

FACT
CORPORATE
MATERIALS

TRANSPORTATION OF BULK GYPSUM BY TRUCKS/LORRIES FROM
FACT COCHIN DIVISION (FACT-CD) AT AMBALAMUGAL TO VARIOUS
DESTINATIONS OF SPECIFIED DISTRICTS IN KERALA, TAMIL NADU,
KARNATAKA AND ANDHRA PRADESH

ENQUIRY NO.
MM/181/E30038 dtd.
31.08.2024

**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,
CORPORATE MATERIALS,
FACT-PD ADMINISTRATION BUILDING
UDYOGAMANDAL, KOCHI- 683 501 (KERALA)**
Tel: (0484) – 256 8273/ 8260
E-mail: deepakvs@factltd.com; aneeshya@factltd.com
Website: <http://www.fact.co.in>



Transportation of Bulk Gypsum by Road
Enquiry No. MM/181/E30038 dtd. 31.08.2024

FACT invites Online Bids (TWO PART) for Road Transportation of bulk gypsum from FACT CD to various destinations in South India through <https://eprocure.gov.in>, for 1 year.

Any change / Extensions to this tender will be informed only through CPP e-procurement portal / FACT website.

Due date/ time for submission of bids is **18.09.2024 / 3.00 P.M.**

Sr. Manager (Materials)-T&S

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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS



Fertilizers and Chemicals Travancore Ltd (FACT Ltd) invites Online Bids (TWO PART) through <https://eprocure.gov.in>, from financially sound and experienced transport contractors meeting the qualifications specified below for road transportation of bulk gypsum from FACT Cochin Division to various destinations in South India by trucks/lorries for a period of one year from the date of commencement of work as per letter of intent/work order, whichever is earlier as per documents attached as enclosures below:

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

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

1.0 General Information

Enquiry No.	MM/181/E30038 dtd. 31.08.2024
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	18.09.2024 / 3.00 PM.
Date & Time for opening of Part A of the Bid.	19.09.2024 / 3.30 PM.
Name of Work/ Description.	Transportation of bulk gypsum by trucks/lorries from FACT CD to various destinations of specified districts in Kerala, Tamil Nadu, Karnataka & Andhra Pradesh.
Contract Period	One Year from the date of commencement of work as per letter of intent/work order.
Pre-Bid Meeting	The pre-bid meeting will be held at 2.00 PM on 10.09.2024 at FACT Corporate Materials Department, FACT-PD Administration Building. Interested bidders may submit the Pre Bid queries in advance at least 3 days prior to the Pre-Bid meeting. Bidders are requested to attend the meeting to clear/discuss the technical points and collecting the technical data if required.
EMD	Rs. 1,00,000/- as per clause 7.0 of Instruction to Bidders
Security Deposit	5% of the total contract value
Contact for e-Tender helpline	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com
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 (e-TENDER):** Visit our website www.fact.co.in or Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bid submission shall be in electronic form through <https://eprocure.gov.in> only. See **Annexure I** 'Instructions to Bidders (e-Tender)'.

3.0 **TENDER UPDATES:** Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in>) for any updates/corrigendum on the tender, including extension of due date, if any.

4.0 Goods and Service Tax Applicability for Evaluation of Bids:

As per provisions of GST, services of Goods Transport Agency (GTA) in relation to transportation of goods are a notified service under Reverse Charge, i.e., the liability to pay tax is by the recipient of goods/services instead of the supplier. Accordingly, the obligation of remittance of applicable rate of GST is on the recipient of service. i.e. FACT. Therefore the rates quoted by the GTA (Bidder) should be exclusive of GST.

5.0 The list of clusters, the estimated rate and the estimated total quantity of bulk gypsum to be transported from FACT Cochin Division (FACT - CD) at Ambalamedu to various destinations in the clusters of specified districts in South India by road, during the contract period of one year, are indicated in the Price Bid Schedule [**Annexure - VIII**]. The applicable distances are indicated in the unpriced bid [Annexure - VII]. The distances indicated in the unpriced bid against each district are only the approximate distances for indicative purpose and no claim shall be entertained for variation in the quoted rates due to any variation in the actual distances from the indicated distances.



The contractor will have to transport the bulk gypsum from CD as per our requirement to any destination of specified clusters for which he is awarded the contract and there exists a uniform transportation rate for movement of bulk gypsum from CD to any destination within a particular cluster.

6.0 **METHOD OF EVALUATION OF BIDS/AWARD OF CONTRACT:**

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

6.2 **Contracts shall be awarded on cluster wise basis.** Bidder shall quote their most competitive rates for transportation of bulk gypsum by trucks/lorries from FACT Cochin Division at Ambalamedu to the clusters indicated in the Price Bid Schedule as per **Annexure-VIII**. **Bidders shall quote the rate only in the Price Bid Schedule enclosed as Annexure - VIII.** Price Bids which are submitted in any other format are liable to be rejected.

In the BOQ sheet, the estimated rates are shown for each item (i.e. cluster). The bidder has to enter "**Excess (+) or Less (-) percentage**" against each item (i.e cluster) they intend to quote in the BoQ. This Excess (+) or Less (-) percentage quoted by the bidder against each item (i.e cluster) will be applied on the FACT's estimate for the respective item(s) of work in the BOQ, and the rate per unit of each item of work quoted by the bidder will be automatically calculated. Evaluation of bids and determination of the lowest bidder (L1) for each item shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per the schedule of work given in the Price Bid (BoQ) Format. The technically acceptable bidder who has quoted

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the lowest value in the BOQ for an item shall be selected as L1 bidder for that item.

