

CORPORATE MATERIALS	ENGAGING SERVICES OF 2 DOCTORS AND 4 MALE NURSES FOR FACT FOR A PERIOD OF TWO YEARS.	ENQUIRY NO: MM/181/30261 DTD 16.10.2024
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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD


(A Government of India Enterprise)

NOTICE INVITING TENDER

ENQUIRY NO: MM/181/30261 DTD 16.10.2024

1.0 Sealed Competitive Bids, Open-Tender (two part) super scribing the Enquiry No. and due date are invited from Multi Speciality Hospitals in/around Ernakulam for providing the services of two (2) doctors and four (4) male nurses for FACT for a period of two years. The envelope shall be addressed to, The Officer (Administration), Central Bid Registration Cell (CBRC), FACT PD Administrative Building, Udyogamandal - PIN 683501, Kerala. **The bids shall reach the CBRC, PD Administrative Office, Udyogamandal on or before the due date & time on 06.11.2024 at 2:00 PM.** Tenders received will be opened in the presence of tenderers or their authorized representatives on the date and time mentioned below at PD admin building. The tender details are as given below.

Tender No	MM/181/30261 DTD 16.10.2024
Name of Work	Engaging the services of two (2) doctors and four (4) male nurses on contract for Occupational Health Centres (OHC) at Udyogamandal Complex, Cochin Division and Willingdon Island of FACT for a period of two years as per details furnished in the tender document enclosed with this enquiry.
Earnest Money Deposit	Rs 1,00,000/- and shall be submitted as detailed in clause 5.0 of Instruction to Bidders.
Security Deposit	5% of the total contract value
Period of Contract	Two Years (extendable for an additional one-year subject to satisfactory performance and mutual consent, under the same rates, terms and conditions) from the date of commencement of work as stipulated in the work order.
Due date & time for Submission of bids	06.11.2024, 14:00:00 Hrs
Date & Time for opening of Part A of the Bid.	06.11.2024, 14:30:00 Hrs
Contact for tender details	1) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Deepak V S, Tel: +91 484 256 8345 e-mail: deepakvs@factltd.com

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2.0 TENDER DOCUMENTS

Visit our website www.fact.co.in for tender documents.


BID System: Bids shall be submitted on a Two-Part basis, as detailed in the instructions to bidders attached with the tender documents (clause 3.0 of ITB).

3.0 EVALUATION OF BIDS:

- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 Bidder shall quote for both items of work in the Price Bid Format (Annexure VIII). Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all items of work quoted by the bidder in the Price Bid Format. The combined total value as above shall be computed based on the rates quoted by the Bidder against each item and the corresponding quantities indicated. The work order issued shall contain both items of work.
- 3.3 If there is a tie in the L1 position, based on the evaluation as above, such **L1 bidders alone shall be given an opportunity** to submit **revised lower price bids**, if any, in sealed cover on or before the due date and time specified. However, **while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid.**

4.0 GENERAL

- 4.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 4.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified.
- 4.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 4.4 For any clarification on this enquiry please contact Sr. Manager (Materials) T&S, [Phone No 0484-2568345] or Asst. Manager(Materials)-T&S [Ph: 0484-2568273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

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4.5 For information on nature of work please contact Dy. Medical Superintendent [Phone No.0484-2567563/2568625].

For The Fertilisers and Chemicals Travancore Limited

SR MANAGER (MATERIALS)-T&S

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (Open e-Tender)	9
2	Annexure II	Pre-Qualification Criteria	1
3	Annexure III	Vendor Data Form	3
4	Annexure IV	Special Terms & Conditions of Contract	4
5	Annexure V	Standard Terms & Conditions of Contract	7
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Unpriced copy of Price bid format	1
8	Annexure VIII	Price Breakup Format	Separate Excel sheet
9	Annexure IX	Proforma of Bank Guarantee	2
10	Annexure X	Proforma of Agreement	1

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ANNEXURE – I

INSTRUCTIONS TO BIDDERS

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders, 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 bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data 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 SUBMISSION OF BIDS

- 3.1 Bids shall be submitted in two parts as specified in the Enquiry.
- 3.2 Bids shall be neatly typewritten or printed in English language, without any over writings.


