

THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)
Zonal office , Bhubaneswar , Odisha state

NOTICE INVITING TENDERS

Bids (two cover system) are invited from experienced transport contractors for undertaking the work of clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at **Brahampur (Jagannathpur) & Bargarh (Bargarh road) Rail Heads (RH) in Odisha state for a period of 3 months on Adhoc basis.** The details of works are described in the Scope of Work (Annexure-II) attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Terms and Conditions (Annexure-VI) applicable for the proposed contract.

1.0 General Information

Enquiry No.	DGM/MK/OD / 001 /2023-24 Dated 19.02.2024
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (Percentage Rate BOQ)
Date & Time for sending the Bid.	Reach zonal office, Bhubaneswar , Odisha before 03.00 pm on 28.02.2024
Date & Time of opening the Bid.	In zonal Office , Bhubaneswar , Odisha at 03.30 pm 28.02.2024
Name of Work/Description	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at Brahampur (Jagannathpur) & Bargarh (Bargarh road) Rail Heads (RH) in Odisha state for a period of 3 months
EMD	Rs.5,000.00/- by NEFT/RTGS
Security Deposit	5 % of the total contract value
Period of contract	3 months from date of commencement of work or finalisation of permanent contract whichever is earlier.
Contacts	1.Mr. Stalin Dhanaraj.D , DGM-AP Tel: +91 0866-2442080 & 9994646193 email: dgmapfact@gmail.com 2.Mr. Manas Ranjan, Senior Manager, Bhubaneswar , Odisha Email: marketing.od@factltd.com Mobile: 8984262183

2.0 TENDER DOCUMENTS

Visit our website www.fact.co.in for tender documents. The tender documents are also available at our **The FACT Ltd, Zonal Office, Plot no. EB. 829. First floor, Badagoda brit colony , Badagaoda, Bhubaneswar in Odisha state - 751018.**

3.0 PRE QUALIFICATION CRITERIA:

Please refer Annexure-III (Pre-qualification criteria for bidders)

4.0 EVALUATION OF BIDS:

4.1 The bids shall be evaluated based on the prequalification criteria and other terms and conditions stipulated in the enquiry.

4.2 The bidder has to enter a single "Excess (+) or Less (-) percentage" for each RH in the BoQ. This Excess (+) or Less (-) percentage quoted by the bidder will be applied on the FACT's estimate for each item of work for the each RH and the rate per unit of each item of work quoted by the bidder will be calculated. Evaluation of bids and determination of the lowest bidder (L1) for each RH 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 and computing the combined total value of all the items of work for the respective RH. The technically acceptable bidder who has quoted the least overall percentage of the total work amount in the BOQ for each RH shall be selected as L1 bidder for that RH.

4.3 In case more than one bidder become the L1 for a particular RH 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 request for submitting revised reduced price, with regard to submission, opening and evaluation of price bids shall be complied with for such revised bids. However, **while submitting the revised price bid, such bidders shall not increase the rates quoted by them in their original price bid**. In case more than one bidder continue to be L1 despite submitting the revised lower price bid as above, FACT reserves the right to accept the bid submitted by the bidder among those L1 bidders, having the highest capability in terms of volume of work handled at the RH during the period specified under PQ criteria. Purchase Preference shall be extended as per clause 8.0 of Instructions to Bidders.

5.0 PERIOD OF CONTRACT: The period of contract shall be three months from the date of commencement of work or till finalisation of permanent contract whichever is earlier as per letter of intent/work order.

6.0 DISQUALIFICATION: Existing FACT dealers attached to CWC/SWC which operates the RH will be disqualified as a bidder against enquiry for clearing, handling & transportation of bagged products at the RH.

7.0 ITEMS OF WORK / RH TO BID

7.1 Bidder may submit his bid for one or more RH. The bidder shall quote **rate for every item of work for the RH as applicable, without any omission**. Rates shall be quoted as per the price bid formats (BoQ) only.

7.2 All items of work covered under each RH will be evaluated together for determination of competitive L1 bidder for award of contract.

8.0 GENERAL

8.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been

received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

- 8.2. Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 8.3. FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and binding on the bidders.
- 8.4 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. Along with the bid as per **Annexure-XI**.

Note 1:The Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be attached with the tender documents.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 8.6 below. "

- 8.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from **The FACT Ltd, Zonal Office, Plot no. EB. 829. First floor, Badagoda brit colony , Badagaoda, Bhubaneswar in Odisha state – 751018.**
- 8.6 **For any clarification on this enquiry please contact the Shri. Manas Ranjan, Senior Manager Mobile: 8984262183, Zonal Office , Bhubaneswar , Odisha state .**

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Deputy General Manager
Odisha state

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders	6
2	Annexure II	Scope of Work	2
3	Annexure III	Pre-Qualification Criteria for bidders	1
4	Annexure IV	Vendor Data Updation (Declaration) Form	3
5	Annexure V	Compliance Statement	1
6	Annexure VI	Terms and Conditions	9
7	Annexure VII	Un-priced copy of Price bid format	1
8	Annexure VIII	Price bid format (BoQ)	1
9	Annexure IX	Proforma of Bank Guarantee for Security Deposit	3
10	Annexure X	Proforma of Agreement	2
11	Annexure XI	Integrity pact	4

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 copy of the above documents shall accompany their bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data 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 with all required supporting documents on or before the cut off time.
- 3.1 The documents, if any, which necessarily have to be submitted in originals if specified

specifically in the enquiry documents, shall be submitted along with NIT documents.

