

THE FERTILISERS AND CHEMICALS TRAVANCORE LTD  
(A Government of India Enterprise)  
**NOTICE INVITING e-TENDERS**

**Tender No: 30211 dated 04.10.2024**

Competitive Bids (two-cover system) are invited for hiring property on lease for guest house cum office facility for FACT at New Delhi. The details are described in the Terms and conditions attached. The bidders may also refer the Pre-qualification criteria and other documents applicable for the proposed contract.

**1.0 General Information**

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	20.10.2024 / 3:00 P.M.
Date & Time for opening of Part A of the Bid.	20.10.2024 / 3:30 P.M
Name of Work/Description	<b>Hiring property on lease for Guest House cum Office facility for FACT at New Delhi</b>
EMD	Rs. 1.00 Lakh/- as per clause 7.0 of Instructions to bidders (Annexure I)
Security Deposit	Not applicable
Period of contract	5 years from date of commencement of lease, extendable subject to mutually agreed terms.
Contacts	1) Mr. Deepu C N, +91 484 256 8633 e-mail:deepu.cn@factltd.com 2) Mr. Deepak V S, Tel: +91 484 256 8345, e-mail:deepakvs@factltd.com


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

Kindly visit <https://www.fact.co.in> → Tenders → Notice Inviting Tenders OR <https://fact.co.in/home/Dynamicpages?MenuId=87> for documents related to this tender. Bid submission shall be as detailed in Instruction to bidders.

**3.0 GENERAL**

3.1 When bids are received from any firm / company having 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.

3.3 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.

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

#### 4.0 EVALUATION OF BIDS:

Tender must be submitted following a 2 bid system. Techno-Commercial Bid will be opened first and the acceptance of the tender according to the specified clauses will be ascertained. Only those technical bids which satisfy all the pre-qualification criteria shall be considered for further evaluation. A Committee appointed by the Company will visit the spaces offered by bidders to assess their suitability. The bids will be evaluated based on criteria such as suitability of the building for the Company, distance from Shastri Bhavan (New Delhi), proximity to bus/metro stations etc. Bidders will be considered qualified for the opening of their financial bids after the evaluation of the submitted Techno-Commercial Bids and receiving a suitability report from the Committee following their site visits. The lowest quoted bidder will be awarded the contract after financial bid opening of the pre-qualified bidders.

#### 5.0 INTEGRITY PACT

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

<p><b>1. Shri Ahmad Javed</b> 601-A, Lotus Enpar Residency, Shakarrao Naram Path, Lower Parel, Mumbai-400013. Mobile: 9821058152 Mail: ajtopcop@gmail.com</p>	<p><b>2. Shri B. Ravichandran</b> Flat No.TF3, RKC Subrabath, 7th Street, Kumaran Colony, Vadapalani, Chennai 600 026 Mobile: 9482234346 Email: bravi1958@gmail.com</p>
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**Note:** In case bidders require any clarification pertaining to the tender please contact the officers at cl.6.0&7.0 below. *"Kindly note that the Independent External Monitors shall not be contacted for clarifications regarding the tenders"*.

5.0 Any information on site familiarization / nature of work, if required by the bidders, can be had from Senior Officer (Administration) (Phone- 2567609/7646) or any officer authorized by him.

6.0 For any clarification on this enquiry please contact Senior Manager (Materials)-T&S, [Phone-0484- 2568345] or Asst. 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**

**SENIOR MANAGER (MATERIALS)-T&S**

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## Instructions to Bidders

- 1.0 Bidders shall study carefully the complete tender documents viz. Prequalification criteria, Instructions to Bidders, Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data sheet, and Compliance required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details and terms and Conditions etc., and satisfy himself on all aspects. 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.
- 3.1 The bidders are requested to register themselves on the above website, if not done already.
- 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 submitted along with the offer submitted.
- 3.3 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 :  
Asst. Manager(T&S),  
Corporate Materials,PD Administrative Building,  
FACT Ltd., Udyogamandal PO,  
Kochi – 683 501, Kerala
- 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: [dghtechbid@factltd.com](mailto:dghtechbid@factltd.com)**  
**PART B-Price bid shall only be sent to: [dghfinbid@factltd.com](mailto:dghfinbid@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 **Bidders shall submit the below listed documents for Pre-qualification-cum-Techno Commercial evaluation(Part A):**

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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 Technical Qualification and Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
3. Signed copies of documents downloaded from FACT website.
4. Scanned copy of Signed & duly filled Vendor Data sheet', Un-priced copy of price breakup format and Compliance statement .
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 Integrity Pact (only if specified in the NIT).