3.3 TWO PART BIDDING

Bids shall be submitted in two parts as follows:

3.3.1 PART-A: PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID.

A sealed cover, supercribed “PART A - PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID” with Enquiry No., Due Date and name and address of the bidder, which shall contain the following, as applicable, **but WITHOUT ANY MENTION OF THE PRICES:**

- i. 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.
- ii. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
- iii. Techno-Commercial Offer.
- iv. Scanned copy of Signed & duly filled Vendor Data Declaration Form

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- v. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
- vi. Scanned copy of Signed & duly filled 'Compliance Statement'
- vii. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.
- viii. Scanned copy of Integrity Pact (only if specified in the NIT)

3.3.2 Part-B: PRICE BID

A sealed cover supercribed "PART B – PRICE BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain Price Bid. Unit prices shall be quoted for all items (In Indian rupees only), except for items where lump-sum rates are specifically sought. The Basic price shall be exclusive of GST and GST shall be mentioned separately. In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers. The price bid shall be submitted strictly in the format, if any, attached with the enquiry, failing which the offer is liable to be rejected.

3.3.3 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.

3.3.4 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 shall be rejected and they will be disqualified from bidding for any contract with FACT for a period of Three years from the date of notification.

3.3.5 The prices shall be quoted only in Part B


3.4 Part A and Part B in separate envelopes with the appropriate markings as above shall be enclosed in a single sealed envelope super scribed with Enquiry No., Due Date and name and address of the bidder.

3.5 The sealed envelope containing the bid shall be addressed to: **The Administrative Officer, PD Administrative Building, FACT Ltd., Udyogamandal P.O., Kochi, PIN 683501, Kerala, India. Phone: 0484 256 8330, 256 8630**

3.6 The Tender/bid document(s) as above shall reach the office of the CENTRAL BID REGISTRATION CELL, PD Administration Building, FACT Ltd, Udyogamandal, not later than the due date and time specified in the Tender Notice. Alternatively, the Tender/bid document(s) shall be deposited in person in to the BOX kept in the office of the CENTRAL BID REGISTRATION CELL, FACT PD Administration Building, Udyogamandal before the due date and time.

3.7 Timely submission of offers along with all the relevant documents is the responsibility of the bidders. **The bids received at the above address after due date and time are liable to be rejected.**

3.8 FACT shall not be responsible for rejection or loss of bids in case they are posted to any other address other than the above or the bids are not posted /submitted

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in sealed envelope(s) super scribing Tender No and due date or handed over to any person instead of depositing in the BOX.

5.0 BID OPENING:

4.1 The bids of all bidders (only Part-A in the case of two part bidding) who submit their Bid by the due date and time shall be opened at the office of the Central Bid Registration Cell (CBRC), PD Administrative Building on the specified bid opening date & time in the presence of the bidders who have submitted the bids against the enquiry or their authorised representatives present.

4.2 In the case of Two Part bidding, Part-B - Price Bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. Price bid opening date & time shall be intimated to the qualified bidders.

6.0 EARNEST MONEY DEPOSIT:

6.1 EMD, if specified in the Enquiry / NIT, shall be remitted through the “State Bank Collect” portal using the link given below:


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

- i. The link is also available on our website, www.fact.co.in, under the Tenders tab as 'EMD/Security Deposit Payment.'
- ii. The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through “State Bank Collect” and the payment receipt generated thereon shall be submitted along with Part-A bid.
- iii. EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.

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

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.
 Account Type : Cash Credit
 Account No : 57017844467
 IFS CODE : SBIN0070158
 Name of Bank: State Bank of India
 Branch : Udyogamandal
 District : Ernakulam
 State : Kerala.

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.

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- 5.2 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 submitting 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.
- 5.3 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 any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages
- 5.4 EMD of the unsuccessful bidders shall be refunded immediately after the contract is finalized.

7.0 PURCHASE PREFERENCE:

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


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

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

This tender is non-divisible.

8.0 DEVIATIONS:

- 7.1 Deviations in the tender clauses shall not be accepted.
7.2 FACT reserves the right to reject the offers with deviations without further

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correspondence.

