

FACT CORPORATE MATERIALS.	Clearing and Forwarding work for Export of Caprolactam	Tender No: MM/182/E24684 Dated. 13.01.2022
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD**  
(A Government of India Enterprise)

**NOTICE INVITING e-TENDERS**

Bids (two cover system) are invited from financially sound and experienced contractors for undertaking the work of Clearing and Forwarding for Export of Caprolactam **for a period of 2 years**, through <https://eprocure.gov.in> portal. The details of works are described in the Special Terms and conditions of contract (Annexure-Iv) attached.

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


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

**1.0 General Information**

Enquiry No.	MM/182/E24684 Dated 13.01.2022
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	28.01.2022 / 03.00 PM
Date & Time for opening of Part A of the Bid.	29.01.2022 / 03.30 PM
Name of Work/Description	Clearing & Forwarding work for Export of Caprolactam <b>for a period of 2 years</b>
EMD	<b>Rs.1,00,000/- by NEFT/RTGS</b>
Security Deposit	3% of the total contract value
Period of contract	2 years from date of commencement of work
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mr. Deepu C N, Tel: +91 484 256 8273, e-mail: deepu.cn@factltd.com

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

Visit our website [www.fact.co.in](http://www.fact.co.in) or Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bid submission shall be in electronic form through <https://eprocure.gov.in> only. See Annexure I 'Instructions to Bidders (e-Tender)'.

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**3.0 PRE QUALIFICATION CRITERIA:**

Please refer Annexure-II (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 Determination of the L1 bidder shall be based on the lowest rate quoted for the work. .

4.3 In case more than one bidder become the L1 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 any of the rates quoted by them in their original price bid.** 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 two years from the date of commencement of work as per letter of intent/work order.

**6.0 GENERAL**

7.1 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.

7.2. 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.

7.3. 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.

7.4 “Integrity Pact: The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and Fertilisers and Travancore Ltd. alongwith the bid as per Annexure-XII. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),

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Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002  
Mobile: [8547381122](tel:8547381122),E-mail address: [ykmenon78@gmail.com](mailto:ykmenon78@gmail.com)”


- 7.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from Sr. Manager (Marketing) C&C (Phone No.0484-2567391).
- 7.6 For any clarification on this enquiry please contact Asst. Manager (Materials)-T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

Yours faithfully,  
**For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD**

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

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	3
4	Annexure IV	Compliance Statement	1
5	Annexure V	Special Terms and Conditions of Contract	5
6	Annexure VI	Standard Terms and conditions of contract	5
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	5


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## ANNEXURE – I

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

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

**4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents**

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**before due date and time in the above portal as given above.**

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

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

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

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

- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

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**6.0 BID OPENING:**

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


**7.0 EARNEST MONEY DEPOSIT:**

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

**8.0 PURCHASE PREFERENCE:**

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

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be

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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.

## 9.0 DEVIATIONS:

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

## 10.0 CONFORMITY:

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


## 11.0 Rates:

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

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

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

## 12.0 SECURITY DEPOSIT:

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

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

### 13.0 PURCHASER'S RIGHT:

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


### 14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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

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

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

The supplier/contractor shall do the following:

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


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

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

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

**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.

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- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst. Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568273; Email: deepu.cn@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 [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.


#### 17.0 TENDER UPDATES:

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

#### 18.0 FRAUD PREVENTION POLICY:

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

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## ANNEXURE - II

**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. Bidders must be Customs House Agent (CHA) cum Transport Contractor **OR** Customs House Agent (CHA) tie up arrangement with Transport contractor and must have an office in Cochin/ nearby areas - Documentary evidence in support of a) Copy of valid CHA License and Transport License copy (b) Agreement between the CHA and Transport contractor in Rs.200/- non judicial stamp paper in case of tie up arrangement between CHA and Transport contractor (c) documentary proof for office in Cochin/nearby areas.
  2. Bidders must have successfully completed similar type of job of containers handled for export through Cochin ports or any other ports in India during any one of the preceding 5 years as on the date of tender
    - a) One similar completed containers handled job not less than **470** numbers (**OR**)
    - b) Two similar completed containers handled job not less than **294** numbers each (**OR**)
    - c) Three similar completed containers handled job not less than **234** numbers each

Documentary evidence in support of order copies and performance certificate indicating the number of containers handled and competence of the tenderer
  3. Average Annual financial turnover during the last 3 years, ending 31st March of 2020, should be at least 42 lakhs - Documentary evidence in support of Copies of audited/CA certified Profit & Loss Statements and balance sheets for the past three financial years 2017-18, 2018-19, and 2019-20.
  4. The bidder shall not be black listed or under a declaration of ineligibility by any Central / State Govt. Department / Agencies / PSUs, for corrupt or fraudulent practice - Documentary evidence in support in the form of a self-declaration by the bidder, signed and stamped by authorized signatory.

