

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD  
(A Government of India Enterprise)**

**NOTICE INVITING e-TENDERS**

1.0 The Fertilisers and Chemicals Travancore Limited (FACT), Udyogamandal, Cochin invites offers from Customs-approved Container Freight Station (CFS) Operators for undertaking the work of providing Container Freight Station services for the import of consignments of approximately 3000 MT ( $\pm 10\%$ ) of granular Sulphur for a contract period of one month from the date of commencement of work.

**Considering the urgency, successful bidder/contractor shall commence the work immediately on issue of LOI/Work Order by FACT.**

**1.0 General Information**

Enquiry No.	MM/182/32793 dated 05.01.2026
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Submission of bids	The bids shall be submitted through below emails with all relevant documents before due date and time. PART A-Technical bid shall be only sent to: <a href="mailto:cfs-technicalbid@factltd.com">cfs-technicalbid@factltd.com</a> . PART B-Price bid shall only be sent to: <a href="mailto:cfs-financialbid@factltd.com">cfs-financialbid@factltd.com</a>
Due date & time for Submission of bids	<b>09.01.2026 / 4:00 P.M.</b>
Date & Time for opening of Part A of the Bid.	<b>09.01.2026 / 4:30 P.M.</b>
Name of Work/Description	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular sulphur.
EMD	<b>Rs. 39,600</b> / - and shall be remitted as detailed in clause 7.0 of Instruction to Bidders
Security Deposit	5% of the total contract value shall be deducted from the first bill.
Period of contract	One month from the date of commencement of work as stipulated in the work order/LOI
Contacts for Tender details	1) Mrs. Deepu, Tel: +91 484 2568633, e-mail: <a href="mailto:deepu@factltd.com">deepu@factltd.com</a> 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: <a href="mailto:jayakumarp@factltd.com">jayakumarp@factltd.com</a> .

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 1

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

2.0 **TENDER DOCUMENTS (e-TENDER):** Visit our website [www.fact.co.in](http://www.fact.co.in) (<https://fact.co.in/→Tenders→Notice Inviting Tenders→Major open tenders>) and search using tender id **MM/182/32793** for tender documents. Bid submission shall be as detailed in Instruction to bidders (**Annexure I**).

### 3.0 **EVALUATION OF BIDS:**

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

3.2 Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.

3.3 If there is a tie in the L1 position for the work, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders.

### 4.0 **DISQUALIFICATION**

FACT reserves the right to disqualify the bidder and to reject his bid, in case he is a defaulting contractor at FACT / other PSEs / Govt. Departments or against whom any criminal case, departmental enquiry or vigilance investigation/report is pending.

### 5.0 **GENERAL**

5.1 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 quoting against this tender (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.

6.2 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.

6.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive

6.4 The Un-priced bid (Annexure-VII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable.

6.5 Bidders shall quote prices in the BOQ only and not elsewhere. The rate shall be firm throughout the contract period, Rates shall be quoted in the same unit of measure given in the BoQ and shall be considered accordingly. No other documents shall be enclosed with Price Bid (BOQ).

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 2

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

6.6 Any information on site familiarization / nature of work, if required by the bidders, can be had from AGM(WI)CD- 0484 2666739 or any officer authorised by him may be contacted.

6.7 For any clarification on this enquiry please contact Asst.Gen. Manager (Materials)T&S, [Phone- 0484- 2568345] or Deputy Manager (Materials)-T&S [Phone No.0484-256 8633], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

***For The Fertilisers and Chemicals, Travancore Limited***

**Asst. Gen. Manager (Materials) T&S**

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 3

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	Annexure I	<i>Instructions to Bidders</i>	9
2	Annexure II	<i>Pre-Qualification Criteria for bidders</i>	1
3	Annexure III	<i>Vendor data updation (Declaration) Form</i>	3
4	Annexure IV	<i>Compliance Statement</i>	1
5	Annexure V	<i>Special Terms &amp; Conditions of contract</i>	4
6	Annexure VI	<i>Standard Terms and Conditions</i>	8
7	Annexure VII	<i>Un-priced copy of Price bid format</i>	1
8	Annexure VIII	<i>Price bid format (BoQ)</i>	1 (Separate Excel Sheet)
9	Annexure IX	<i>Proforma of Agreement</i>	1