4.0 SUBMISSION OF BIDS:

The bid shall be submitted with all relevant documents, before due date and time in the above mentioned address 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 (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.
3. Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and copies of attached documents as detailed in Check list.
6. Signed & duly filled 'Compliance Statement'
7. **Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.**
8. Signed copy of Integrity Pact (only if specified in the NIT).

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

5.3 The priced BOQ shall be submitted 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. 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 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 submitted before due date and time. We will 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 is the responsibility of the bidder concerned. The bids may be submitted well in advance. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date 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 on a subsequent date, on completion of evaluation.

1.0 EARNEST MONEY DEPOSIT:

7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

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

7.3 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

2.0 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 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.

This tender is non-divisible for each RH destination.

3.0 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.

4.0 CONFORMITY:

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

11.0 Rates:

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

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

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

1.0 SECURITY DEPOSIT:

- 12.1 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** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed/ Electronic – Bank guarantee through Nesl DDE plate form within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.
- 12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and the Earnest

Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.

2.0 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.

3.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

1.0 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
 1. Address of the supplier/service provider's billing the item if it is different from 2 above
3. GST rates applicable for each item
4. 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
Odisha	21AAACT6204C1Z5

The supplier/contractor shall do the following:

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

GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on

GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre-Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre-Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the DGM (AP) ,The FACT Ltd, State office , Andhra Pradesh Tel: +91 0866-2442080 & 9994646193 email: dgmapfact@gmail.com & dgmap@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Marketing]- F 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.

17.0 TENDER UPDATES:

Bidders are requested to contact the Zonal Office, Odisha state as given above for any updates/corrigendum on the tender, including extension of due date, if any.

18.0 FRAUD PREVENION 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.

**Deputy General Manager
Odisha state**

SCOPE OF WORK & QUANTITY
CLEARING, HANDLING AND TRANSPORTATION OF BAGGED PRODUCTS AT BRAHMAPUR (JAG-ANNATHPUR) & BARGARH (BARGARH ROAD) RAIL HEADS IN ODISHA

The estimated quantity, scope of work (detailed in terms and conditions) and the requisite amount of EMD for the RH is given below:

Sl. No.	Items of work	Unit (UoM)	Brahmapur	Bargarh
1	RH Clearing & Allied Works - Item No. 8.1.1. of scope of work of Annexure-VI.	MT	10000	10000
2	Transportation from Rail Heads to Godowns/stock points/Dealer points within a distance of Up to 15km . -Item No. 8.1.2 of scope of work of Annexure-VI.	MT	2700	3000
3	Transportation from Rail Heads to Godowns/stock points/Dealer points within a distance of above 15 & not exceeding 25 km – Item No. 8.1.3 of scope of work of Annexure- VI	MTK	25200	25200
4	Transportation from Rail Heads to Godowns/stock points/Dealer points within a distance of above 25 & not exceeding 50 km – Item No. 8.1.4 of scope of work of Annexure- VI	MTK	76000	45600
5	☐ -do – within a distance of above 50 km & not exceeding 75 km –Item No. 8.1.5 of scope of work of Annexure-VI.	MTK	78750	94500
6	☐ -do – within a distance of above 75 km & not exceeding 100 km- Item No. 8.1.6 of Annexure- VI.	MTK	88000	132000
7	☐ -do – within a distance of above 100 km & not exceeding 125 km – Item No. 8.1.7 of scope of work of Annexure-VI.	MTK	169500	113000

Sl. No.	Items of work	Unit (UoM)	Brahamapur	Bargarh
8	☒ -do – within a distance of above 125 km & not exceeding 150 km – Item No. 8.1.8 of scope of work of Annexure-VI.	MTK	27600	69000
9	☒ -do – within a distance of above 150 km & not exceeding 175 km – Item No. 8.1.9 of scope of work of Annexure-VI.	MTK	16300	3150
10	☒ -do – within a distance of above 175 km & not exceeding 200 km – Item No. 8.1.10 of scope of work of Annexure-VI.	MTK	9400	9400
11	Loading of bagged products at ASC/Warehouse– Item No. 8.1.11 of scope of work of Annexure-VI.	MT	1000	1000
12	Unloading of bagged products at ASC/Warehouse–Item No.8.1.12 of scope of work of Annexure-VI	MT	1000	1000
13	Rebagging / standardisation at ASC / Warehouse – Item No.8.1.13 of scope of work of Annexure VI.	MT	100	50
14	Stenciling on Bags at ASC/Warehouse – Item No.8.1.14 of scope of work of Annexure-VI	MT	100	50
15	Restacking of bagged products at ASC/Warehouse–Item No.8.1.15 of scope of work of Annexure-VI	MT	500	250
16	EMD	Rs.	5000	5000

