off whichever is not applicable/with any other firm/company who has applied for against same advertisement. In case of common Proprietor/Partner/Director in other firm, who has applied against same advertisement, pl mention the name of the firm/firms.			
<b>26</b>	Details of EMD			
	Name of Bank/issuing Branch	UTR No./Challan/ Receipt No.	Date	Amount(Rs.)
<b>27</b>	Details of vehicles offered:			
	I) Type of vehicle :			
	II) Model(Year) & Make :			
	III) Registration Number :			
	IV) Seating Capacity :			
	V) Tax Paid up to :			
	VI) One Time cess Paid or not :			
	VII) C.F valid up to :			
	VIII) Road Permit issued by RTA or not :			
	IX) Road permit valid upto :			
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- X) Insurance valid up to :  
XI) Emission test certificate validity :  
XII) Model(year) of vehicle:

**28.0** Details of the drivers to be employed by contractor

Names of drivers, License no. and validity

- 1.
- 2.
- 3.

**29.0** Copy of the following documents to be enclosed.



1. R C book
2. Tax token
3. Cess paid token
4. Insurance
5. Road permit
6. Certificate of Fitness
7. Emission test certificate
8. Licence of Driver.
9. PAN card of contractor
10. Lease Agreement in Rs 200/- worth Stamp Paper from the owner of the vehicles as specified in special conditions of tender in case bidder is not the owner.

**DECLARATION**

I/We certify that all information furnished by me/us against this enquiry are true and correct to the best of my/our knowledge and belief. In the event of any information given by me/us is found to be untrue/incorrect, I /We have no objection in FACT disqualifying me/us against this enquiry and banning me/us from participating in future enquiries as well.

Authorised Signatory,

Date: \_\_\_\_\_ Name : \_\_\_\_\_  
Place: \_\_\_\_\_ Designation : \_\_\_\_\_  
Signature : \_\_\_\_\_  
(Seal

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ANNEXURE -V

COMPLIANCE STATEMENT



We state that our offer against Enquiry No. MM/180/E26977 dated. 09.03.2023 is in full compliance with the documents issued against the Enquiry No: MM/180/E26977 dated. 09.03.2023 without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Schedule of operation and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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**ANNEXURE- VI**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**



**Name of the work:** Collection, Transportation & Dumping of Domestic Solid Waste, horticultural Waste, thrown out waste, plastic waste etc. in FACT-Udyogamandal Township.

- 1.01.0 The Contractor should ensure that Township Roads and places mentioned in the Schedule shall be neat and clean.
- 1.02.0 The Contractor shall carefully study the requirements spelt out in the Special Terms & Conditions of contract, Pre-qualification criteria, Work Schedule and all other tender documents for 'collection, transportation & dumping of domestic solid waste, horticultural waste & plastic waste in FACT Udyogamandal Township and submit the offer in full without any ambiguities. The works, terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the contractors in his offer. Non-compliance with any of the instruction may result in rejection of the offer without reference or assigning any reasons.

**2.0 Scope of work:** Scope of work under this contract consists of collection, segregation, transportation & dumping of domestic solid waste, horticultural wastes, thrown out waste, plastic waste etc from any place/sector in UC Township as per the schedule of work. **Work shall begin only after issue of work-to-proceed notice.**

2.1 Providing one truck having seating capacity 1+2, with one open carrier platform having minimum carrier dimensions 9.5 ft. (L) x 6.2 ft. (W) x 1.5 ft. (H) and load carrying capacity to be not less than 3000Kg on daily hire basis from 8.00AM to 4.00PM (six days in a week) for the loading, transportation and unloading of garbage / salvage from FACT Udyogamandal Township as per Schedule for a period of 2 years (624 service days) complete with driver, fuel, oil and all vehicle documents such as registration (RC), insurance, tax, pollution certificate, permits etc. **Vehicle with trailer/trolley is not acceptable.** The model of the truck shall not be older than 2015 registration. Please submit Annexure-VI along with Part-1 bid.



- 3.0 Submission of offers: The following should be submitted along with your offers.
- 3.1 Part-A comprises of (i) Pre-qualification of tenderers, (ii) all commercial terms and conditions ( including special terms & conditions, all ANNEXURES, (iii) information about the bidder and the vehicle. (iv) Compliance statement (v) un-priced bid (vi) EMD or Exemption certificate
- 3.2 Part -2- BOQ(price bid)
- 4.0 The tenderer shall provide copy of GST registration and PAN Card along with the offer.