7.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.

9.0 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.

10.0 VALIDITY: The bid shall be valid for a period of three months or for any higher period as prescribed in the tender notice / documents from the date of opening of bids during which period tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted and in such cases, the tender / bid submitted is liable to be rejected and they will be disqualified from bidding for any contract with FACT for a period of Three years from the date of notification.

11.0 Late quotations are likely to be rejected. It will be kept unopened or may be returned to the bidder at the sole discretion of FACT.

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

13.0 Any exception/deviations 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.


14.0 Tender submitted must be in the ORIGINAL form issued with Tender documents. The instructions to bidders, Tender documents and related Schedules attached shall be signed and resubmitted along with a statement of any deviation that the Tenderer may propose. But Tenderer shall not submit any other documents by way of his standard conditions of Tender. Tenders submitted in a manner, different from the above is likely to be rejected.

15.0 Timely delivery of tenders at FACT shall be the responsibility of tenderers and FACT shall not be obliged to receive/accept for consideration such tenders received after the prescribed closing date and time.

16.0 No pages of the tender document issued by FACT shall be removed or altered and the whole set of Tender Document as issued must be submitted duly filled in and signed by the Tenderer. Failure to comply with this requirement may result in summary rejection of the tender. The Tenderer shall sign all pages of the Tender.

17.0 SECURITY DEPOSIT:

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

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the link given below. However, if the amount exceeds Rs. 10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

17.2 Link for payment of SECURITY DEPOSIT through ‘State Bank Collect’ is given below.

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

The link is also available on our website www.fact.co.in →Tenders →‘Click Here to Pay EMD/Security Deposit’

The bidder/vendor shall precisely indicate their Name, Tender number, Work Order Number and other relevant details while making the online payment through ‘State Bank Collect’ and the payment receipt generated thereon shall be submitted to us.

17.3 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.

18.0 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.

19.0 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.

20.0 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.

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2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted

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

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

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

The supplier/contractor shall do the following:


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

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

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

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.

- 21. 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.
- 22.** 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 in writing.
- 23.** The Tenderer shall 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

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on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.

- 24.** FACT shall proceed with evaluation of the Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Tenderers are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk.
- 25.** The tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FACT, and FACT shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.
- 26.** CORRECTIONS: All corrections and alterations in the entries of tender papers shall be signed in fully by the tenderer with date. No erasers or overwriting are permissible. Prices shall be quoted both in figures and words. If any of the discrepancies are found, following procedure shall be followed:
- a) When there is a difference between the values of rate quoted in figures and words the value which corresponds to the amounts worked out by the tenderer shall be taken as correct.
 - b) When the values of rate quoted by the tenderer in figures and words tally, but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate as prescribed above the rate in words shall be deemed correct.
 - d) For cases not covered under any of the above, the lowest value of the rate or amount quoted as fiscally beneficial to FACT for the work shall be taken.
 - e) If the bidder/tenderer is unwilling to accept the above procedure at the time of evaluation, his offer is liable not to be considered further.


27.0 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

28.0 GENERAL:

28.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid. 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.

28.2 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

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check with portal before submitting their bids.

28.3 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.

28.4 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.

28.5 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.

28.6 All clarification and correspondence related to this enquiry shall be made only in English to the Sr. Manager(Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568345; Email:deepakvs@factltd.com.

28.7 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.

28.8 Work order shall be issued by Sr. Manager(Materials)-T&S.


29.0 TENDER UPDATES:

Bidders are requested to visit FACT website www.fact.co.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.

30.0 FRAUD PREVENTION POLICY:

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

Sr. MANAGER (MATERIALS)-T&S

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ANNEXURE – II

PRE QUALIFICATION CRITERIA:

Pre-qualification Criteria to be met by the Bidders:

- 1.0 The Bidder must be a Multi-Specialty Hospital with a minimum of 75 beds, located in or around Ernakulam within a radius of 50 km from the Head Office of FACT, Udyogamandal.

The bidder should submit undertaking from the authorized signatory in proof of the above.

- 2.0 Bidder shall have minimum 5 years of experience in the field of health care services and its operations as of 31.03.2024.