PRE-QUALIFICATION CRITERIA FOR BIDDERS

- 1.0 Only those bidders who meet the following 'Pre-Qualification' (PQ) criteria shall be qualified for further evaluation of their bids against this enquiry.
- 1.1 Bidder must have experience in clearing and handling of at least **1200 MT or above** from any RH (in single consignment) of bagged materials like fertilizers, sugar, cement, food grains etc. during any of the last five years as on the date of enquiry, for any organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts; which do their work mainly through public contracts.
- 1.2 Bidder must also have transported not less than **1200 MT** of bagged materials as above by road for any single organization as above, during any of the last five years as on the date of enquiry.

Documentary evidence in support of the above criteria including (i) copies of Work Orders (ii) Experience Certificate (iii) Performance Certificate, from Organizations served shall be enclosed along with the bid.

- 1.3 **Bidder shall furnish a Solvency Certificate (Original or Copy duly attested by a Notary) for Rs.10.0 Lakh for each RHs from a Nationalised/ Scheduled Bank along with Part-A Bid (Techno commercial Bid). The Solvency certificate issued shall be dated after three months prior to the date of enquiry.**

Note for Micro & Small Enterprises and Startups

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

The bidder shall submit the following documents in proof of above, along with Part A of the bid

- a) Copies of work orders, experience certificate, performance certificate relevant to that particular work order from the clients indicated at criterion 1.1 & 1.2 above.
- b) Copy of Solvency certificate (Original/Copy duly attested by a Notary) for a minimum of Rs.10.0 Lakhs for each RH from a Nationalised/Scheduled Bank issued dated after three months prior to the date of enquiry in proof of criterion 1.3 above. Original/Copy duly attested by a Notary to be furnished offline. Note: For bidders quoting for more than one RH, **A single consolidated Solvency certificate from a single bank shall be furnished.**

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

ANNEXURE-IV

VENDOR DATA UPDATION FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

Sl. No.	Description	To be filled in by Vendor
1	Name of the bidder	
2	Address and designation of the Bidder	
3	Telephone Nos. (with Country/STD codes)	
4	Tele fax Nos.	
5	E-Mail id	
6	Constitution of the firm: (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company
7.	Year of Establishment	
8.	Name, Address ,Telephone Nos. of Proprietor/Partner/Directors	
a.	Name	
b.	Address	
c.	Phone No.	Office: Residence:
d.	Mobile No.	
e.	Fax No.	
f.	Email id.	
9	Name and Address of the authorised signatory	
10.	CATEGORY:	
a	Whether the entrepreneur comes under the following status (please tick) In case of Micro/Small pl. enclose Udyam Registration certificate and declare Udyam Registration number in CPP Portal	Micro/Small/Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	

Note: All MSE bidders shall register / declare their Udyam registration Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.

11 Details of EMD					
	RH Location Quoted	Name of Bank/issuing Branch	UTR No./Challan/ Receipt No.	Date	Amount(Rs.)
i.					
ii.					
iii.					
iv.					
v.					

Scanned Copies of the following documents (Sl.No.12 to 18) shall be attached along with Part A bid.

12	Document showing Provident Fund code No.			
13	PAN CARD No.			
14.	GST Registration Certificate			
15.	Copy of Audited Balance Sheet and Profit & Loss A/c (for 3 years 2018-19, 2019-2020&2020-21)			
16	Authorisation Letter/Document certifying the name and signature of authorised signatory			
17.	Copy of certificate for having registration with ESI			
18.	Power of attorney in favour of Authorised signatory			
19	Mobilization Period			
20	Name of the Bank and the Branches with which bidder has dealing			
	1) Details of credit limits/facilities enjoyed			
	Sl.No.	Name of the Bank	Type of credit(ie CC/C, O/D etc.	Amount of credit limit sanctioned
	a.			
	b.			
	c.			
21. Please furnish the following details along with your Banker's Authorisation letter:				
a)	Income Tax PAN No.			
b)	GST Registration No.			
c)	Name of the Bank with address			
d)	Name of the Branch with address			
e)	MICR Code			
f)	IFSC Code			
g)	Account Type			
h)	Bank Account No.			

i)	Account holder's Name	
j)	Vendor email address	
22	Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
23	Whether your contract was terminated before expiry of contract period or security deposit/EMD forfeited by FACT or any other Public Sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
24	Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal offence	Yes/No
25.	Are you a fertiliser dealer of FACT attached to the ASC which operates the RH, for which bid is submitted.	Yes/No
26	Declaration on Proprietor/Partners/Directors	
	Full Name of the Proprietor/Partner/Director	Name of the other firm(s) of which bidder is a proprietor/partner/Director
a		
b		
c		
d		
	I/We hereby solemnly declare that the Proprietor/Partner/Director of this firm/company mentioned at Sl.No.(s) above is/are common/not common(Strike off whichever is not applicable)/with any other firm/company who has applied for against same advertisement. In case of common Proprietor/Partner/Director in other firm, who has applied against same advertisement, pl mention the name of the firm/firms.	