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- 5.0 The period of contract shall be two years from the date stipulated in the work to proceed notice. The working days will be 6 days in a week. Approximate working days in two year period are calculated to be 624 days excluding Sundays and holidays. The number of working days can be changed at the sole discretion of the FACT Management.
- 6.0 Sufficient number of workers shall be engaged for doing the work.
- 7.0 The contractor has to clear the entire Garbage, all kitchen and domestic waste items, thrown out plantains and horticultural waste, plastic waste, waste thrown out by pedestrians etc and transport it to the dumping place for disposal as per instruction from Estate Department.
- 8.0 Garbage means all food waste items, any type of kitchen/household waste items, plastic and other non-decomposable wastes kept in the bins provided by Estate department, thrown out plantains and horticultural waste, waste thrown out by pedestrians, plastic waste etc put inside the Garbage bins as well as within a radius of 3 meters from the bins, chutes etc and on the road side and other areas in FACT Udyogamandal township.
- 9.0 Garbage and thrown out plantains, horticultural waste etc in the areas mentioned in the schedule of work are to be cleared during the period of 6 days in a week. The garbage should be transported to the dumping ground and the work should be carried out without causing any disturbance to others. During the transportation of garbage, contractor should ensure that garbage shall not fall on the road for which the contractor should have taken necessary precautions in this regard. While transporting the garbage to the dumping area, the garbage should be covered with tarpaulin.
- 10.0 The contractor shall provide vehicle having capacity of 3MT with Driver from 8.00AM till 4.00PM or completion of work as per schedule on 6 working days in a week. The contractor is required to comply with all the statutory requirements on the vehicle as well as the Driver. FACT shall not be responsible for the same.
- 11.0 The contractor shall make his own arrangements for labour, materials, tools, equipments, cleaning materials etc. for the execution of the work.
- 12.0 The contractor shall engage sufficient labourers for the work including for waste etc dumped in the bins/chutes heaped here and there as the case maybe and unload the same at the dumping ground. The contractor shall keep the areas free of garbage, thrown out waste, plastic waste etc as per schedule.
- 13.0 A log sheet issued by the company shall be maintained by the contractor wherein the daily work done by him shall be entered. As a proof of collection, transportation & dumping of domestic solid waste/ horticultural wastes, he shall obtain the signature of at least 4 or 5 residents in every row of quarters in the log sheet. The contractor shall also get signatures from corporate office, FACT House, Udyogamandal House, JNM A-Flats & Qutr Nos.S-1,S-2, S-3, FACT Market and MKK NM Hall. The log sheet shall be produced by the contractor daily for verification by the Estate Maistry of the Estate Dept.

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14.0 The contractor shall keep a Muster Roll of the laborers employed by him at site, noting their daily attendance and wages. The signature or thumb impression of the employee shall be obtained in respect of payment of wages on rolls. The work shall be started at 8.00 and shall end at 4.00 pm. The contractor/his authorized representative shall call on Estate Department every day of work and arrange the work according to the directions from the Estate Department.

15.0 The number of working days in a week will be 6 (six) and the days on which garbage are to be cleared shall be fixed by the Asst. Manager (Estate) HO. A copy of the attendance and wage register shall be produced to the Finance Department within three days after each disbursement in the form supplied by the Company. The workers should be paid wages not below the wages specified by the State under the Minimum Wages Act. There shall be a sufficient no workers engaged per day.

16.0 The contractor shall employ only ESI & PF registered employees and the contributions/payments for the above shall be arranged as per the statutory rules.

17.0 The contractor has to execute an agreement for complying the terms and conditions of this contract and shall bear all expenses thereto.

18.0 The Company will not be responsible for payment of any compensation for any hold up of works due to strike or any such *force majeure* situation beyond the control of the Company.



19.0 The bills in the prescribed form shall be prepared by the contractor and presented on a monthly basis along with details of date-wise work done during the month. The bills duly certified by the Asst. Manager, Estate shall be sent to Finance for effecting payment. It will be certified on the basis of actual days of work executed as per the Schedule of work. The quantity mentioned in BOQ /Schedule is approximate only and it may vary based on the actual requirement. The payment shall be made only for the actual quantity of work carried out.

20.0 The payment will not be made for the days not worked. Rates shall be firm without any escalation on any account, during the contract period.

**21.0 Deduction for non-collection, transportation & dumping of domestic solid waste, horticultural waste, plastic waste etc:**

Full deduction from the contract amount shall be made for any disruption of work or for partial collection, transportation & dumping of domestic solid waste, horticultural waste, thrown out waste, plastic waste etc from any place/sector as per the schedule of work. For any partial removal/disruption in the clearing of garbage in the area as per schedule, full amount payable on that day will be deducted.