**Note for Micro & Small Enterprises and Startups**

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

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.

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**ANNEXURE-III**

**VENDOR DATA UPDATION FORM**

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

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

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	Registration certificate and declare Udyam Registration number in CPP Portal	
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	

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.

<b>11</b>	Details of EMD				
	Remarks	Name of Bank/issuing Branch	UTR No./Challan/ Receipt No.	Date	Amount(Rs.)
i.					

**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 & TIN CARD No.			
14.	GST Registration Certificate			
15.	Copy of Audited Balance Sheet and Profit & Loss A/c (for 3 years-2017-18,2018-19 & 2019-2020)			
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.			

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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	
<b>22</b>	Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
<b>23</b>	Whether your contract was terminated before expiry of contract period or security deposit/EMD forfeited by FACT or any other Public Sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
<b>24</b>	Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal offence	Yes/No

**DECLARATION**

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


Authorised Signatory,

Date: \_\_\_\_\_ Name : \_\_\_\_\_

Place: \_\_\_\_\_ Designation : \_\_\_\_\_

Signature : \_\_\_\_\_

(Seal)

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**ANNEXURE –IV**

**COMPLIANCE STATEMENT**

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/182/E24684 dated 13.01.2022 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.


Name of bidder :

Signature of the Bidder:

Place:

Date:

(Seal)

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**ANNEXURE- V****SPECIAL TERMS AND CONDITIONS OF CONTRACT**  
**CLEARING & FORWARDING WORK FOR EXPORT OF CAPROLACTAM****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 **two years** 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 3% (Three percent) 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)

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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.

### 6. Scope of Work and Responsibility:

6.1. The contractor should arrange to collect & Transport the 20ft empty containers after surveyed by FACT TPI from the shipping line's plot to our factory at FACT - Udyogamandal Complex at Udyogamandal, Kochi in Trailors for stuffing of Bagged Caprolactam and the loaded container to the Cochin Port in the same Tractor.

6.2. In case the containers found not suitable for stuffing (or) rejected by FACT TPI (or) not clean, the containers will not be sent for stuffing to our factory at FACT Udyogamandal Complex at Udyogamandal, Kochi.

6.3. The soundness and cleanliness of the containers to be ensured by contractor before sending to factory for stuffing. The tenderer should take care of insurance coverage for the damage of empty containers and stuffed containers during transit. FACT will not be responsible for any damages during transportation of empty/stuffed containers except cargo.

6.4. All information like CPA (Container Placement Advice) Number, Container Number, Tractor Truck Number should be forwarded to FACT Factory by EMail/Fax immediately before sending trailers to FACT Factory. Also, all the above information should be sent along with tractor/containers reporting for loading in the contractor letter head without fail.

6.5. The tractor truck placed should have carrying capacity of more than 17 MT cargo excluding weight of tractor.

6.6. The Contractor shall comply with the statutes that are applicable for the safe conduct of the empty containers through road from Cochin Port to FACT -Udyogamandal Complex at Udyogamandal and the stuffed containers from FACT - Udyogamandal Complex, Udyogamandal to Cochin Port.

6.7. Bagged Caprolactam shall be loaded into the tractor by FACT. The contractor should issue L.R on loading the Bagged Caprolactam into the tractor/container. The contractor should appoint a representative at FACT site office to prepare LR for each tractor which should be handed over to Marketing dept. before tractor trucks leaving the factory. The contractor should intimate the name of their representative within 24 hours after receiving the work order/LOI from FACT. Also the representative should co-ordinate with FACT TPI/ Marketing dept. in checking the soundness of the tractors, placing tractors for stuffing and verification of documents before sending the tractor truck out. The contractor

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should give advance intimation to his representative and FACT Marketing dept. about the container no./trailer no. before the arrival of containers for stuffing. Without representative and authorization letter in duplicate, trailer trucks will not be permitted inside the FACT factory. It is contractor responsibility to ensure the safe delivery of material to Cochin Port.