The bidder shall submit Certificate of Incorporation and affidavit in proof of the above.


- 3.0 Bidder should have an average annual financial turnover of minimum Rs. 1.5 Crores during the last three (3) financial years as per their audited accounts, as on bid submission date.

The bidder shall submit copies of audited Profit & Loss Account and Balance Sheet for the last three financial years as on bid submission date.

Bids not complying with 1.0 to 3.0 above are liable to be rejected

Note for Micro & Small Enterprises and Start-ups: Prequalification criteria specified above shall also be applicable for Micro and Small Enterprises and Start-ups 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 - III

Vendor Data Form

[Use additional sheets, if space is insufficient]

1. Name of the Bidder:

2. Address

Phone No.

3. Name, address and designation of the Key
person with whom company may correspond:

Name:

Address:

Designation:

Mobile No:

4. Addresses/phone Nos of :

i) Registered office/ : Phone No.
Head Office

ii) Branches - 1.
(list out each branch with phone nos - 2.
(use additional sheets if required) 3.

iii) Address of Cochin Office :

Phone No.

Name of Contact person:


Mobile No:

5. Name of the person authorised to :
sign the Bid and related documents

6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)

7. Constitution of the Bidder : Proprietorship/Regd.Partnership/
(Strike out which is not applicable) Limited Company

(Copy of the Partnership Deed or Memorandum of Association or Articles of Association as the case may be, together with power of Attorney, if any, granted in anybody's favour to act as the authorized signatory or otherwise, to be submitted

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to FACT).

8. Category:

a. Whether the entrepreneur comes under the following status (please tick)

Micro/Small/Medium

(NOTE: In case of Micro/Small pl. enclose Udyam certificate; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012)

b. In case bidder is an Entrepreneur whether he/she belongs to SC/ST category

9. Turn- over for the last three : 2020-21 2021-22 2022-23
Financial years (in Lakhs)

10. Details of Profit & Loss Account:


(Please enclose copies for the preceding three financial years (duly audited))

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss (Rs.)
1	2020-21		
2	2021-22		
3	2022-23		

11. Details of Balance Sheet of the bidder/firm for preceding three years, if applicable:

S.No.	Year (as on)	Total Capital (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2020-21				
2	2021-22				
3	2022-23				

(Please enclose copies of Balance Sheets, duly audited, for the preceding three financial years).

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12. In case the bidder becomes a successful contractor, payment as per terms and conditions of work order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's authorisation letter,

1	Income Tax PAN No. (submit copy of PAN Card)	
2	GST reg No (submit the copy of GST registration certificate)	
3	Name of the Bank	
4	Address of the Bank Branch	
5	City and State	
6	IFSC Code of the Bank Branch	
7	Name of the Bank Branch	
8	Bank Account No.	
9	Account holders' Name	
10	Vendor email address	

13. Whether paid EMD /Exempted:

Details of EMD:

For payment through '**State Bank Collect**' Portal : Details of Payment Receipt / Challan

14. **Certificate of registration with ESI/PF (submit copy of the same).**

DECLARATION

I/We declare that the information given above is true to the best of my/our knowledge.

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders, Special Terms and Conditions & Standard Terms and Conditions of the enquiry and confirm our acceptance to the same. We also agree to furnish any further data/documents required by FACT as and when asked for.


Name of Bidder:

Signature of the Bidder:

Place:

Date:

Office seal

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ANNEXURE- IV

Tender for providing the services of 2 Doctors & 4 Male Nurses on Contract for Occupational Health Centres (OHC) at Udyogamandal Complex (UC), Cochin Division (CD) and Willingdon Island (WI) of FACT.

Special Terms and Conditions of Contract

Providing the services of 2 number of Doctors and 4 number of Male Nurses through a service contract with multi-speciality hospital in/around Ernakulam.

DEFINITIONS

FACT shall mean THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal (FACT-UC) and at Ambalamedu (FACT-CD) and Marketing offices spread across India (which expression shall repugnant to the context or meaning thereof, include its successors and assigns)

"Contractor" shall mean the individual / firm / company, who has been awarded the Work Order (contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

1) **Education qualification & experience for Doctor-**

Possess MBBS degree with valid Medical Council of India registration and should have at least 2 years of post-qualification experience after obtaining registration, preferably in hospitals or industry. (Copies of the relevant certificates must be submitted along with the bid.)