- 6.3 In case more than one bidder become the L1 to any cluster, 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. Instructions stipulated in the tender with regard to submission, opening and evaluation of price bids shall be applicable for such revised price bids. However, **while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid**

7.0 SPLITTING UP OF WORK:

- 7.1 FOR CLUSTERS WITH QUANTITIES UPTO 10,000 MT:** For clusters with annual requirements up to 10,000 MT, there shall be no splitting of the order quantity. The entire quantity will be awarded to the successful L1 bidder. However, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value, subject to matching with the L1 rate, considering the purchase preference as per clause 8.0 of Instruction to Bidders.

- 7.2 FOR CLUSTERS WITH QUANTITIES BEYOND 10000 MT:** Considering the nature of work and to have flexibility in movement operations, FACT proposes to engage more than one contractor for transportation to clusters with annual requirements beyond 10,000 MT.

If a non MSE bidder becomes lowest (L1), then 25% of total order quantity shall be allocated to lowest quoted MSE bidder as per the clause 8.0 of Instruction to Bidders, based on matching with L1 quoted rate.



For the balance quantity, the lowest bidder (L1) and the second lowest bidder (L2) will be awarded order in the percentage ratio of 70:30 of the balance quantity subject to matching with the L1 rate.

If MSE bidder becomes lowest bidder (L1), 70% of the work will be awarded and in this case the preference to MSE bidder as per the clause 8.0 of Instruction to Bidders will not be applicable.

In case L2 does not match with the L1 rate then L3 will be awarded order allocated for second lowest bidder subject to L3 matching with L1 rate and so on. The opportunity shall be extended to all eligible bidders who qualify the PQ criteria until 2 bidders are shortlisted for placing of orders. In case L2, L3 etc. do not match with the L1 rate, order may be given to L1 for the full quantity.

- 7.3. Decision of FACT on splitting order shall be final and binding on the bidders. Tendered quantity shall be split between the bidders only after considering the benefits applicable to the MSE bidders.

- 8.0. Any tender i) Which varies from our terms & conditions or stipulates counter conditions, OR ii) Which fails to provide required information or is otherwise incomplete, OR iii) Which is received from a Registered Fertilizer dealer or their partners or persons having implicit or explicit relations with the dealer or employee of FACT is liable to be rejected.

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9.0 The acceptance of tender will rest with the company, which does not bind itself to accept the lowest tender and reserves to itself the right:

- i) To reject any or all tenders.
- ii) To finalize the contract based on revised lower rates to be obtained from the L1 bidders in case more than one bidder becomes L1 to any destination.
- iii) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- iv) To negotiate with one or more tenderers for revision of rates downwards if FACT feels that rates so received are not appropriate.
- v) To reject the tender of any black listed transporters due to unsatisfactory performance, forfeiture of EMD or due to any other reasons.
- vi) The financial or business association with FACT fertilizer dealer OR with FACT employee is liable for disqualification.
- vii) When tenders are received from any proprietorship/ firms/ companies, having one or more common business facilities such as Telephone, fax, emblem, address etc, such tenders shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered from the suitable parties.



10.0 Rates:

Bidders shall quote their lowest competitive rates for transporting per MT of bulk gypsum for each cluster which comprises of multiple destinations. The rate quoted for a cluster shall be applicable for all the destinations within the cluster for which bidding is done. For example: AP01 is a cluster in Anantapur district of Andhra Pradesh. This comprises of two destinations namely Anantapur and Singanamala Mandal which are located within 740-770 KM's from FACT-CD. The bidder shall quote his best rate for AP01 which shall be applicable for delivery of material at all the two destinations.

The rates quoted by the bidders shall be for transport of bulk gypsum by Trucks/Lorries from FACT -CD to various destinations of specified Clusters listed in Price Bid Schedule-BOQ Excel Sheet (Annexure- VIII) as per Notice Inviting Tender, Instructions to Bidders and Terms and Conditions of this tender. The rates shall be quoted only as per the Price Bid Schedule -BOQ Excel Sheet attached as Annexure- VIII.

The rates shall be for transport of bulk gypsum by trucks/lorries only and shall not include charges towards loading at FACT. Loading of gypsum at CD shall be arranged by FACT whereas the unloading at various destinations will be under the scope of the respective customer. The rates shall be firm during the period of contract.

11.0 A declaration is being obtained from the bidder with respect to proprietor or one or more partners having financial interest or sharing of common business facilities with registered Fertilizer Dealer of FACT. The bidder in such case will be permitted to have one of the following businesses a) Transport contractors b) Dealership. If the bidder is suitable as a transport contractor, all the issues need to be settled before termination/ suspension of

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other businesses as mentioned above. If the facts of such common business is established at a later stage, all such contract/ contracts are liable to be terminated.

12.0 Declaration of Tenderer's relation with FACT Employees:

Should a tenderer or contractor have a relation or relations or in the case of firm or Company of contractors, one or more of its shareholders or a relation or relations of shareholder with an employee of FACT in the capacity of junior Officer and above, the authority inviting tender shall be informed of the fact at the time of submission of the tender, failing which the Company may at its sole discretion, reject the tender or rescind the contract.

13.0 If any information given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.

14.0 At the time of submission of tender, the Contractor shall submit a declaration stating whether the Proprietor, Director, Partner, as applicable, of his firm is having any relations with any Proprietor/ Director/Partner of any registered fertilizer dealership firm of FACT fertilizers. Also, in case, during the validity of contract such relationship is established subsequently, FACT will have to be informed of the same and contract will be liable for termination with immediate effect.

15.0 GENERAL



15.1 When bids are received from any proprietorship /firm/ company having the same proprietor or one or more partners / directors in the business organisation of any other party (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 award of contract.