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 4

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## 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 tender shall be submitted offline as detailed in clause 4&5 below. Offers submitted on any other platform or in any other mode or any other e-mails, physical submission of offers etc. SHALL NOT be accepted.
  - 3.1 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.
  - 3.2 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents (*If any*) 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 Asst. General Manager (Materials)T&S, Corporate Materials,  
PD Administrative Building, FACT Ltd., Udyogamandal PO,  
Kochi – 683 501, Kerala

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 5

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

#### 4.0 SUBMISSION OF BIDS:

**The bids shall be submitted through email with all relevant documents before due date and time as detailed below:**

**PART A-Technical bid shall be only sent to: [cfs-technicalbid@factltd.com](mailto:cfs-technicalbid@factltd.com)**

**PART B-Price bid shall only be sent to: [cfs-financialbid@factltd.com](mailto:cfs-financialbid@factltd.com)**

**Note:** Both bids should be submitted as password-protected attachments, preferably in .rar or another compressed file format. If the attachment size is large, multiple emails may be sent. The password for the bids shall be shared by the bidder only upon request at the time of bid opening.

**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).

**5.2 Part-B (Financial Bid): shall comprise of the filled Price bid. The format for the price bid is provided separately in an Excel sheet. Bidders should fill all the relevant details, print the filled format, sign it, and send a scanned copy (pdf format) to [cfs-financialbid@factltd.com](mailto:cfs-financialbid@factltd.com) before the specified due date and time.**

- 5.3 The priced bid shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the price bid is not permitted.
- 5.4 Fill-in all the relevant fields of the price bid either in value or as a percentage as specified in the price bid. Blank field, if any, in the uploaded price bid 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 price bid format only and nowhere else. No other documents shall be enclosed with Price Bid.
- 5.6 Rates shall be quoted in the same unit of measure given in the price bid and shall be considered accordingly.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 6

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

5.7 Bidders shall ensure that all the required documents as per enquiry are submitted through the specified email before due date and time. The submission of bids or any other document forming part of the bid after due date & time of bid submission will not be allowed. 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 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.

## 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](http://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.

7.2 EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
TRANSPORTATION & SERVICES	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	 FACT 7

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.

Account Type : Cash Credit

Account No : 57017844467

IFS CODE : SBIN0070158

Name of Bank: State Bank of India

Branch : Udyogamandal

District : Ernakulam

State : Kerala.

**Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

7.3 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/Registered labour contract co-operative society as per applicable govt. directions, on submission of valid documents in proof of the same.

7.4 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. 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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 8

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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.**

#### **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 30days from the date of opening of the Price bid (Part-B). 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 30 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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 9

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## 12.0 SECURITY DEPOSIT:

12.1 Security Deposit (SD) equivalent to five percent (5%) of the total contract value shall be deducted from the first bill of the successful bidders' (Contractors') bills.

The Security Deposit shall remain at the entire 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. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.

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

## 13.0 PURCHASER'S RIGHT:

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

## 14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
TRANSPORTATION & SERVICES	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	 FACT 10

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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.

Payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B".

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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 11

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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 Assistant. General Manager(Materials)T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal-683501, ransitTel 0484-2568345; Email: jayakumarp@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 Chief General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

16.8 Work order shall be issued by Asst.General Manager [Materials] T&S.

#### **17.0 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.

#### **18.0 TENDER UPDATES:**

Bidders are requested to visit FACT website 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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 12

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## 19.0 MAKE IN INDIA

19.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

19.2 For the purpose of extending purchase preference as in Cl. 19.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

19.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

## 20.0 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 факт.ко.ин](http://www факт.ко.ин).

**ASST. GENERAL MANAGER (MATERIALS) T&S**

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 13

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## ANNEXURE-II

### Pre-Qualification Criteria for bidders

No	Conditions	Documents Required
1	The bidder shall have facilities like cranes, forklifts and weigh bridge for unloading of containers from trucks, de-stuffing, loading cargo on to trucks and to measure weight of trucks.	Self-declaration by the bidder indicating the available facilities which mandatorily shall include details of cranes, forklifts and weigh bridges in use at the yard
2	The bidder shall be an authorised container freight station (CFS) operator.	Self-attested copies of notification issued by Customs department as per section 45(1) of the Customs Act 1962 authorising the bidder
3	The bidder shall have an Average Annual Financial Turnover of minimum Rs. 5 lakhs during the last three financial years, ending 31.03.2025.	Copies of Balance Sheet and Profit & Loss Accounts audited by a practicing Chartered Accountant / Certificate of Turnover issued by a Practicing Chartered Accountant for the last three financial years, ending on 31.03.2025 shall be submitted as proof.