DECLARATION

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

Authorised Signatory,

Date:

Name :

Place:

Designation :

Signature :

(Seal)

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the Enquiry No: DGM/MKT/ OD/ 001/ 2023-'24 dt 19.02.2024 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:

(Seal)

TERMS AND CONDITIONS OF CONTRACT

**CLEARING, HANDLING & TRANSPORTATION OF BAGGED PRODUCTS AT BRAHMAPUR & BARGARH RHs IN
ODISHA STATE**

1 DEFINITIONS

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

2. PERIOD OF CONTRACT

The period of Contract shall be for **three months or till finalization of the permanent contract** from the date of issue of Letter of Intent (LOI)/ Work order, whichever is earlier.

3. AGREEMENT

Contractor to Execute Agreement: The contractor shall execute an Agreement with FACT, within 15 days of receipt of the Work Order. The Agreement shall be executed on stamp paper (of appropriate value) as per the proforma as specified by FACT.

4. SECURITY DEPOSIT

- 4.1** The contractor shall furnish an interest free Security Deposit (SD) equivalent to 5 % (five percentage) of the total initial Work Order value as given in the Work Order (irrespective of actual quantity of work executed during the contract period), by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed by FACT within 15 days of receipt of the work order.
- 4.2** In case the contractor fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money Deposit (EMD) if applicable shall be forfeited and alternative arrangements made at the risk and cost of the contractor. The contractor will also be liable for getting delisted from FACT and will not be eligible to participate in future tender(s) as per FACT's policy in vogue.
- 4.3** The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor

shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

5. FIRMNESS OF RATES

5.1 The rates shall be firm throughout the contract period. No charge/claim on any account, incidental or otherwise, other than expressly provided in the contract, shall be payable by FACT.

5.2 Rate Revision Clause: Whenever the retail price of HSD is revised by oil marketing companies in Public Sector vis-a-vis the base rates given in the contract, the transportation rates shall be revised based on simple average of the diesel price variation for the full month or part thereof. The HSD price prevailing at the respective RH location on the date of bid opening (Pre-qualification cum Techno-Commercial Part (Part-A), shall be the base rate for the above purpose. For an increase or decrease of one Rupee per litre for HSD applicable at the place of RH, the transportation rates shall be increased or decreased by 1.75 Paise per MT per km. The above revision shall be calculated (i) on pro rata basis for the actual increase / decrease of HSD price and (ii) for one way (single) distance only. For e.g. for an increase or decrease of Rupee 'Δ' per litre in the price of HSD, the transportation rate shall be increased or decreased by Paise (1.75 x Δ) per MT per km). Distance (km) of each destination from the RH shall be taken for calculating the revised rate for the respective destination.

6. QUANTUM OF WORK:

The quantum of work depends up on various factors like agro-climatic conditions, market requirement, supply plan issued by Government, production at FACT's plants / arrival of shipments, availability of rake etc. and the quantum indicated in the W.O. is only indicative. FACT reserves the right to reduce or increase the quantum of work at any time without assigning any reason whatsoever and the contractor shall carry out the work as per actual quantity requirements of FACT at the same rates and terms & conditions as per the W.O. The contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantum of work.

7. GOODS AND SERVICES TAX (GST)

Rates given in the Work Order are exclusive of GST and the contractor or FACT, as the case may be, shall remit GST in compliance with the statute. In case GST has to be paid by the contractor as per relevant Rules & Regulations the same shall be reimbursed to the contractor against documentary proof.

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 will 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

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

Odisha : 21AAACT6204C1Z5

The supplier/contractor shall do the following:

22. Submit GST compliant tax invoice to FACT along with supply.

23. Shall ensure uploading the above invoice as per statute &

24. 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.