- 6.8. It is contractor's responsibility to file Verified Gross Mass for the container with Customs as per customs rules. However, authorization will be issued to the contractor to complete VGM formalities on behalf of FACT. All the additional expenses involved in this regard including container weighment will be at your cost. You should take care of the above expenses while quoting your rates.
- 6.9. Contractor shall properly liaise with the Shipping Liners/their Agencies to ensure prompt service and quality Containers that are made available to FACT for transportation of materials as per requirement, on a day-to-day basis within the stipulated time and process all documents, so as to protect the interests of FACT. Co-ordination and follow-up to obtain required Certificates or data from Central Excise, Customs, Chamber of Commerce and other agencies expeditiously to ensure that trouble free service is available for FACT in the performance of the export of cargo.
- 6.10. The contractor should complete the post shipment documentations like submission of customs endorsed original & duplicate ARE1, E.P. copy of Shipping Bill, Non negotiable copy of BL, Mate Receipt relating to export consignments lifted by them within the stipulated time.
- 6.11. All documents after shipment such as Bill of Lading, shipping bill and other documents to be furnished to FACT within the stipulated time and process all documents so as to protect the interests of FACT. Shipment details to be furnished to FACT by fax/e-mail on the vessel sailing date. Other relevant documents like applicable copies of shipping bills shall be forwarded to FACT subsequently after due endorsements.
- 6.12. As FACT propose to avail export benefits, wherever necessary such endorsement should be made in all the shipping documents, customs and port papers without fail and the original and copy should be forwarded to FACT immediately without any delay and without any extra cost from the shipping bill date.
- 6.13. The CHA shall take necessary steps to avail the DUTY DRAWBACK CREDIT (DBK credit) from Customs. It is the responsibility of the CHA to clear the EGM or any other error and get the credit.
- 6.14. The CHA shall send the receipt of DBK credit received from Customs to FACT's Bank account by giving the details of Invoice No. Shipping bill No., Amount credited etc. to FACT immediately without any delay and without any extra cost.
- 6.15. The contractor is also responsible to make all arrangements / documents / other services, which are not specifically mentioned in this tender, but which are necessary for the smooth and timely export of the materials and processing documents covered in this tender.

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- 6.16. The successful tenderer shall commence the work immediately on receipt of L.O.I from the Company. The detailed Order shall be sent to the tenderer subsequently.
- 6.17. The Contractor shall comply with all statutory rules and regulations pertaining to employment of labour and execution of work. In case FACT becomes liable for any amount on account of breach or non-observance by the contractor of the provision thereof such amounts shall be to contractor's account.
- 6.18. The estimated quantity for the work from FACT – Udyogamandal Complex, Udyogamandalis 20000 MT, ApproxQty 1176 container, 25Kg Caprolactam bag, 17MT in 20 FEET container. FACT reserves the right to reduce or increase the estimated quantity as given above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity. FACT does not guarantee to the Contractor, either continuity of work or any definite or minimum quantity at any time or during the contract period. The Contractor shall have no right to claim damages including idle time of the labourers engaged by the Contractor or loss of profit on account of reduction in revenue arising out of decrease in quantity made available for the various works as above.

7.0 SPECIAL TERMS AND CONDITIONS OF CONTRACT:

- 7.1. The Contractor shall be responsible for all activities related to the work involves full clearing and forwarding of Bagged Caprolactam for export through Cochin Port, in containers - loose stuffed, house stuffing at godown's at FACT –Udyogamandal Complex (UC) at Udyogamandal and transportation of containers in trailer lorries to Cochin Port. Here it is to be noted that scope of work of CHA are mainly arising out of Foreign Trade policy, acts/rules and regulations of RBI (Reserve Bank of India), EIA (Export Inspection Agency), INCOTERMS, UCPDC (Uniform Customs & Practice for Documentary Credits) of ICC (International Chamber of Commerce) such international agencies and central government agencies. Accordingly, functions of CHA do change on account of change in acts/ rules and regulations. The general activities will include taking stuffing permission, taking D.O. from shipping company / forwarder and hand over to transporter, filing of shipping bills, Stuffing permission from respective port authorities, customs clearance of export consignment, providing DRAFT B/L to Shipper and coordination for soft copies / arranging for B/ L from shipping line/ forwarder, Certificate of Origin, Legalization of documents, GSP form (Generalized System of Preferences), and related post shipment formalities (Export promotional schemes by DGFT offices) like Duty Drawback, MIS, FMS (Focus Market Scheme), etc.,
- 7.2. The contractor shall commence the work as per instructions given in the Letter of Intent / Work Order.
- 7.3. The Contractor should arrange sufficient manpower at each stuffing point to ensure that correct No. of bags are loaded into the container.
- 7.4. Payment shall be made after successful completion of each shipment C & F work against the bill submitted by the contractor to the office of GM(M)C&C FACT Marketing C&C

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office, Udyogamandal.