#### **Note:**

1. All relevant documents for satisfying the pre-qualification criteria shall be enclosed in the techno-commercial bid, without which the offer is liable to be rejected without seeking further clarifications. FACT shall have the liberty to verify the documents/data submitted by the contractor as proof for meeting the pre-qualification

**Note for Micro & Small Enterprises and Start-ups:** Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Start-ups without any relaxation.

**Note:** The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. Vendor shall produce the originals of the PQ documents as and when it is requested. 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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 14

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

### ANNEXURE-III

#### VENDOR DATA 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 required as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in rejection of the bid/disqualification of the bidder.

1. Name of the Bidder:

2. Address of the Bidder:

Telephone/Mobile No:

E-mail ID:

3. Address of Cochin Office:

Telephone No.

E-mail ID

4. Name of Contact Person with whom  
FACT may correspond

Telephone No:

E-mail ID:

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

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

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

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

9. 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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
TRANSPORTATION & SERVICES	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	 FACT 15

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

**register / declare their UDYAM 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.**

ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. (please tick) : SC / ST

iii) Enclose copy of the MSME Registration Certificate.

10. Name / address of the Bank with which bidder has dealings.

11. 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.	
2	GST No.	
3	Name of the Bank with address	
4	Name of the Branch with address	
5	MICR Code	
6	IFSC Code	
7	Account Type	
8	Bank Account No.	
9	Account holder's Name	
10	Vendor email address	

12. Have you ever been blacklisted by Government: YES/NO  
Department, Public Sector, Quasi Government Undertaking

13. Any criminal cases pending against you / firm: YES/NO

14. Following documents shall also be enclosed:

1. Copy of "Permanent Account Number" (PAN) Card.
2. Copy of GST,EPF and ESIC Registration Certificate.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> <b>16</b>

FACT CORPORATE MATERIALS	<b>Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.</b>	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	--	---

3. Copy of document for proof of constitution of your firm

**DECLARATION**

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render our offer liable for rejection/ render us liable for disqualification.

Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 17

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

**ANNEXURE- IV**

**COMPLIANCE STATEMENT**

We state that offer is in full compliance with the documents issued against the Enquiry No: MM/182/32793 dated 05.01.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Scope of Work 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:

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> <b>18</b>

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## ANNEXURE – V

### Special Terms and Conditions of Contract

<b>Schedule of Work:</b>		
Sl. No	Description	Quantity (NO)
1	Handling of containers loaded with approx. 25 MT granular sulphur in jumbo bags of 1.25 MT capacity including transportation from Port to CFS, unloading of containers from trucks, safe storage, enabling survey or inspection, de-stuffing, loading the cargo on to trucks arranged by FACT and return of empty containers to shipping lines	132

1. Definitions: "FACT" shall mean The Fertilizers and Chemicals Travancore Limited, with registered office at Udyogamandal, Kochi and its operating Divisions located 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 and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

2. Overview: FACT desires to avail the services of a CFS (Container Freight Station) operator, for import of consignments of approx. 3000 +/- 10% MT of granular sulphur, in jumbo bags of approx. 1.25 MT capacity which will be shipped in 120 +/- 10% TEUs of containers over a period of 1 month.

3. Scope of Work: The scope includes

- Transportation of loaded containers from ICTT, Vallarpadam to CFS
- Weighment of containers
- Stacking of the containers in the yard
- Free storage for 14 days
- Facilitating examinations like surveying, sampling, customs clearance etc.,
- De-stuffing the cargo from the containers,
- Loading to trucks arranged by FACT,
- Weighment of the truck arranged by FACT,
- Handing over of empty containers to shipping line etc., and
- Documentation like creating e-way bill, daily stock reporting etc.

4. Period of the contract shall be 1 (one) month from the date of commencement of the work.

5. FACT will intimate the contractor regarding arrival of cargo in containers. As soon the containers arrive at discharge port the contractor shall arrange for movement of containers from port to CFS at the earliest.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 19

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

6. The contractor shall verify the seal number of the container reaching the CFS. Contractor should affix a sticker or suitably mark the containers for identification and stack them separately in the yard at pre-determined area.