8. SCOPE OF WORK

8.1.1 Clearing of bagged products (such as fertilizers, gypsum, or any other materials) from railway wagons at the Rail Head (RH), **unloading on to railway platform (if necessary), and loading on to trucks/lorries** placed by the contractor/dealers of FACT for onward movement to required destinations. FACT has made all arrangements for ensuring correct quantity of products loaded into railway wagons and trucks/lorries in our premises as well as from various Port godowns. The contractor is free to engage his representative at the loading points at (i) Kalamassery Railway Siding, Kochi, (ii) FACT Cochin Division, Ambalamedu, Kochi, and (iii) seaports like Tuticorin, Kochi etc., if he so wishes, to witness rake loading so as to satisfy himself with the system followed. The contractor shall clear, handle and deliver at RH the full quantity as per RR without any shortage. Cost of shortages, if any, found between the RR quantity and delivered quantity at the RH will be recovered from the dues/bills of the contractor, if the seals of the wagons are intact, at 150% of the value (MRP plus Govt. Subsidy) of product as applicable. If the seals of the wagons are broken / tampered with, the matter may be reported to FACT and clearing of such wagons shall be done only with the permission and under supervision of FACT.

8.1.2 Transportation of bagged products in trucks / lorries placed by the contractor from RH to godown (s) / Stock points/ Dealer's points situated within a distance not exceeding 15 km from the RH as given in the contract.

8.1.3 Transportation of bagged products in trucks/lorries placed by the contractor from RH to

godowns / stock points / dealer's points situated within a distance of above 15 km & not exceeding 25 km.

8.1.4 Transportation of bagged products in trucks/lorries placed by the contractor from RH to godowns / stock points / dealer's points situated within a distance of above 25 km & not exceeding 50 km

8.1.5 - do - but within a distance of above 50 km & not exceeding 75 km from the RH

8.1.6 - do – but within a distance of above 75 km & not exceeding 100 km from the RH

8.1.7 - do – but within a distance of above 100 km & not exceeding 125 km from the RH

8.1.8 - do - but within a distance of above 125 km & not exceeding 150 km from the RH

8.1.9 - do - but within a distance of above 150 km & not exceeding 175 km from the RH

8.1.10 - do - but within a distance of above 175 km & not exceeding 200 km from the RH

8.1.11 Loading of bagged products at FACT ASC godowns and any godown/s rented by FACT, on to Trucks/lorries placed by FACT's dealers or other agencies, weighing of bagged products, if necessary, as per instructions given by the authorised personnel at ASC.

8.1.12 Unloading of bagged products at FACT ASC godowns and any godown/s rented by FACT from Trucks/lorries, weighing of unloaded bags (if necessary) and stacking in the godowns as per instructions given by the Sales Officer (SO) / Sr.Agro Service Officer(SASO) / Depot Officer(DO) or his authorised staff at the ASC. Unloading of bagged products transported to dealer's godown / State/Central Warehousing Corporations godown's is excluded from the scope of the contractor.

8.1.13 Re-bagging including removing the bagged products from the stack, refilling the same in fresh bags, standardisation of rebagged products including weighing, stitching using thread suitable for HDPE bags and restacking. FACT shall provide empty bags for rebagging purpose. Stitching machine and thread for stitching (suitable for HDPE bags) shall be provided by the contractor at his own cost.

8.1.14 Stenciling of Maximum Retail Price/subsidy details on the bags (filled with 50 kg product or on empty bags) at ASC / any godown/s rented by FACT, as per instructions given by the authorised personnel at ASC / any godown/s rented by FACT using stencil plate, brush, paint etc., provided by the contractor **at his own cost.**

8.1.15 Re-stacking, i.e., removing the bagged product from the stack and again stacking as per instruction given by the authorised personnel at ASC / any godown /s rented by FACT.

8.2 The quantity cleared, handled, transported, etc. as per paragraphs 8.1.1 to 8.1.12 above shall be assessed by computing the weight considering 20 numbers of bags filled with products as equivalent to one MT (1,000 kg) irrespective of actual gross weight of individual bags and shall not be based on weighment of individual bags or otherwise. In the case of transportation under paragraphs from 8.1.3 to 8.1.10 the UoM shall be MTK, i.e. the product of quantity in MT worked out as above and the distance in km. For e.g. transportation of 300 bags (15 MT) filled with products by truck for a distance of 120 km

constitutes a quantity of $(120 \times 15) = 1800$ MTK. For serial numbers from 8.1.3 to 8.1.10 above, the rates are in **“Rupees per MT per km”**. The UoM for the above items is **“MTK”** (quantity in MT multiplied by distance in km). By multiplying the rate in **Rs. per MT per km** with the actual quantity in **MTK** (quantity in MT transported x distance in km between the RH and the delivery point) will be the value of the respective transportation work. In the case of transportation under paragraph 8.1.2, {within a distance not exceeding 10/15 km from RH} the rate (Rs. per MT) shall be applicable for the quantity assessed as above irrespective of the actual distance from RH within the distance limit specified.