2) **Education qualification & experience for Male Nurse: -**

Possess BSc Nursing/Diploma in Nursing & Midwifery with minimum one year experience in Trauma care and emergency medicine. (Copies of the relevant certificates must be submitted along with the bid.)

3) **Age limit:**


For Doctor : - Between 25 and 63 years (Engagement maximum up to 65 years only)

Male Nurse : - Between 25 and 60 years

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- 4) **Working Time (Doctor):** - 9 AM to 4.30 PM
- 5) **Working Time (Male Nurse):** 8 hours shift (Day -8 AM to 4 PM, Evening – 4 PM to 12 Midnight & Night- 12 midnight to 8 AM). The duty schedule will be issued periodically by the Medical Officer of the Company.
- 6) **Emergency visit of Doctor:** Doctor should visit OHC/incident location on call in case of an emergency even if it is outside working time. FACT will not provide additional payment for these visits.
- 7) Weekly Off and Holidays as applicable. Sunday off for Doctor and one day weekly off (as per work schedule) for Male Nurse.
- 8) **Recovery /Penalty:** - Non availability/Late coming if exceeded more than twice in a month (Late coming after 1 hour will be considered absence)
-: Rs 1000 per day.
- 9) **Period of Contract:** The contract will be valid for a period of 2 years from the date of commencement of work as per Work Order and may be extended for an additional one-year subject to satisfactory performance and mutual consent, under the same terms and conditions. The agreed rates shall remain unchanged during the extended period.
- 10) The Doctors and Nurses posted must remain same throughout the period of the Contract to the extent possible. In case of exigency leading to the absence of the personnel posted, alternate Doctor and Nurse as the case may be posted for uninterrupted services. If in the opinion of the Head of Medical services of FACT that the service of the Doctor and Nurse is not satisfactory, the bidder shall make arrangements to replace the Doctor and Nurse in consultation with the Head of Medical Services of FACT. Further any change in Doctor and Nurse shall only be with the approval of the Head of Medical services of FACT.
- 11) If the services provided are found to be unsatisfactory FACT reserves the right to terminate the contract by giving one-month notice.
- 12) **Accommodation & Food:** - The bidder shall arrange and bear the cost of accommodation & food for Doctor & Male Nurse. FACT will not pay any amount in this regard. If necessary, the personnel can avail food from the Company Canteen and accommodation in the Company Township, subject to payment as applicable rates decided by FACT.
- 13) **Conveyance:** - The bidder shall arrange and bear the cost of transportation for Doctor & Male Nurse to and from the workplace (Occupational Health Centre in Udyogamandal and Cochin Division and Willingdon Island).

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- 14) The bidder/ contractor must submit all necessary statutory compliance documents, including ESI & EPF registrations, medical certificates, police clearance certificates etc. for the personnel employed to obtain clearance of the Company. The Contractor shall arrange for the gate pass for Doctor & Male Nurse from CISF, FACT.
- 15) Refusal to perform duties by the Doctor & Male Nurse will be considered as non-availability of services. The Head of Medical Services of FACT/Medical Officer will have the final authority to impose penalties after evaluating the circumstances of such incidents.
- 16) The Contractor must mobilise necessary resources within 15 days of receiving written instructions from the Head of Medical Services of FACT.
- 17) Payment will be released on monthly basis after work completion certification by the Head of Medical Services of FACT.

18) **AGREEMENT**

The contractor shall execute an Agreement with FACT, within 15 days of receipt of the Work Order. The Agreement shall be executed on a stamp paper (of Rs.200) as per the proforma as specified by FACT.

19) **SECURITY DEPOSIT**


- 19.1 Successful bidders (Contractors) shall be required to furnish an interest free Security Deposit (SD) as detailed in clause 02 of Standard Terms and Conditions of Contract (Annexure -V)
- 19.2 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 alternative arrangements made at the risk and cost of the Contractor.
- 19.3 The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

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20. The contract shall be administered and executed by Dy. Medical Superintendent of FACT or any other officer authorized by her.