15.2 FACT also 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.

15.3 FACT Dealers shall not be permitted to work as our Transport Contractor also. If a Dealer is suitable as a transport contractor, all the issues need be settled before termination / suspension of Dealership.

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

15.5 **Integrity Pact:** The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. along with the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

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<p>1. Shri Ahmad Javed 601-A, Lotus Enpar Residency, Shakarrao Naram Path, Lower Parel, Mumbai-400013. Mobile: 9821058152 Mail: ajtopcop@gmail.com</p>	<p>2. Shri B. Ravichandran Flat No.TF3, RKC Subrabath, 7th Street, Kumaran Colony, Vadapalani, Chennai 600 026 Mobile: 9482234346 Email: bravi1958@gmail.com</p>
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Note 1: The Integrity Pact signed by the bidder shall be submitted by the bidder along with other documents.



Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 15.6 below. ***"Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders."***

15.6 Any information on site familiarization / nature of work, if required by the bidders, can be had from: (i) SM (Marketing), Capro & Chemicals, FACT, Udyogamandal, Phone-0484-2567561 or any officer authorised by them. For any clarification on this enquiry please contact Sr. Manager (Materials)-T&S, [Phone- 0484- 256 8345] or Asst.Manager-Materials,T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

15.7 ***Pre bid queries if any may be forwarded through Email to deepakvs@factltd.com or aneeshya@factltd.com .***

For THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

SR. MANAGER (MATERIALS)-T&S

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Encl:

List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	8
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor data Form	8
4	Annexure IV	Special Terms & Conditions of Contract	7
5	Annexure V	Standard Terms and Conditions of Contract	6
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Un-priced copy of Price bid format	3
8	Annexure VIII	Price bid format (BoQ)	Separate Excel Sheet
9	Annexure IX	Proforma of Bank Guarantee for Security Deposit	2
10	Annexure X	Proforma of Agreement	1
11	Annexure XI	Integrity Pact	5
12	Annexure XII	Special Instruction to Bidders regarding submitting Price Bid (BoQ)	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 (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, 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 remitted online, for the respective amount indicated in the NIT, through ‘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)



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

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through ‘State Bank Collect’ portal. The payment receipt generated thereon shall be uploaded/ submitted along with with Part-A bid. **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 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. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of

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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.

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.

**Clusters with quantities up to 10,000 MT are non-divisible.
Clusters with quantities beyond 10,000 MT are 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 /

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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 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.

12.2 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 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.



12.3 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.

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

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out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs.200/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

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

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

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

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

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



The supplier/contractor shall do the following:

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

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

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

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.

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16.0 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.

17.0 GENERAL:

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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 : 0484-256 8345; Email:deepakvs@factltd.com.
- 17.7 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.
- 17.8 Work order shall be issued by Sr.Manager(Materials)-T&S .

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18.0 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.

19.0 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 to be met by the Bidders.

1. The bidder shall have previous experience in successfully completing transportation of solid materials in bulk/ bagged / bundled / loose conditions in trucks/ lorries / containers for any of the divisions of FACT, in the respective states of the clusters, for which they intend to quote during any one of the preceding five years ending as on the date of tender. The bidder shall submit a performance certificate issued by the contract administrator of FACT in support of this.

OR

The bidder should have successfully completed transportation of solid materials in bulk/ bagged / bundled / loose conditions in trucks/ lorries / containers for manufacturers/handling agency/Government department/ PSU/ Public Limited company / Private limited company in the respective states of the clusters, for which they intend to quote, for a minimum annual contract(s) value, as given in Annexure-IIA of PQ document, during any one of the preceding five years ending as on the date of tender.

The bidder shall enclose / upload copies of the following documents to prove his experience commensurate with the no. of clusters in a state, the bidder is quoting. (For example - if the bidder wants to quote for 02 clusters in a state, he shall have work experience in the respective state with min. contract value as specified against each cluster in Annexure-IIA of PQ document):

- (i) Work orders received from the contractee.
- (ii) Performance certificate with work order reference issued by the contractee.



2. Bidders must own/lease, from the date of opening of Part A (i.e. the Techno-commercial Bid) till the expiry of the contract period, not less than 5 (Five) Trucks/Lorries (less than 15 years old) either in the name of the proprietor, partner(s) or the firm. Documentary evidence in support of the above such as Lease agreement on Rs.200/- Stamp paper (for leased vehicles), copies of Registration Certificate, Permit, Insurance, Fitness Certificate etc. shall be furnished/uploaded along with the Part-A bid. In case of lease, lease agreement in original on Rs 200/- stamp paper shall be enclosed with Part-A Bid.

3. Bidder shall furnish a Solvency Certificate (original / copy duly attested by a Notary) equal to the value of Rs.2.0 lakh per cluster towards the no of clusters, for which he submits his offer against this enquiry, from a Nationalised/ Scheduled Bank along with part A (Techno-commercial) bid. The Solvency Certificate issued shall be dated within a period of three months prior to the date of tender.

Bidders not meeting the above pre-qualification criteria shall not be considered for further processing.

4. Bidder must have an office with telephone facility in Cochin/nearby areas or be willing to open one immediately on award of the contract. The office must have a responsible person with sufficient authority to co-ordinate day-to-day activities with FACT at Ambalamedu.

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.