5.2 **Part-B (Financial Bid): Rate applicable for 5 years (Excluding GST) shall be quoted. The format for the price bid is provided separately in an Excel sheet. Bidders should complete the relevant columns, print the filled format, sign it, and send a scanned copy(pdf or jpg format) to dghfinbid@factltd.com before the specified due date and time.**

- 5.3 Fill-in all the relevant fields of the price bid format as specified in the format. Blank field, if any, in the submitted price bid format shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall indicate the item-wise prices in the price bid only and nowhere else. No other documents shall be enclosed with price breakup format.
- 5.6 Rates shall be indicated in the same unit of measure given in the price breakup format and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are submitted through mail 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. If the attachment size is more than the permitted limit, bidder can send more than one mail with proper remark in the subject part of mail. 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.

## 6.0 BID OPENING:

- 6.1 Technical bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened 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 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.

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**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. 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 EMD can also be remitted online through ‘State Bank Collect’ portal using the link given below. Link for payment of **EARNEST MONEY DEPOSIT** through ‘State Bank Collect’ is given below.

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

The link is also available on of our website [www.fact.co.in](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.

7.3 A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, MSE(Micro or Small Enterprises only) units registered under MSMED Act (subject to submission of 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.

7.4 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. 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. Bidders will get the benefit of PP policy only if they are MSE (Micro or Small Enterprises) bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be submitted. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption. In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation

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where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 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 handing over the possession of the property from the date of Order and it shall not be more than 30 days.

## 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 indicate his lowest rate for the work as per the price bid format. Bids not complying with the above are liable to be rejected.  
 11.2 Bidder shall quote all-inclusive rate for the work.  
 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:

Considering the nature of contract, security deposit is not applicable.

## 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

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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 GST

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

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

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


FACT does not have GST registration at New Delhi. 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.

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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 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)**

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

**17.0 GENERAL:**

- 17.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, 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.
- 17.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our website as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 17.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 17.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre-Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 17.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre-Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 17.6 All clarification and correspondence related to this enquiry shall be made only in English to the Senior Manager(Materials)/Asst. Manager (Materials), Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683501, Tel : 0484-2568345/8633; Email: deepakvs@factltd.com/deepu.cn@factltd.com.
- 17.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

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**18.0 TENDER UPDATES:**

Bidders are requested to visit FACT website (<https://www.fact.co.in>) regularly for any updates/corrigendum on the tender, including extension of due date, if any. No other mode of communication shall be made in this regard.

**19.0 FRAUD PREVENTION POLICY:**

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

**SENIOR MANAGER (MATERIALS)**

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**PRE-QUALIFICATION CRITERIA**


1. Bidder shall submit properly filled and signed Annexure A along with requisite relevant documents. All particulars specified in the attached Annexure A must be addressed with an affirmative response or relevant supporting document.

Bidders will be considered qualified for the opening of their financial Bids after the evaluation of the submitted Techno-Commercial Bid/Annexure A and receiving a suitability report from the FACT Committee following their site visits.

Bidders not fulfilling Pre-qualification criteria will not be considered for further processing.

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

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**ANNEXURE A**

Sl. No	Particulars	Details/ Documents to be submitted
1.	Full particulars of the legal owner of the premises: a) Name: b) Address (Office & Residence): c) Telephone & Mobile No: d) E-mail ID: e) PAN No.& GST No. f) Whether MSE bidder (Provide Udyam registration certificate)	Copies of PAN,GST and Aadhar Card to be provided as applicable
2.	Full particulars (with complete contact details e.g., postal address, phone number, mobile number and e-mail ID) of person(s) offering the premises on rent / lease and submitting the tender	Please provide details
3.	Status of the applicant with regard to the accommodation offered for hiring	Owner / Power of Attorney (Supporting documents to be enclosed)
4.	Complete address with brief description and location of the accommodation offered.	
5.	Total area offered for lease (floor wise) in sq.ft.(Min 4000 sq.ft of carpet area) i) Carpet area ii) Covered area iii) Super Built-up area  Which floor/floors of the building is/are offered for lease?	Approved/Sanctioned drawing/site plan of the premises to be enclosed
6.	Particulars of completion certificate.	Copy of completion certificate issued by the competent authority.
7.	Facilities for vehicle parking available for • Number of cars: • Number of two wheelers	.
8.	Type of accommodation: -  • Whether single floor or multi storied • No. of rooms • If multi-storied, floor numbers and no. of rooms on each floor • Whether there are any conditions for carrying out partitioning of space as per requirements of the Company	Please provide answer to each of the sub points.