- 8.3 The contractor or his authorised representative shall liaise with Railways and monitor arrival schedule of rakes at the RH.** The contractor or his authorized representative shall contact the Sales Officer (SO)/Sales-in-Charge (SIC) /Sr. Agro Service Officer (SASO)/Depot Officer (DO) or his authorised personnel at the ASC concerned and collect necessary documents and instructions for despatches.
- 8.4** The contractor shall provide adequate number of labourers and lorries/trucks for clearing, handling and transportation of products as required by FACT at short notice without causing any delay and levy of demurrage/wharfage by railways. The contractor shall follow the extant rules of railways and ensure that the bagged products are promptly cleared from the wagons at the RH within the allowed free time given by railways from time to time, so as to avoid incidence of demurrage / wharfage. Whenever consignment arrives before receipt of Railway Receipt (RR), the contractor shall arrange to clear the consignment on indemnity bond, in order to avoid any demurrage or wharfage. In case of failure by the contractor to clear, handle and transport the required quantity within the free time allowed by railways all costs inter-alia demurrage / wharfage, incidental to such failure shall be to the account of the contractor..
- 8.5** The contractor shall carry out all works incidental to the scope of work stated above, whether expressly mentioned herein or not, for executing the contract to the satisfaction of FACT.
- 8.6** Transportation of bagged products shall be undertaken in lorries / trucks only. Products loaded on trucks/lorries shall be secured and protected by covering with tarpaulin irrespective of weather condition. The bagged products are to be handled with due care and hooks shall not be used while handling so as to avoid damage to products.
- 8.7** As per the instructions given by SO/SIC/SASO/DO the contractor shall directly transport and deliver the products to ASC godowns / any other warehouse rented by FACT/Stock Points/Dealer’s godowns, immediately after clearing the goods from RH. Whenever sale takes place from RH either in part or in full, the contractor shall load such quantities on to the trucks/lorries placed by FACT’s dealers, or other agencies for onward dispatch to the dealers’ godowns/specific locations and the balance quantity only shall be transported to ASC godowns / any other warehouse rented by FACT/Stock Points/Dealer’s godowns.
- 8.8** In the case of transportation of bagged products as per scope of work, distances from the RH to various godowns of ASC/ Warehouse / dealer etc., as verified by a committee of FACT officials, would be the basis for working out transportation charges. Wherever the distances verified by FACT’s committee are not available, distance certificates issued by National Highway Authority of India or State Highways authorities or State Road Transport Corporation or Automobile Association of India, as available shall be considered as the

basis for release of payment. For all such cases, Zonal Manager (ZM) /SM shall certify the bills for payment based on the said documents.

- 8.9** FACT shall not be responsible for any delay in unloading the bagged products at the ASC Godown or any warehouse taken on rent or dealer's godowns or any other destinations. No detention charges for trucks at the loading/unloading points or any locations shall be payable to the contractor under any circumstances whatsoever.
- 8.10** In the case of RH sales and delivery to FACT's dealers as per instructions of FACT officials viz. SO/ SIC / SASO / DO, any delay in clearance of rake due to delay in placement of lorries directly attributable to the dealers, the responsibility regarding the demurrage/ wharfage so incurred will be decided on a case to case basis by the Zonal Manager/Marketing (ZM) concerned. The contractor shall keep in constant touch with SO/ SIC / SASO / DO, at the ASC concerned and carry out the works.
- 8.11** If railways demand any legally valid charges including undercharges at the time of clearance of rake, the contractor shall make the payment to railways under intimation to SO/ SIC / SASO / DO and clear the rake without delay. However, if demand of railways appear to be not valid, the contractor will make payment under protest under intimation to SO/ SIC / SASO / DO and clear the rake without delay. In such cases, a copy of the letter of protest issued by the contractor acknowledged by railways should be forwarded to FACT. The contractor may claim reimbursement from FACT of the amounts so paid, producing (i) the payment receipt in original from railways and (ii) letter of protest, if any, duly acknowledged by railways in original.
- 8.12** The contractor or his representative or his workmen shall not interfere, obstruct, cause to be interfered with any work entrusted with other contractors by FACT and in the event of his non-compliance with the above FACT will take appropriate remedial action as deemed fit at the risk and cost of the contractor. Any damage caused to FACT's own or hired building/equipment or any property of Dealers of FACT etc., due to the negligence of the contractor or his workmen, will be to the account of the contractor and FACT shall be indemnified by him in all such cases.
- 8.13** **Safe handling / carriage:** Contractor is entirely responsible for carrying out the work in a safe manner and he shall ensure safe handling, carriage and delivery of bagged products. In case the shortage/damage/non--delivery of products occurs due to reason(s) attributable to the contractor, FACT shall deduct 150% of the value (MRP plus Govt. subsidy) of product so affected as applicable from the contractor's bills / security deposit etc as necessary.
- 8.14** The bagged products are to be handled with due care and caution ensuring that no bagged product gets damaged during handling. If any loss or damage is caused to the bags or materials as a result of negligence or carelessness of the contractor or the workmen engaged by him, the contractor shall be liable to compensate FACT for such loss or damages. In case of cut and torn bags, Rs.30/- per bag shall be deducted from his bills as damages in addition to the cost of the material, if ascertained that the bags are cut & torn on account of the contractor.
- 9.0** **DELIVERY**
- 9.1** Bagged products entrusted with the contractor shall be transported to and delivered at the destinations as expeditiously as possible with in the same day/next day as practically

workable, but in any case not exceeding 3 (three) days. No transshipment is envisaged for transportation. In case the bagged products are held up en-route and delivery is likely to exceed the normal time as above, due to break-down or accident or for any other reason(s), the matter shall be promptly intimated over telephone on occurrence of such event followed by fax / E-Mail to (i) The Sales Officer / Depot Officer of the ASC concerned (ii) The Zonal Manager (Marketing) concerned.