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ANNEXURE -IIA**Destinations for gypsum supply on FOR basis and PQC contract value**

Sl. No.	State	District	Destination	Cluster code	Total PQC Value for contract(s) executed in the state as per Annexure-1 (Rs.Lacs)
1	Andhra Pradesh	Anantapur	Anantapur	AP01	5
2			Singanamala Mandal		
3			Talaricheruvu	AP02	150
4			Tadipatri		
5			Boyireddypalli		
6		Kadappa	Yerroguntla	AP04	200
7		Kurnool	Boincheruvupalli	AP05	350
8			Kurnool	AP06	300
9		Guntur	Guntur	AP07	15
10	Karnataka	Mysore	Mysore	KA01	25
11		Mandya	Mandya		
12		Ramnagar	Madapura Village	KA02	30
13		Banglore	Peenya Industrial area		
14		Banglore	Bilekahalli		
15		Tumkur	Tumkur		
16		Chikkaballapur	Thondebavi	KA03	350
17		Davangere	Davangere	KA04	35
18		Bellari	Bellari	KA05	450
19			Kudithini		
20	Dharwad	Ginegera	KA06	70	
21	Dharwad	Hubli			
22	Kerala	Kottayam	Mevelloor	KE01	1
23		Alapuzha	Cherthala	KE02	5
24		Palakad	Walayar	KE03	70
25	TN	Coimbatore	Madukkarai	TN01	300
26		Ariyalur	Ariyalur	TN02	50

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FACT
CORPORATE
MATERIALS

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Annexure-III

VENDOR DATA FORM

(PLEASE FILL ALL THE DETAILS WITH SEAL AND SIGN ON ALL THE PAGES AND UPLOAD THE
SCANNED COPY OF THIS IN **PDF** FORMAT. 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 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.

1. Name of the Bidder:
2. Address:
Office Telephone No.:
E-Mail ID:
3. Name, address and designation of the Key person with whom Company may correspond.
Name:
Address:
Designation:
Mobile No:
4. Address of Kochi Office:
5. Details of contact person:
Name :
Address:
Mobile No : :
6. Name of the person authorised to :
Sign the Bid and related documents
7. Date of Registration of the Firm :
(Attach copy of Registration Certificate)

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8. Constitution (Please tick):

Proprietary / Partnership / Private Limited /Public Limited/Public Sector

(Upload certified copies of documents i.e. Partnership deed/ Articles of Association/
Memorandum of Association/ Bye-laws, Certificate of Registration etc as applicable)

9. Year of establishment :

10. Name and address of proprietor/ 1.
Partners/ Directors 2.
3.

11. Category:

i) Whether the entrepreneur comes under the following status (please tick)

Micro / Small / Medium

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

ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category

SC / ST.

II INFRASTRUCTURE

1. Total number of persons employed: -----



2. No. of branch offices: -----

(Please enclose separate sheet giving details of address,
Telephone No.)

III TECHNICAL EXPERTISE

1) WORK EXPERIENCE for preceding five years

Bidder shall enclose copies of (i) Work order supported by corresponding (ii) Experience certificate with work order reference and (iii) Performance certificates with work order reference issued by the contractee with PART-A bid as documentary evidence in proof of **Pre-Qualification Criteria No 1 (Annexure II)** during any one of the preceding five years ending as on the date of tender, otherwise work experience will not be considered

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Sl No.	Name of the Client served	Contract Period	Product handled	Volume In MT	Value of Contract executed Rs.	State in which the work was executed
1						
2						
3						
4						
5						

2) No. of trucks/lorries owned/leased:-Attach Separate List



Sl. No.	Reg No of Vehicle	Whether owned or leased	Year of manufacture with date of registration	Approved carrying capacity in MT

(Upload scanned copies of RC books, Insurance Certificate , Fitness certificate, Permit etc. In the case of lease, original Lease Agreement in non-judicial stamp paper of Rs.200/- shall be submitted. Originals of all documents will have to be produced for verification when called for)

3) Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) equal to the value of Rs.2.00 lakh per cluster towards the no. of clusters for which he submits his offer against this enquiry from a Nationalised/ Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.

4) Whether your firm/company is blacklisted by FACT or any other Public Sector / Govt/Quasi-Govt. Organisation:

Yes/ No

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- 5) Whether your contract was terminated before expiry of Contract period or Security Deposit / E.M.D. forfeited by FACT OR any other Public Sector / Govt./Quasi-Govt. Organisation **Yes/ No**
- 6) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any Judicial Court for any criminal breach of trust **Yes / No**
- 7) Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT. **(Max. 2 days)** :..... Days

IV) DETAILS OF SISTER CONCERNS

- a) Name & Address
- b) Activities engaged in by Sister Concern
- c) Names, Addresses & Telephone Nos. of Proprietors / Directors/ Partners of sister concern (attach separate list if required).



NOTE:

- (i) Blacklisted parties by FACT or Govt./Quasi Govt. Organization are liable for disqualification. FACT decision will be final in this regard.
- (ii) The parties whose EMD is forfeited by FACT are also liable for disqualification.
- (iii) FACT reserves the right not to consider parties having any dispute with FACT, parties who are defaulting, or parties against whom any criminal case, enquiry or vigilance investigation/ report are pending in relation with FACT, in order to protect its interest.

V) FINANCIAL WORTHINESS

1. Name of Bankers, Addresses & Tel. Nos :-----
2. 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.(Attach copy of PAN card)	
2	GST Registration No. (Attach GST Reg certificate)	
3	Name of the Bank with address	

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9-A Declaration from Tenderer on GST -

In view of the applicability / implementation of GST , arrange to submit the following,

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/Contractor 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 supplier, a declaration to that effect with reason should be furnished.

Our GST number 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 confirm 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."