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	<ul style="list-style-type: none"> <li>• Details of space available for installation of UPS/Inverters etc.</li> </ul>	
9.	Number of lifts and their carrying capacity in case of multi storied building	
10.	Availability of facilities / utilities (Room wise) including Wash Rooms (room wise), with details of WCs, wash basin etc. in each room	
11.	Whether electricity, running water (both potable and non-potable) available round the clock	Please provide point wise reply
12.	<p>a) Whether electrical separate electric meter, installations and fittings, power plugs, switches etc., are provided or not</p> <p>b) Whether building has been provided with fans / Air conditioners or not? (If yes, the number of fans and ACs room wise)</p> <p>c) Whether provision for Air conditioning with power points available or not, room wise?</p> <p>d) Whether furniture and furnishing (like curtains, blinds etc.) available, room wise?</p>	Please provide point wise reply and a copy of latest electricity bill.
13.	<p>i) Sanctioned electricity load</p> <p>ii) Whether willing to get the electricity load increased in case of necessity.</p>	
14.	<p>i) Details of power backup facilities</p> <p>ii) Arrangements for regular repairs and maintenance of such 'power Back Up' facility</p>	Please provide point wise reply
15.	Details of Fire Safety Mechanism along with particulars of Fire Department Certificate	(Copy of certificate to be enclosed)
16.	The period of time by which the said accommodation can be made available (in days) for occupation after the award of order by the Company. <i>(To be handed over maximum within 30 days of award of order)</i>	
17.	Confirmation on Lease validity of 5 years	A self-attested declaration indicating that the property offered for lease is for a minimum period of 5 years shall be submitted in this regard.

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18.	Whether agreeable for extension beyond 5 years on mutually agreed terms	
19.	Distance from: a) The nearest Bus Stop b) The nearest Metro Station and c) Sasthri Bhavan(New Delhi)	Please provide point wise details
20	Various Tax receipts (Property, corporation/ municipality tax etc.)	Copies to be enclosed
21.	The space offered should be free from any liability and litigation/disputes with respect to its ownership, lease/renting and there should be no pending taxes/ electricity bills, dues, other payments etc. against the same	Undertaking/Affidavit indicating the same shall be submitted along with certificate in this regard by the competent authority.
22.	Clearances/ No objection certificates from all relevant Central/State Government and Corporation/Municipal Authorities including Fire Department for use as office premises conforming to the corporation/ Municipality Rules and Bye-laws	Copies of clearances/No objection certificates from all relevant Central/ State Government and Corporation/ Municipal Authorities  Copies of approved plan of the premises/property being offered  Documents in support of ownership of Building/ land and construction
23.	Any other salient aspect of the building, which the party may like to mention	

**Note: All documents/ undertakings submitted shall be self-attested.**


**Declaration:**

- i) I/ We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.
- ii) It is hereby declared that the particulars of the property/premises/ building etc., as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false, I/We shall be liable to such consequences /lawful action as the Company may wish to take.

Signature.....  
Name.....

Place:  
Date:


Stamp/Seal (If any):

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**SCOPE OF WORK AND  
SPECIAL TERMS AND CONDITIONS OF CONTRACT**

The Fertilisers and Chemicals Travancore Ltd (FACT Ltd.) a Central Government Company under the Ministry of Chemicals & Fertilizers, engaged in the production and marketing of fertilizers and other chemicals and engineering consultancy services seeks proposals from property owners for a Guest House cum Office of the Company on lease basis at New Delhi. The total space required is between 4000 sq. ft. and 6000 sq. ft. of carpet area for a minimum period of 5 years and must include the following amenities:

- 6/5 bedrooms with attached bathrooms. (The offers for properties with 5-bedrooms with attached bathrooms will be considered only in the absence of technically acceptable offers for properties with 6-bedrooms with attached bathrooms.)
  - Two office rooms
  - One dining room
  - Common wash room
  - Kitchen and
  - Located 5 to 8 kms from Shastri Bhavan, New Delhi subject to Clause 2 below.
1. The offered space should preferably be a house, apartment, or hotel suitable for a Guest House cum Office, located on a single floor. If the space is spread across multiple floors, it should be on continuous floors with dedicated access for movement between the floors. If the accommodation is in a multi-storey building (more than 2 storeys from ground level), appropriate lift facilities must be available.
  2. The location for the Guest House cum Office to be 5 to 8 kms from Shastri Bhavan, New Delhi. However, this clause does not prohibit the acceptance of accommodations at farther locations if the terms, facilities, and features are found to be attractive/cost effective and meets the company's requirements.
  3. The property offered should be well connected by the public transport (metro station, bus stop etc.) at a fair distance and easily accessible.
  4. Adequate parking space should be available to accommodate approximately 2 cars and 2 two-wheelers.
  5. The offered property must have a 24-hour electricity supply with a separate electric meter installed exclusively for the company's use. Additionally, there should be adequate space for the installation of an inverter, UPS, and split AC units. If separate electric connection is not available, sub-meter etc. along with wiring shall be got installed by owner.
  6. All internal and external walls should be painted with good quality paint at the time of handing over of the premises/property.
  7. The accommodation must also have provisions for a 24-hour running water supply for both drinking and utility purposes.

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8. The offered property should have adequate fire safety measures installed as per the requirements of the Delhi Fire Service.
9. The responsibility for the payment of all taxes related to the property, including property tax and municipal tax, shall rest with the owner/bidder. Updated copies of all tax receipts should be attached to the bids.
10. Possession of the accommodation must be handed over to the company within 30 days from the award of the order. Lease Rent will be payable from the date of possession.
11. The offered space must be free from any liability and litigation concerning its ownership, lease, and there should be no pending payments against it. Clearances and No Objection Certificates from all relevant Central/State Government and Municipal authorities, including the Fire Department, confirming compliance with municipality Rules/Bye-laws, along with documents supporting the ownership of the building/land and its construction, must be submitted with the Technical Bid. Additionally, copies of the approved plan of the accommodation offered should be included with the bid.
12. The tender will be accepted only from the original owner of the building/property or from those having valid power of attorney. The company will not pay any brokerage fees for the offered property.
13. If the offered space has power backup, electrical fixtures (lights, fans, ACs, furniture, furnishings etc.) the bidder should indicate the rates for these items separately in the price breakup format.
14. The rate quoted in the financial bid must be in Indian Rupees exclusive of GST.
15. Maintenance of the building including its premises is required to be undertaken by owner.
16. The maximum advance lease rent payable is equivalent to the total rent payable for three months.
17. Tender must be submitted following a 2-bid system. Technical Bid will be opened first and the acceptance of the tender according to the specified clauses will be ascertained. Only those technical bids which satisfy all the pre-qualification criteria shall be considered for further evaluation and opening of financial bids. For this purpose, a committee appointed by the Company (FACT) will visit the spaces offered by bidders to assess their suitability. The bids will be evaluated based on criteria such as suitability of the building for the Company, distance from Shastri Bhavan, proximity to bus/metro stations etc. Bidders will be considered qualified for the opening of their Financial Bids after the evaluation of the submitted Technical Bids and receiving a suitability report from the Committee following their site visits.
18. The lowest quoted bidder(L1), will be awarded the contract after financial bid opening of the pre-qualified bidders.
19. The format of lease agreement to be executed between Company (Lessee) and Owner (Lessor) will be provided to L1 bidder after financial evaluation and determination of L1 bidder. The Company will make payments against pre-receipted bills submitted to Guest House-in-charge, as per the lease deed to be executed between the Company and the lessor. Lease rent payments will


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be made on a monthly basis through bank transfer, with applicable tax deducted at source (TDS) as per prevailing regulations. Payment towards GST portion shall only be released after uploading of invoice details by the lessor and the same is reflected in GSTR2B. The payment against invoice for a month will be paid on or after 10<sup>th</sup> of next month upon timely receipt of the invoice. The payment will be executed within 10 days of receipt of invoice.