All other terms and conditions shall be as per our Standard Terms and Conditions of Contract (Annexure -V). In case of any contradiction between Special Terms and Conditions of Contract (Annexure - IV) and Standard Terms and Conditions of Contract (Annexure - V), Annexure - IV will prevail.

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ANNEXURE- V

Standard Terms and Conditions of Contract

00. CONTENTS :

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


01. GENERAL:

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

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

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

The Contractor shall execute within 15days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.

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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 :

Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

The link is also available on of our website www.fact.co.in →Tenders →'Click Here to Pay EMD/Security Deposit'

The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.


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.

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.

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04. PAYMENT :

Payment shall be effected, on presentation of the bills to the Chief Manager(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as 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

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

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

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

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

09. STATUTORY OBLIGATIONS


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

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

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

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

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948

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

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

The workers deployed by the contractor for the work shall be covered under the PF & ESI Acts. The contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable.

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

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

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

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

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crew, the contract shall be terminated without notice and the remaining work for the unexpired portion of the contract arranged by FACT through others at the Contractor's risk and cost.

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

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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


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

Or

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

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

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

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16. ENVIRONMENT MANAGEMENT SYSTEM :


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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE -VI

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the tender for Engaging Services of 2 Doctors and 4 Male Nurses for FACT for a period of two years and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE –VII

UN PRICED COPY OF PRICE BID

Note: This document shall be submitted along with the **Part-A bid (technical bid) only.**

Sub: ENGAGING SERVICES OF 2 DOCTORS AND 4 MALE NURSES FOR FACT FOR A PERIOD OF TWO YEARS.

Enquiry No: MM/181/30261 dtd 16.10.2024

[Important: Please do not indicate rates in this format. Only indicate "Quoted", under each blank column without fail].

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Description	UOM	Estimated Quantity [Q]	Rate in Rs/Unit excluding GST [R] Indicate "Quoted"	Amount in Rs. excluding GST [Q] × [R] Indicate "Quoted"
1	<u>Doctors on Contract</u> Monthly charges for engaging two doctors for the general shift duty for a period of 24 months as per the attached terms and conditions.	MON	48		
2	<u>Male nurses on contract</u> Monthly charges for engaging four male nurses for round the clock duty for a period of 24 months as per the attached terms and conditions.	MON	96		

Amount Quoted in Words (_____) + _____ (GST in %)

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders and the Terms and Conditions of this enquiry and hereby confirm our acceptance to the same.


Name of the Bidder

Signature of the Bidder

Place:

Date:

Seal

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ANNEXURE -VIII

PRICE BID FORMAT

Note: This document shall be submitted along with the **Part-B (financial bid) only.**

Sub: ENGAGING SERVICES OF 2 DOCTORS AND 4 MALE NURSES FOR FACT FOR A PERIOD OF TWO YEARS.

Enquiry No: MM/181/30261 dtd 16.10.2024

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Description	UOM	Estimated Quantity [Q]	Rate in Rs/Unit excluding GST [R] Indicate "Quoted"	Amount in Rs. excluding GST [Q] × [R] Indicate "Quoted"
1	<u>Doctors on Contract</u> Monthly charges for engaging two doctors for the general shift duty for a period of 24 months as per the attached terms and conditions.	MON	48		
2	<u>Male nurses on contract</u> Monthly charges for engaging four male nurses for round the clock duty for a period of 24 months as per the attached terms and conditions.	MON	96		
Total Quoted Value (Rs):					

Amount Quoted in Words: (_____) + _____ (GST in %)

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders and the Terms and Conditions of this enquiry and hereby confirm our acceptance to the same.


Name of the Bidder

Signature of the Bidder

Place:

Date:

Seal

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ANNEXURE-IX

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

To

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

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

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


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

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

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

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

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

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

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

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

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

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

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


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

Dated this..... day ofTwo thousand and Twenty Four.

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

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X

AGREEMENT

(Proforma of Agreement to be executed in Rs 200/- Non Judicial stamp paper)

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

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

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

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

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

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

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company

- 1.
- 2.

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