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10. **Declaration on Partners / Directors**

Sl. No.	Full Name of the Proprietor/Partner/ Director	Name of the other firm(s) of which bidder is a proprietor / Partner/ Director
1		
2		
3		
4		
5		

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 also applied against same advertisement, please mention the name of the firm / firms.**

Name of the Firm:

(Signature & Seal)
(Proprietor / Authorized Signatory)



Note: The bidder is advised to read Clause No.9 (vii) & 15.1 of Notice Inviting Tender with respect to above.

11. Declaration about relationship with Employee of FACT

I/ We hereby solemnly declare that the proprietor / one or more Partners /Directors of this firm/ company **has relationship / has no relationship** (Strike off whichever is not applicable) with any employee of FACT.

In case of relationship, indicate details of employee in FACT.

(Signature & Seal)
(Proprietor / Authorized Signatory)

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12. Declaration about relationship with authorized fertilizer Dealer of FACT.

I/ We hereby solemnly declare that the proprietor / one or more Partner / Director of this firm/ company is **common / not common** (Strike off whichever is not applicable) with any other firm who is the authorized fertiliser **Dealer of FACT** for which the bid is being submitted.

(Signature & Seal)
(Proprietor / Authorized Signatory)

If common, Name of firm:

Details of Dealership/location :

13. Declaration on the number of Clusters quoted in the Price Bid Schedule (Annexure- VIII) of the tender documents.

Number of clusters quoted:

14. Declaration of Membership of any Goods Transport Association:

Give details if so:

Name and Address of the Association:

Telephone No:



DECLARATION BY TENDERER

I/We certify that all the information furnished by Me / Us in the Information about Bidder (Annexure- III) is correct and true. In the event that the information given is found to be incorrect /untrue, FACT reserves the right to disqualify me / us or terminate our contract without giving any notice or reason thereof.

I/We also confirm that we have read and understood all the conditions stated in your Notice Inviting Tender, Instructions to Bidders and Terms and Conditions and hereby confirm our acceptance to the same.

(Signature & Seal)
(Proprietor/ Authorized Signatory)

(Note: The tenderer shall upload scanned copy of the Application and the Documents furnished as above with sign and seal on all the pages)

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Annexure – IV

Special Terms and Conditions of Contract

1. Definitions:

FACT shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501 and its operating Divisions at Udyogamandal and Ambalamedu (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.

FACT (CD) shall mean FACT's production unit at Ambalamedu and shall be applicable accordingly.



2. SCOPE OF WORK:

Scope of work shall be transportation of bulk gypsum from FACT Cochin Division at Ambalamedu by trucks/lorries with leak proof body to various destinations as specified in the tender from the date of commencement of work as per LOI/Work order, whichever is earlier. The scope of work shall include proper leveling of the heaps of material in the loaded trucks/lorries, covering the material with the contractor's tarpaulins, lashing, placement of the trucks/lorries in any orientation as per the requirement of FACT and weighing of each truck/lorry for every trip for taking tare weight and gross weight both at the dispatching and receiving ends and unloading at customer's destinations as per the tender. The destinations and respective quantities to be transported are indicated in the Price Bid Schedule. The loading of material onto lorries/trucks shall be arranged by FACT. The contractor shall transport gypsum from FACT-CD as per FACT's requirement to any destinations in the cluster for which he is awarded the contract. All loaded trucks/lorries shall be covered with suitable Tarpaulins, irrespective of weather conditions.

The Contractor shall supply sufficient number of trucks/lorries for the work in good working condition & valid documents to commence and complete the work expeditiously and to ensure transportation of cargo in a smooth manner. The trucks used shall be in good service condition, not more than 15 years old.

While transporting, the contractor shall ensure that there is no leak of gypsum through the openings in the truck. Also the material shall be adequately covered so that dust shall not leak from the top. This is to be ensured by the contractor in view of the environmental problems. The contractor shall be responsible for the safe operation as mentioned above and for any fallout arising due to default of the above.

Senior Manager(Marketing)C&C shall be the Contract Administrator for transportation of bulk Gypsum from FACT (CD) as per this contract. The transporter shall receive instructions for transportation from C&C Marketing dept. (Phone- 0484-256 7391/7561).

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3. PERIOD OF CONTRACT:

The period of Contract shall be one year from the date of commencement of work as per Letter of Intent (LOI)/Work Order, whichever is earlier.

4.0 CONTRACT RATES:

4.1 CLUSTERWISE QUOTE: The bidders shall quote their rates for each clusters which comprises of multiple destinations. The rate quoted for a cluster shall be applicable for all the destinations within the cluster for which bidding is done. For example: AP01 is a cluster in Anantapur district of Andhra Pradesh. This comprises of two destinations namely Anantapur and Singanamala Mandal which are located within 740-770 KM's from FACT-CD. The bidder shall quote his best rate for AP01 which shall be applicable for delivery of material at all the two destinations.

4.2 ADDITION OF DESTINATION: The contractor shall transport gypsum to any additional destinations which falls in the cluster at the same rate for which work order has been awarded, if required by FACT.

4.3 TRANSPORTATION RATES: The rates shall be for transport of bulk gypsum by Trucks/Lorries only and shall not include charges towards loading at FACT. Loading of gypsum at CD shall be arranged by FACT whereas the unloading at various destinations will be under the scope of the respective customer. The rates shall be firm during the period of contract.

5.0 SECURITY DEPOSIT:

The successful bidder(s) shall be required to furnish an interest free Security Deposit (SD) as detailed in clause 2.0 of Standard Terms and Conditions of Contract. However, the contractor(s) shall remit security deposit only after final confirmation from FACT.



6.0 COMMENCEMENT OF WORK:

The contractor shall commence the work as per instructions given in the Letter of Intent/Work Order. In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the Contractor (if applicable) shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor.