- 7.5. Bagged Caprolactam shall be loaded into the container by FACT.
- 7.6. The rates shall be firm during the period of contract.
- 7.7. Period of Contact: The work of clearing and forwarding of bagged Caprolactam for exports for a period of two years from the date of award of work.
- 7.8. The contractor shall provide assistance for claiming Export incentives (If any), including documentation for claiming such incentives

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

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

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

The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

**02. SECURITY DEPOSIT :**

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

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

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

**03. RATES:**

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

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

**04. PAYMENT :**

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

**05 QUANTITY :**

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

**06. CONTINUITY OF WORK :**

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


**07. RESPONSIBILITY FOR MATERIAL:**

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

**08. SECURITY & SAFETY REGULATIONS :**

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

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

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Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any other contractor/s due to the negligence of the Contractor, his employees, his representatives and crew shall be to the account of the Contractor and FACT shall be indemnified and compensated in all such respects by the Contractor.

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

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

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

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

**09. STATUTORY OBLIGATIONS**

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

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

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

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

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

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**10. CONTRACTOR's WORKMEN**

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

**11. DEFAULT:**

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

**12. TERMINATION:**

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

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

**13. FORCE MAJEURE:**

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

**14. ASSIGNMENT:**

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

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

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

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

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

**16. ENVIRONMENT MANAGEMENT SYSTEM:**

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

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

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

**18. ENTIRETY OF CONTRACT :**

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

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ANNEXURE-VII

**PROFORMA OF UNPRICED COPY OF PRICE BID**

**(Important: Please do not indicate any rates in this format. Only indicate “Quoted”, under each blank column).**

Sub: Clearing and Forwarding work for export of Caprolactam.

Ref: Enquiry No. MM/182/E24684 dated 13.01.2022

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

S. No.:	Schedule of Work	UOM	Qty.	Total rate per 20 Feet container -(All inclusive rate-excluding GST) Indicate “Quoted”
1	Clearing & Forwarding work for export of Caprolactam through Cochin Port from FACT Udyogamandal complex at Udyogamandal.	20 feet container	1176	

The rates quoted above are exclusive of GST. GST shall be extra applicable as per statutory notifications.

We confirm that our above rates will be firm during the period of contract.

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

Name of the Bidder

Signature of the Bidder

Place :

Date :

PRPD. BY:

CHKD. BY:

APPRD. BY:

**TRANSPORTATION &  
SERVICES**

**FERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED**



**ANNEXURE: VIII****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)

PRPD. BY:

CHKD. BY:

APPRD. BY:

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**TRANSPORTATION &  
SERVICES****FERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED****FACT**

FACT CORPORATE MATERIALS.	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at various Rail Heads (RH) in Karnataka	Tender No: MM/182/E24684 Dated.13.01.2022
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**ANNEXURE -IX**

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

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

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


Whereas FACT , Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. .... dated ..... with M/S.....(hereinafter called the Contractor) for the work of .....and whereas it is one of the conditions of the said work order that the Contractor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due 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 not withstanding 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.

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


We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by 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.

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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 of ..... Two thousand and .....

For (Name of Bank) :


Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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**ANNEXURE-X**

**AGREEMENT**

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


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

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

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

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

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

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FACT CORPORATE MATERIALS.	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at various Rail Heads (RH) in Karnataka	<b>Tender No:</b> <b>MM/182/E24684</b> <b>Dated.13.01.2022</b>
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IN WITNESS thereof the Contractor, M/s.... and The Manager Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For


In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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<b>TRANSPORTATION &amp; SERVICES</b>	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>		 <b>FACT</b>



FACT CORPORATE MATERIALS.	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at various Rail Heads (RH) in Karnataka	Tender No: MM/182/E24684 Dated.13.01.2022
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**ANNEXURE-XI**

**(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.

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

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

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

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

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

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

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


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

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

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

**Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages

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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.

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(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

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(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:

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

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

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