- 9.2** Acknowledgment shall be obtained on the Delivery Challan (DC) / Material Despatch Advice (MDA) from the Consignee at the destination point, with office seal, signature, date and time of delivery etc., on all copies, which shall be the basis for proof and date of delivery. In the case of delivery to the Warehouse/Godowns/Dealers other than FACT ASC, the contractor shall deliver the goods to the same and shall obtain acknowledgment of the delivery on all copies of the DC/MDA and get office seal, signature, date and time of delivery etc., on the DC/MDA, from the authorised personnel of the Warehouse/Godown/Dealer. Immediately on delivery of goods, one acknowledged copy of the DC/MDA shall be submitted to the FACT Sales Officer/Depot Officer/ Depot Assistant concerned, for their certification.
- 9.3** In case the contractor fails to comply with the above requirements FACT reserves the right to recover 150 % of the value (MRP plus Govt. Subsidy) of product as applicable without prejudice to other contractual rights of FACT.

10 COMPLIANCE OF ACTS AND RULES & REGULATIONS:

- 10.1 The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and the Rules and Regulations thereof:** The contractor shall ensure full compliance with the above Acts and Rules & Regulations. The workers deployed by the contractor for the work shall be covered under the above Acts. The contractor shall be responsible for making all payments to his workmen, including ESI and PF benefits etc., as applicable. The contractor shall maintain proper records relating to labour employed, wages paid etc in the prescribed proforma as per the relevant provisions of the Acts and Rules & Regulations. Copies of the returns acknowledged / accepted by the competent office/authority prescribed in the Act, duly attested by the authorised signatory of the contractor, shall be submitted to FACT before final settlement of the contract. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer on account of the above, such expenditure/loss shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.
- 10.2** Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.
- 10.3** The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization,

as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

11.0 PAYMENT

11.1 Payment for the work done as per this contract shall be effected as per the terms and conditions of the contract, on presentation of the bills to the ZM of the respective Regional Office of FACT, duly certified by the SO/SIC concerned. The Bills in duplicate in the prescribed proforma shall be submitted on completion of the work duly supported by copies of the DC/MDA acknowledged by the authorised personnel of ASC/ Warehouse/ Godown / Dealer concerned. Payment of bills to the contractor will be made through NEFT/RTGS from the respective Regional Office normally within 15 days from the date of submission of bills along with all supporting documents.

11.2 Payments shall be made after deduction of (i) amounts due from contractor to FACT on account of shortage/damages/loss to the goods entrusted to them, (ii) statutory deductions such as Income Tax, GST etc. as applicable and (iii) 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 pay FACT the balance amount without delay.

12. ALTERNATE ARRANGEMENT AT THE RISK & COST OF CONTRACTOR

In the event of failure on the part of the contractor to execute the contract to FACT's satisfaction FACT may give notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. If the contractor still fails to make good failure as called for, FACT reserves the right to terminate the Contract in whole or part and make alternate arrangements to carry out the work through other agencies or by themselves **at the risk and cost of the contractor** without prejudice to FACT's other rights as per the Contract. FACT shall recover all additional costs incurred for such alternate arrangements from the contractor's running bills or from any amounts due to the contractor.

13. INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep FACT or any representative or employee of FACT fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, byelaws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of FACT, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor shall do so and if FACT has to take-over the liability, FACT shall deduct all amounts arising out of such liabilities from the security deposit of the contractor or from any other amount due and payable by FACT to the contractor under this Contract or any other Contract and without

prejudice to any other legal remedy available to FACT.

14. CONSTITUTION OF THE CONTRACTOR

Any alteration in the composition or constitution of the contractor and events like death / resignation of Proprietor/Partner/Director, contractor becoming bankrupt /insolvent/ liquidated /under BIFR shall be notified to (i) SO /SIC/ SASO/DO concerned, (ii) ZM concerned, (iii) The Area Manager (Marketing) concerned and (iv) The Chief Distribution Manager, Marketing Division, FACT Limited, Udyogamandal within a week's time of the event. In such situations FACT reserves the right to terminate or continue the contract or to require the contractor/survivor to produce such documents or to conform to such formalities for continuing the work, as FACT deems fit.

15. ASSIGNMENT

The contractor shall not assign or transfer or sublet the contract or any part thereof without the prior written approval of FACT.