7.0 VINSLIP:

Entry of vehicles is regulated by online VIN Slip system which permits vehicle entry into company premises for loading of gypsum. On generation of VIN Slip SMS message will be automatically sent to truck/lorry driver's mobile number and he shall report at FACT-CD main gate with the VIN slip message.

At FACT-CD main gate, truck/lorry driver shall show the VIN Slip SMS message to CISF officer in-charge for credential verification & permitting entry. He shall then report to Gypsum dispatch section in PAP-CD for loading gypsum. Truck/tanker driver need not report at C&C Marketing department and shall report directly at FACT-CD.

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VIN Slip shall be booked with the following details:

- a. Loading Request Date
- b. Vehicle Number,
- c. Vehicle Capacity & Requested quantity
- d. Driver Name
- e. Driver Mobile No.
- f. Transporter Name
- g. Driver Hazardous License No. with validity

The scope of booking vinslip tokens using the aforesaid details shall rest completely with the contractor. He shall ensure smooth entry of vehicles with valid vinslip tokens, as per the directions issued from C&C Marketing.

8.0 DELIVERY:

8.1 TRANSIT PERIODS: Bulk gypsum entrusted with the contractor shall be transported to the destinations as expeditiously as possible and in any case within the following maximum transit periods. These transit periods are exclusive of loading days, Sundays and holidays for delivery at destinations.

S.NO	Average distance from FACT-CD	Maximum Transit Period
1	Upto 400 KM	01 Day
2	401-800 KM	02 Days
3	801-1200 KM	03 Days



8.2 DELAY IN DELIVERY: For any delay in delivering the product beyond the permissible/extended transit period, the Contractor shall be liable to compensate the delay as deemed suitable by FACT. In case the period of delay in delivering the gypsum at destination is protracted beyond one week, the total realizable value and interest will be recovered from the Contractor's bills or any other payment dues to him.

In case the product (gypsum) is held up en-route due to any break-down or accident or Force Majeure conditions or any other reason such as seizure of vehicle by Govt. or Non Govt agencies, the matter shall be intimated to SM(Marketing)C&C, as the case may be over telephone or by email. The contractor himself shall resolve all necessary proceedings if required for incidents related to such issues in transit. In situations that are entirely beyond the control of the Contractor, SM(Marketing)C&C, may, at his sole discretion, permit the extended delivery period of the consignment.

8.3 DELIVERY ACKNOWLEDGEMENT: At the destination, copy of the invoice shall be dully signed, stamped and certified by the authorised representative of the customer and shall be handed over to the C&C Marketing Office at Udyogamandal for certifying the freight charges, as per the work order conditions.

9.0 VOLUME OF WORK:

FACT reserves the right to operate the contract completely or partially without assigning any

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reason whatsoever and does not guarantee the quantity to be transported. FACT does not guarantee any continuity of work and the Contractor shall have no right to claim damages including idle time or loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.

10.0 QUANTITY TOLERANCE:

The shortage/excess will be assessed for the contract period based on the following tolerance:

10.1 NON-MONSOON SEASON: A variation up to 0.5% of the quantity loaded at FACT shall be allowed in the weightment of each Truck/lorry.

10.2 SPECIAL TOLERANCE FOR MONSOON SEASON: A variation up to 1.0% of the quantity loaded at FACT shall be allowed in the weightment of each Truck/lorry for dispatches during the monsoon months of June to September.

10.3 QUANTITY DISPUTES FROM CUSTOMER: In case of dispute in delivered quantity raised by customers beyond the aforesaid tolerance limits, FACT reserves the right to invoke suitable recovery from the contractor to compensate the customers for such shortage of materials.

11.0 QUANTITY FOR BILLING:

The contractor shall submit his bills for the delivered quantities as follows:



- a. If the delivered quantity is within the tolerance limit specified vide section 10.0 above, the dispatch quantity from FACT shall be reckoned for accounting and payment.
- b. If the delivered quantity is beyond the tolerance limit specified vide section 10.0 above, the delivered quantity at destination, as certified/acknowledged by the customer or his authorized representative shall be reckoned for accounting and payment.
- c. However, no payment shall be given for net excess delivered.

12.0 SHORTAGE/DAMAGE OF GOODS:

The Contractor shall be entirely responsible for the safe carriage of goods and its receipt by the Consignee. Any shortage of the delivered material, beyond the tolerance limit specified vide section 10.0 above, by way of transit loss / damage at the time of delivery of the consignment to the consignee shall be to the contractors account. FACT reserves the right to realize such compensation by appropriating from the Contractor's bills / security deposit and/ or by foreclosing the Bank Guarantee.

13.0 CORRESPONDENCES:

The contractor shall submit a valid e-mail ID to FACT. Any intimation to contractor shall be sent by e-mail to their ID given in application.

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14.0 CONTRACT EXECUTION:

14.1 PERFORMANCE: The Contractor shall undertake transportation on all days including Sundays and holidays round the clock. The contractor is entirely responsible for the safe transportation of the material and its timely delivery at the specified destination. In case of failure by the Contractor to transport the required quantity as per the instruction from C&C Marketing Division, FACT shall have the right to make alternate arrangements to transport the product at the risk and cost of the Contractor with or without cancellation of the contract. FACT may at its sole discretion arrange such alternate arrangement to any particular destination/s from FACT-CD. FACT shall recover all additional costs incurred for such alternate transport arrangements from the Contractor’s running bills or from any amounts due to the Contractor.