7. Contractor shall de-stuff the containers as per approved procedures in section 45 of Customs Act. As soon as the OOC from Customs & Delivery Order from Shipping Line is received (to be arranged by FACT) the cargo shall be stored at designated place after taking necessary permissions from Customs (if required), so that the containers are released to shipping line at the earliest in order to avoid congestion and minimize the Container Detention / Terminal Service Charges. Contractor shall ensure that cargo is protected from rainwater and other hazards.

8. Contractor shall be responsible for seal cutting, opening and closing of container doors for de-stuffing operations. The contractor shall ensure proper closure of doors of the containers at the time of loading/shifting.

9. Contractor shall coordinate for direct deliveries to FACT and provide "GATE IN" pass for empty vehicles / "GATE OUT" pass for loaded vehicles.

10. Contractor shall comply with all statutory requirements for all contracts working under ICD under Customs jurisdiction.

11. Contractor shall co-ordinate with FACT for delivering / handing over the empty de stuffed containers to respective Shipping Lines.

12. The responsibility of de-stuffing the cargo will be with contractor. Other than Force Majeure conditions where the safety of de-stuffed cargo and warehousing need is paramount, the contractor shall not refuse the de-stuffing of cargo. Hence, he has to ensure that he has the necessary tools / equipment / manpower / technology required for de-stuffing the cargo.

13. On demand by FACT, the contractor shall send status reports to FACT (by email) or hand over to FACT the details of containers arrived, pending to move from port, containers de-stuffed on previous day, delivered during previous day and balance containers in yard etc.

14. Handling charges shall include de-stuffing, labor charges, fork lift charges and fuel and energy surcharge etc. The cargo should be de-stuffed without any damage to the packages. No damage charges will be paid for containers as the responsibility of destuffing is of contractor.

15. If there are more than one container against one B/L and the containers reach the CFS on different days, then the free period shall start from the date of receipt of each individual container at the CFS.

16. The contractor shall provide full support to FACT and their representative in ensuring economical and efficient delivery. Contractor shall ensure that the container is available at

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> <b>20</b>

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

the ground tier when the representative of FACT approach for clearance or inspection of consignment.

17. The contractor shall complete loading of cargo on to the trucks/trailers provided by FACT as soon as possible.

18. In case of an accident during transit from Port to CFS, or for any other reason, if a container needs to be trans-shipped on to another vehicle/chassis en route, the trans shipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps before "GATE OUT" from Port. FACT reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage against these unforeseen events.

19. Handling:

- The contractor shall ensure a "No Smoking" and "No Spark" zone near the sulphur storage. Fire extinguishers and sand buckets must be readily available.
- Since sulphur dust can be corrosive to metal when wet, the storage area should be dry and well-ventilated.
- The operator must ensure minimal bag breakage to prevent dust accumulation.

20. Equipment and Manpower:

- The contractor shall provide forklifts with a suitable lifting capacity to safely handle 1.25 MT jumbo bags (accounting for safety margins and bag swaying)
- The forklifts shall have long forks or jibs to reach the inner bags of the 20-foot container
- The contractor shall have a weigh bridge facility of suitable capacity to measure the weight of loaded containers and trucks loaded with cargo
- The contractor is liable for any bags punctured or torn by forklift blades during handling

21. Liability:

- The operator is responsible for the cargo from the moment they pick up the container until the bags are loaded onto FACT's trucks.
- Any discrepancy between the number of bags received (from the Bill of Lading) and the number of bags dispatched shall be compensated at actual value.

22. Safety of Men, Equipment, Material and Environment:

- It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- The contractor shall indemnify FACT against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 21

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

- No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

23. Fourteen (14) days of demurrage and detention is allowed at Cochin port for collecting and returning the empty containers. Any delays post 14 days will attract demurrage / detention charges by the shipping liner. Demurrage will be after the free days if the containers are not picked from the Port. Detention will start once it is not returned and free days are over. In case the containers are not picked from the port within 14 days of arrival at discharge port or if the empty containers are not returned within 14 days of arrival at Cochin port the demurrage / detention charges as applicable at actuals will have to be borne by the contractor

24. Security Deposit: Security Deposit (SD) equivalent to five percent (5%) of the total contract value shall be deducted from the first bill. The Security Deposit shall remain at the entire 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. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.