16. FACT'S LIEN ON ALL MONEYS DUE

FACT shall have a lien on all/any money that may become due and payable to the contractor under these presents, and/or also on the deposit or security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to FACT by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between FACT and the contractor and further that FACT shall at all times be entitled to deduct the said debt or deposit which may become payable to the contractor under these presents.

17. TERMINATION OF CONTRACT

FACT at its entire discretion may terminate the contract either in part or in full after giving 7 (Seven) days' notice in writing to the contractor.

18. FORCE MAJEURE

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

19. APPLICABLE LAW & SETTLEMENT OF DISPUTES

This contract shall be subject to and shall in all respects be governed by Indian law. If any dispute arises out of or relating to or in connection with this contract, between the

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

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

20. CORRESPONDENCE

All notices and correspondence (including via Telephone, e-mail & FAX) shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or posted to the address so given. In the event of refusal to accept any notices and correspondence or failure on the part of authorised agent to contact the SO/SIC/SASO/DO or his authorised at the concerned Agro Service centres as applicable, notice of contract shall be deemed as served.

21. FRAUD PREVENTION POLICY OF FACT

FACT, a Central Public Sector Enterprise (PSE) follows Centralized 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. Contractor shall make himself aware of the above policy and comply with the same.

FACT ODISHA ZONAL OFFICE	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at Brahmpur & Bargarh Rail Heads (RH) in Odisha state	Tender No: DGM/MK/OD/ 001/ 2023-'24 Dated. 19.02.2024
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ANNEXURE-VII

PROFORMA OF UNPRICED COPY OF PRICE BID

	Clearing & Allied Works - Item No. 8.1.1. of scope of work of Annexure -VI.	Transportation from Rail Heads to Godowns/stock Dealer points/within a distance of Up to 15km	Transportation from Rail Heads to Godowns/stock Dealer points/within a distance of above 15 & not exceeding 25 km	Transportation from Rail Heads to Godowns/stock Dealer points/within a distance of above 25 & not exceeding 50 km	do – within a distance of above 50 km & not exceeding 75 km	-do – within a distance of above 75 km & not exceeding 100 km	-do – within a distance of above 100 km & not exceeding 125 km	-do – within a distance of above 125 km & not exceeding 150 km	-do – within a distance of above 150 km & not exceeding 175 km	-do – within a distance of above 175 km & not exceeding 200 km	Loading of bagged products at ASC/ Warehouse	Unloading of bagged products at ASC/ Warehouse	Re bagging /Standardization at ASC/warehouse	Stenciling on Bags at ASC/ Warehouse	Restacking of bagged products at ASC/ Warehouse	Indicate “Quoted” only against the RH destinations that you have quoted.
BRAHMAPUR	10000	2700	25200	76000	78750	88000	169500	27600	16300	9400	1000	1000	100	100	500	
Estimate	185	175	13	12.5	11.00	9.00	8.00	8.00	7.00	6.50	100	100	50	100	150	
BARGARH	10000	3000	25200	45600	94500	132000	113000	69000	3150	9400	1000	1000	50	50	250	
Estimate	150	170	13	10	9.50	9.00	6.50	6.50	5.50	6.00	90	90	100	100	150	

- (i) In the BOQ, the estimated rates are shown for each item. The bidders are required to quote rate as overall percentage above or below the total Work order amount for the tentative quantity indicated in the BoQ. The bidder can choose either excess or less in order to quote above or below the estimated rates respectively before quoting the percentage value.
- (ii) The quoted percentage rate will be applied to rates of all the items and Total amount. GST shall be extra.
- iii) Please note that the UoM for the slabs 15-25 km to 175-200 km is "MTK" (quantity in MT (1000 Kg) multiplied by distance in km) as the point of delivery and quantity to be transported would depend on actual requirement which cannot be ascertained now. Therefore multiplying the rate for these slabs (Rate computed from the quoted percentage) quoted in Rs. Per MT per Km with the quantity in MTK (as provided in the enquiry) will give the value of the respective transportation work.
- (v) **Bidder shall mark the items quoted as "Quoted" as applicable in the unpriced bid for the particular RH and submit along with Part A bid.**

(Signed by)

Authorised Signatory

Place.....

Name & Address of the Bidder.....

Date:

Part –B

PROFORMA OF PRICE BID

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

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH
Rs.500/-)

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

Whereas FACT , Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Contractor) for the work 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 fulfillment 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 undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

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

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

We..... further agree that the guarantee herein contained shall remain in full force and

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the

company is situated and no other court shall have jurisdiction in the matter.

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

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

Dated this day ofTwo thousand and

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

AGREEMENT

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

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

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

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

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

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

said condition shall be returned to the contractor.

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

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
 - 2.
-

(To be executed on ₹ 500/- Non-judicial Stamp Paper)

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

- 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.

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

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.

(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.

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

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

Place:

Date:

Witness1:
(Name & Address).....

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