14.2 SUBLETING OF RESPONSIBILITY: The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever. Any breach of this condition shall entitle FACT to take such steps as may be necessary and also terminate the contract. Such termination shall also render the contractor liable for payment to FACT in respect of any loss or damage arising or ensuing from such cancellation. In the event of sufficient dues not being available to compensate for the above, the contractor shall reimburse FACT for the same by making payment through a Demand Draft.

14.3 TRANS-SHIPMENT: The contractor shall transport gypsum without trans-shipment, except in case of accident with submission of sufficient proof i.e. F.I.R. or GD entry. Failure to comply shall mandate a penalty of Rs.1,000/- (Rupees One thousand only) per truck.

14.4 DETENTION CHARGES : Detention charges for the trucks/lorries at the loading/unloading points or any incidental charges incurred by the contractor for the work shall not be payable to the transporter under any circumstances whatsoever.



14.5 INCONVENIENCE TO THE PUBLIC: The contractor shall ensure by all means that there is absolutely no spillage of gypsum on road or any public places during transit, which may cause inconvenience to the public. In case of an eventuality like above, the contractor at his own expenses shall ensure that the site/road is cleared from all spilled material immediately. If the contractors fail to do so, then FACT shall arrange the same and the cost will be deducted from the contractor’s bills.

14.6 SUITABILITY OF EMPLOYEES: The contractor shall only engage drivers with valid heavy vehicles driving license.

15.0 LIQUIDATED DAMAGES:

In case of failure by the contractor to transport the required quantity as above, Liquidated Damages (LD) @Rs.25/MT shall be as levied from the contractor for the shortfall in quantity calculated on a monthly basis.

The LD for shortfall in transportation based on the monthly scheduled quantity will be computed by the C&C Marketing department of FACT and deducted from bills submitted by the Contractor or from any other amounts due to the Contractor/s. The cumulative LD calculated as above shall be limited to 10% of the contract value.

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16.0 TERMS OF PAYMENT:



- a. The contractor shall submit his bills together with supporting documents such as FACT's Invoice copy duly certified by each customer's authorised representative in acknowledgement of receipt of the material.
- b. Contractor shall submit their bills for payment on fortnightly basis.
- c. Payment shall be processed, on presentation of the bills to the office of SM(Marketing)C&C for verification, sanctioning of payment and its release through Finance department.
- d. 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 the difference to FACT without delay.
- e. Payment of bills to the transport contractors will normally be made within 30 days from the submission of bills along with necessary acknowledgement of dispatch documents.
- f. Payment shall be credited after effecting all applicable deductions as per terms & conditions of the work order to contractor's bank through NEFT or RTGS. Contractors are required to furnish the following details along with their banker's authorisation letter:
 - i. Bank Name
 - ii. Branch Name
 - iii. MICR Code
 - iv. IFSC code
 - v. Account type
 - vi. Account No.

17.0 PRICE VARIATION CLAUSE:

During the aforesaid contract period, increase / decrease in the transport rates shall be applicable if the retail price of High Speed Diesel (HSD) oil is increased/decreased. The revision formula shall be @ 01 paise/MT per KM for increase or decrease of 01 Rs/Litre in price of HSD oil calculated for one way (single) distance only. The revision in the contracted rate shall be calculated in this proportion for the variation in price of HSD oil, averaged for the applicable fortnightly billing cycle period.

Rate revision shall be based on the revised retail price of HSD at Cochin and shall be effective from the date of HSD price variation. The HSD price at Cochin on the date of bid opening [Pre-qualification cum Techno-Commercial Part] shall be the base rate for the above purpose. In case of revisions from the date of bid opening to the date of issue of work order, work order shall be issued after adjusting the rate as per the above formula. The distance (KM) applicable for the above are indicated in the tender (Unpriced Copy of Price Bid). The distances indicated are only the approximate distances for indicative purpose and no claim shall be entertained for variation in the quoted rates due to any variation in the actual distances from the indicated distances.

- 18.0 No claim shall be made by the transport contractor against FACT due to non-utilization of the whole or any portion of the number of trucks ordered by FACT or for delay in delivering the material thereof, which may be due to any act of God such as flood, tempest,



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earthquake etc or due to any labour disturbances such as strike, lockout, go-slow, or due short-age of raw material or due to any other cause, whatsoever beyond the control of the company where the goods are produced or despatched. In such cases, the time for utilization of trucks provided by transport contractor shall, at the option of FACT, be extended till such time as the normal situation is expected to return.

- 19.0 Global Positioning System (GPS) Facility shall be provided in the trucks for tracking the trucks as per the directives from statutory authorities.
- 20.0 **AGREEMENT:** The Contractor shall execute within 15 days from the date of receipt of Letter of Intent/Work Order, an agreement on Rs.200/- Stamp paper in the pro forma prescribed by FACT and shall bear all expenses incidental thereto.

OTHER TERMS AND CONDITIONS: 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.

The contract once awarded will not imply that the Contractor has exclusive right for the particular job.

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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.

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

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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.

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

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

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.

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

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

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

10. CONTRACTOR's WORKMEN

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

11. DEFAULT:

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



12. TERMINATION :

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

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

13. FORCE MAJEURE:

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

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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.

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 Enquiry No: MM/181/E30038 dtd. 31.08.2024 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder :

Signature of the Bidder:

Place:

Date:

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Annexure – VII

Unpriced Copy of Price Bid

Note: Please **do not fill in Rates in this format**. Please fill in “**Quoted**” in the blank column provided against each.



From

To

SR MANAGER [MATERIALS] T&S,
CORPORATE MATERIALS, FACT LTD.,
PD-ADMINISTRATION BUILDING,
UDYOGAMANDAL - 683 501.