22.0 In addition to the above deductions, we will be making good the losses we are to incur, by deducting the additional amount incurred by us, for getting the work (incomplete/leftover works) done through some other agency/workers.

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23.0 We are 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. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases/dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractors shall ensure that all waste material/debris from the work site will be removed to the area earmarked for the purpose, immediately after completion of the work.

24.0 Bidders shall comply with Fraud Prevention Policy of FACT-2012 (FPPF-2012). The said policy is available at FACT website, www.fact.co.in.

25.0 For any damage caused to the property of the Company while executing the work by the contractor, the contractor shall be liable to compensate the same.

26.0 FACT reserve the right to terminate the contract at any day during the validity period of the contract without assigning any reason and the decision of FACT shall be final.

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



**28.0 Security Deposit:**

Within 15 days of the receipt of the order, the contractor shall remit security deposit of an amount calculated as 3% of the Work order value towards security for due and faithful performance of the contractor. **The Security Deposit** shall be remitted to the Company account as detailed below through RTGS / NEFT or furnish a Demand Draft / Bankers cheque for the amount in favour of FACT Ltd, payable at Udyogamandal or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT. **The security deposit shall be released on satisfactory completion of the work** provided the contractor has cleared all dues and rectified defects, if any.

**29.0 AGREEMENT:**

For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.

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

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**ANNEXURE VII**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

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  - 02. SECURITY DEPOSIT:
  - 03. RATES:
  - 04. PAYMENT:
  - 05. QUANTITY:
  - 06. CONTINUITY OF WORK:
  - 07. RESPONSIBILITY FOR MATERIAL:
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  - 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 and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.



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

**02. SECURITY DEPOSIT :**

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

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

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

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**03. RATES:**

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

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

**04. PAYMENT:**

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

**05 QUANTITY:**

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

**06. CONTINUITY OF WORK :**

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

**07. RESPONSIBILITY FOR MATERIAL:**

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

**08. SECURITY & SAFETY REGULATIONS :**



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

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

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

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Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993.

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

**09. STATUTORY OBLIGATIONS**

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

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

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

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

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

**10. CONTRACTOR'S WORKMEN**

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

**11. DEFAULT:**

In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.



**12. TERMINATION :**

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

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

**13. FORCE MAJEURE:**

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for

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more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

**14. ASSIGNMENT :**

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

**15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:**

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

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

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

**16. ENVIRONMENT MANAGEMENT SYSTEM :**

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



**17. FRAUD PREVENTION POLICY OF FACT:**

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website [www.fact.co.in](http://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 VIII**

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

Sub: **Collection & Dumping of Domestic waste in FACT Udyogamandal Township** as per the  
Tender No. **MM/180/E26977 dated. 09.03.2023**

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

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

Sl. No	Item Description	Quantity	Unit	(All inclusive Rate per day excluding GST) <b>Indicate "Quoted"</b>
<b>1</b>	Providing one Truck (Tempo) having seating capacity 1+ 2, with open carrier platform having minimum carrier dimensions of 9.5 ft (L) x 6.2 ft. (W) x 1.5 ft. (H) and load carrying capacity to be not less than 3000 Kg for the loading, transporting and unloading of Garbage / Salvage from FACT Udyogamandal Township as per schedule complete with driver, fuel, oil and all vehicle documents such as registration, insurance, tax, pollution certificate, permits etc. Vehicle with Trailer/Trolley is not permitted.	<b>624</b>	<b>MDY</b>	
<b>2</b>	Collection & dumping of domestic solid waste/ horticultural waste/ plastic waste from entire FACT Udyogamandal township as per Schedule.	<b>578</b>	<b>MDY</b>	

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



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

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

Place: .....

Date: .....

(Stamp)



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**ANNEXURE -IX**

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

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**ANNEXURE -X**

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

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

Whereas FACT , Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. .... dated ..... with M/S.....(hereinafter called the Contractor) for the work of .....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 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 confirms that the Company is not required to state the reasons or show grounds for such demand. Any such demand made by the Company shall be binding and conclusive as regards the amount due and payable by the Bank under this Guarantee.

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

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

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

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

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

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

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

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

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

Any notice by way of request, demand or otherwise hereunder may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State.


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

Dated this..... day of ..... Two thousand and twenty two.

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

Place:

Full address of the Branch issuing this guarantee:

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