- 20. The period of lease should be minimum five years with a provision for extension on mutually agreed rates, terms & conditions subject to approval of the competent authority. **No rent revision shall be permitted during these five years of the lease term.**
- 21. Company (Lessee)/Owner (Lessor) shall have the right to terminate the lease prematurely after giving 3 months' notice in writing.
- 22. During the currency of the agreement the owner shall not transfer/ mortgage/sell or otherwise creates any interest in the leased premises/property.
- 23. In the event that the leased premises/property at any time during the currency of the lease or any extended period of lease is damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any mob or any other irresistible force or act of God, and is not caused by the acts, neglect or fault of the Company, then in such case it shall be optional for the Company to terminate the lease agreement or retain occupation of the premises on mutually agreed terms.
- 24. If at any stage it is found that any of the details/documents furnished by the bidder is false/misleading/ fabricated, their bid would be liable for cancellation without intimation to the bidder.

**Note:** In case of any conflict between Special terms & conditions and Standard terms & conditions, Special terms & conditions will prevail.

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**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:
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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:**


Considering the nature of contract, **security deposit is not applicable.**

**03. RATES:**

The rate quoted in financial bid shall be inclusive of all incidental and other charges & GST. The rates shall be firm for the period of contract subject to clauses in Special terms and conditions.

**04. PAYMENT:**

Payment shall be affected, on presentation of the bills to the Chief Manager (Fin)-Bills duly certified

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by the authorised person specified in the special conditions attached. Final settlement of contractor's 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 for transport.

**06. CONTINUITY OF WORK:**

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

**07. RESPONSIBILITY FOR MATERIAL:**

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

**08. SECURITY & SAFETY REGULATIONS:**

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


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

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

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

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

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

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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.


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

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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 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.

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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 there of and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

**14. ASSIGNMENT:**

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

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

(i) If the Seller is a Central Public Sector Enterprise / Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) 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.”

(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 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.

**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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**COMPLIANCE STATEMENT**

We state that our bid is in full compliance with the documents issued against the tender no. MM/182/30211 dated 04.10.2024 for **hiring property on lease for guest house cum office facility for FACT at New Delhi**. We have read and understood the Special Terms and Conditions of Contract, General terms and conditions corresponding to the tender referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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**PROFORMA OF UNPRICED COPY OF PRICE BID**  
**(To be submitted with techno-commercial Bid)****Sub :** Hiring property on lease for guest house cum office facility for FACT at New Delhi**Note :** Please **do not fill in Rates** in this format. Please fill in "Quoted" instead

Sl. No	Description	Quantity (Q) (Months)	Indicate "Quoted"	
			All-Inclusive rate excluding GST (Rs. /Month) (R)	Amount (Q)x(R) (Rs.)
1	Hiring property on lease for guest house cum office facility for FACT at New Delhi.	60		
	GST applicable:		18%	

**The price breakup of the All-Inclusive rate(R) excluding GST (Rs. /Month) is shown below:**

Sl No	Brief Description	Indicate "Quoted"		
		Rate Quoted per Sq. ft.	Total area in Sq. ft	Amount per month (Rs.)
1	Property for Guest House & Office			
2	Power Backup, if any			
3	Charges for Fans & Lights fixtures if provided			
4	Charges for A.C. if installed			
5	Charges for furniture and furnishings if provided			
6	Any other Charges, eg. For maintenance, any extra feature, etc.			
7	Taxes if any other than GST			
	<b>Total All-Inclusive rate excluding GST (Rs. /Month) (R)</b>			

This bid is submitted in compliance with the terms and conditions and accepting all the requirements without any deviation.

(Signed by)


Authorised Signatory .....

Name and address of the Bidder .....

Place: .....

Date : .....

(Stamp)

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**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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


- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

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

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

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

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

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process or during the execution of the contract.

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

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

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

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

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

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

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

### Section 4 - Compensation for Damages


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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 - Previous Transgression

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

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

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for such reason.

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


- (1)The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

**Section 8 - Independent External Monitor/Monitors**

- (1)The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.
- (8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to

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the Central Vigilance Commissioner.

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

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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

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

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

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

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

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

Place:

Date:

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

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

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