With reference to your above enquiry, we quote our lowest rates as below for all the items of work:

SI No	Cluster code	Destinations	Avg. Distance from Kochi (KM)	Estimated Qty for 1 year (MT)	Estimated Rate (Rs./MT)	All inclusive rate excluding GST (in Rs/MT). Do not fill in rates. (Pl. indicate Quoted/Not quoted)
1	Transportation of Bulk Gypsum by trucks/lorries from FACT CD at Ambalamugal to various destinations in AP01 cluster of Anantapur District, Andhra Pradesh	Anantapur	743	700	1250	
		Singanamala Mandal	770			
2	-- do -- AP02 cluster of Anantapur District, Andhra Pradesh	Talaricheruvu	780	17000	1275	
		Tadipatri	782			
3	-- do -- AP03 cluster of Anantapur District, Andhra Pradesh	Boyireddypalli	830	15000	1300	
4	-- do -- AP04 cluster of Kadappa District, Andhra Pradesh	Yerroguntla	772	25000	1250	
5	-- do -- AP05 cluster of Kurnool District, Andhra Pradesh	Boincheruvupalli	821	40000	1300	
6	-- do -- AP06 cluster of Kurnool District, Andhra Pradesh	Kurnool	860	35000	1325	

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7	-- do -- AP07 cluster of Guntur District, Andhra Pradesh	Guntur	1048	1500	1500	
8	-- do -- KA01 cluster of Mysore & Mandya Districts, Karnataka	Mysore	401	3500	980	
		Mandya	430			
9	-- do -- KA02 cluster of Ramnagar, Bengaluru & Tumkur Districts, Karnataka	Madapura Village	472	4000	1075	
		Peenya Industrial area	510			
		Bilekahalli	515			
		Tumkur	516			
10	-- do -- KA03 cluster of Chikkaballapur District, Karnataka	Thondebavi	610	50000	1100	
11	-- do -- KA04 cluster of Davangere District, Karnataka	Davangere	629	4500	1150	
12	-- do -- KA05 cluster of Bellari District, Karnataka	Bellari	750	55000	1250	
		Kudithini	750			
13	-- do -- KA06 cluster of Dharwad District, Karnataka	Ginegera	785	8000	1275	
		Hubli	798			
14	-- do -- KE01 cluster of Kottayam District, Kerala	Mevelloor	28	250	400	
15	-- do -- KE02 cluster of Alleppey District, Kerala	Cherthala	45	1500	450	
16	-- do -- KE03 cluster of Palakkad District, Kerala	Walayar	155	15000	675	
17	-- do -- TN01 cluster of Coimbatore District, Tamil Nadu	Madukkarai	171	65000	700	
18	-- do -- TN02 cluster of Ariyalur District, Tamil Nadu	Ariyalur	456	7500	980	

Goods and Services Tax (GST) shall be extra as applicable, as per statutory notification.

Note:

(i) In the BOQ sheet, the estimated rates are shown for each item (i.e. cluster). The bidder has to enter "**Excess (+) or Less (-) percentage**" against each item (i.e cluster) they wish to quote in the BoQ. This Excess (+) or Less (-) percentage quoted by the bidder against each item (i.e cluster) will be applied on the FACT's estimate for the respective item(s) of work in the BOQ,

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and the rate per unit of each item of work quoted by the bidder will be automatically calculated. Evaluation of bids and determination of the lowest bidder (L1) for each item shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per the schedule of work given in the Price Bid (BoQ) Format. The technically acceptable bidder who has quoted the lowest value in the BOQ for an item shall be selected as L1 bidder for that item.

(ii) Price Bids which are submitted in any other format are liable to be rejected.

(iii) If it is found and verified that bidder has committed any kind of malpractice while filling up the BOQ, he/she shall be immediately disqualified without further notice.

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



Place:

Name of the Bidder:

Date:

Signature of the Bidder

Seal

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FACT
CORPORATE
MATERIALS



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ANNEXURE – VIII

PRICE BID (PART-B)

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

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ANNEXURE-IX

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

To

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

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

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



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

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

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

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear 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

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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, fulfill and keep all conditions in the work order which will be deemed and taken to be part of this contracts as if the same had been fully set-out herein and FACT hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, FACT will pay to the Contractor at the time and in the manner set forth in the aforesaid work order and in the Annexure thereunto as accepted by Contractor vide his endorsement in the aforesaid work order, the amount or amounts calculated at the rate mentioned and as per terms stipulated therein as payment for the work. This agreement shall be in force up to ...

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

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

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

For

In the presence of witnesses:

1.



2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

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ANNEXURE -XI

INTEGRITY PACT

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal



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

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced/interested persons.

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

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

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

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

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

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

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

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

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



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

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

Section 4 - Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is

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entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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



Section 8 - Independent External Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other provisions



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

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

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

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

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

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

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

Place:
Date:

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

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



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Annexure- XII

Special Instruction to Bidders regarding submitting Price Bid (BoQ)

While submitting the BOQ (Price Bids), a window will appear with all the locations list and instruct to select "Yes" or "No". Without selecting either of the options it is not possible to go forward to further submission of price bid. Kindly select the locations in "ITE" details link and clearly indicate the places where quoted or not quoted by either choosing "Yes" for "Quoted" and "No" for "not quoted". Suppose a bidder enters "No" against a particular location in the "ITE" details link and quotes a rate in the BOQ Excel sheet, this will not be considered for evaluation. So please exercise enough caution and care while filling the particular window to avoid confusion during evaluation. **Please ensure that the locations indicated as Yes/No (for Quoted/Not quoted locations) selected in ITE details and locations indicated as Quoted/Not quoted in the un priced copy of price bid format and BOQ are the same.**

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