25. Terms of Payment:

- Bills in respect of the work for the quantities based on dispatch notes issued by the contractor shall be submitted for payment. Bills that are complete in all respects will be passed for payment within 15 days of receipt by the Asst. General Manager /Manager of Willingdon Island Raw Materials Department of FACT Cochin Division, Ambalamedu. Payment shall normally be made within a period of 30 days from submission of bills.
- FACT reserves the right to deduct amount of losses / damages to FACT, if any, as determined by FACT, from the bills.
- FACT reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards loss on account of failure of the Contractor to make timely payment for material or for labour. Payments may also be withheld for other reasons mentioned elsewhere in the contract document.
- All payments shall be made to the Contractor after making statutory deductions towards Income tax etc.

26. Contractor should fulfill and comply with requirement stipulated for E-Way Bill under GST Rules".

27. Insurance for materials during storage under CFS facility shall be arranged by FACT. Damage or loss to containers should be in the scope of CFS.

OTHER TERMS AND CONDITIONS: All other terms & conditions shall be as per our Standard Terms & Conditions of Contract - Annexure -VI. In case of any contradiction between Special Terms & Conditions of Contract (Annexure – V) & Standard Terms & Conditions of Contract (Annexure – VI), Annexure– V will prevail.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 22

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

## Annexure-VI

### 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.

The Contractor is deemed to have carefully examined and satisfied himself on the nature and

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 23

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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 (EBG)] 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=Earned%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earned%20Money%20Deposit%20(EMD)/SD%20Remittance)~~

~~The link is also available on our website <http://www факт.о.и> → 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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
TRANSPORTATION & SERVICES	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	 FACT 24

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

**04. PAYMENT:**

Payment shall be affected, 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 PF liability, Income Tax 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. 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.

**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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 25

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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.

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**

a) 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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 26

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

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.

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.

**b.)** Vehicles employed during the course of execution of the Contract, shall have valid permits

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 27

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.

c.) 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.

#### **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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> <b>28</b>

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
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**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 thereof 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 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.

**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

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 29

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
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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 факт.co.in](http://www факт.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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PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 30

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

**ANNEXURE – VII**

**UN-PRICED COPY OF PRICE BID**

**(Important: Please do not indicate any rates in this format. Only indicate “Quoted” under each blank column and submit along with technical bid)**

From To  
 AGM MATERIALS-T&S  
 CORPORATE MATERIALS  
 FACT PD ADMINISTRATIVE BUILDING,  
 UDYOGAMANDAL - 683 501

Dear Sir,

Sub: Transportation of sulphur from any port in India to Cochin port.

Ref: Enquiry No. MM/182/32793 dated 05.01.2026

With reference to the above enquiry, we quote our lowest rate for transportation as follows:

S. No	Description	Quantity (NOs of Container)	All-Inclusive rate excluding GST (Rs. / Container). <i>Indicate "Quoted". Do not quote rate in this column.</i>
1	Handling of containers loaded with approx. 25 MT granular sulphur in jumbo bags of 1.25 MT capacity including transportation from Port to CFS, unloading of containers from trucks, safe storage, enabling survey or inspection, de-stuffing, loading the cargo on to trucks arranged by FACT and return of empty containers to shipping lines	132	

GST shall be extra as applicable based on statutory notifications.

We have read and understood the Enquiry Notice, Instructions to Bidders and Terms and Conditions of this Enquiry and hereby confirm our acceptance to the same.

(Signed by)

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

Place: .....

Date: .....

(Stamp)

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> <b>31</b>

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
--------------------------	---	---

**ANNEXURE – VIII**

**PRICE BID (PART-B)**

Please visit [\*\*https://fact.co.in/\*\*](https://fact.co.in/)→**Tenders**→**Notice Inviting Tenders**→**Major open tenders** and search using the tender ID under FACT Tenders to see the Price Bid (BOQ- EXCEL SHEET).

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 32

FACT CORPORATE MATERIALS	Hiring services of a Container Freight Station operator, for import of consignments of approx. 3000 +/- 10% MT of granular Sulphur.	Enq.No: MM/182/32793 dated 05.01.2026
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## ANNEXURE-IX

### **AGREEMENT**

(Proforma of Agreement to be executed in ₹ 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 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.

PRPD. BY :	CHKD. & APPRD. BY:	DATE :
<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	 <b>FACT</b> 33