



**Government
eProcurement
System**

eProcurement System Government of India

Tender Details

Date : 26-Oct-2023 03:40 PM

Print

Basic Details

Organisation Chain	The Fertilisers And Chemicals Travancore Ltd. Head Office - FACT Corporate materials - FACT		
Tender Reference Number	01020/2023-2024/E28367		
Tender ID	2023_FACT_778134_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	R-T-G-S
	2	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	EMD/EMD Exemption
		.pdf	Pre-qualification documents
		.pdf	Tender documents
		.pdf	Unpriced bid
		.pdf	Compliance statement
		.pdf	GST and PAN
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	1,00,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	FACT Ltd	EMD Payable At	Udyogamandal

[Click to view modification history](#)

Work / Item(s)

Title	Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakshadweep, Telangana and Odisha.				
Work Description	Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakshadweep, Telangana and Odisha, as per tender terms and conditions.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA

Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	60
Location	Kerala, Lakshadweep, Telangana and Odisha.	Pincode	683501	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	FACT PD Administration Building
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	26-Oct-2023 03:40 PM	Bid Opening Date	31-Oct-2023 03:45 PM
Document Download / Sale Start Date	26-Oct-2023 03:40 PM	Document Download / Sale End Date	31-Oct-2023 03:40 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	26-Oct-2023 03:40 PM	Bid Submission End Date	31-Oct-2023 03:40 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	Tender notice

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	Tender Documents	Tender_docs.pdf	Tender documents
	2	Tender Documents	Unpriced_bid.pdf	Unpriced bid	82.28
	3	Tender Documents	ComplianceStatement.pdf	Compliance statement	264.10
	4	BOQ	BOQ_817945.xls	BOQ	326.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	prabakumar@factltd.com	Sreedharan Prabakumar	PRABAKUMAR S
2.	reena@factltd.com	Reena Laila	REENA L
3.	anand.s@factltd.com	Anand S	ANAND S
4.	mat-contracts2@factltd.com	GowriPriya M	GOWRIPRIYA M

GeMARPTS Details

GeMARPTS ID	8H0DG8APNJ32
Description	Hiring of KISAN drone
Report Initiated On	26-Oct-2023
Valid Until	25-Nov-2023

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	AGM(Mat)C
Address	Contracts Dept. Corporate Materials FACT Udyogamandal

Tender Creator Details

Created By	Anand S
Designation	AM MAT
Created Date	26-Oct-2023 02:55 PM



प्रगति के पथप्रदर्शक
PIONEERS IN PROGRESS

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स ट्रावन्कोर लिमिटेड THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(भारत सरकार का उद्यम) (A Government of India Enterprise)

पंजीकृत कार्यालय: एलूर, उद्योगमंडल, कोच्ची - 683 501, केरल राज्य, भारत
Regd. Office: Eloor, Udyogamandal, Kochi-683501, Kerala State, India. Website: www.fact.co.in CIN: L24129KL1943GOI000371

NOTICE INVITING e-TENDER

Encrypted Competitive rate, **Single stage Two Bid Tenders** containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited from reliable and experienced contractors of sound financial standing by the Assistant General Manager (Materials)-Contracts, Materials dept., FACT. Tenders received will be opened online on the due date and time. Tender details are given below.

1. Tender No : 01020/2023-2024/E28367
2. Name of Work : Hiring of KISAN drones and drone pilots for demonstrations in the states of Kerala, Lakshadweep, Telangana and Odisha.
3. Nature of Contract : Itemwise
4. Earnest Money Deposit : Rs. 1,00,000/-
6. Validity of Tender : 3 Months
7. Period of Contract : 60 Days
8. Document Fee : Nil.
9. Last Date & time to upload of e-Tender : 31.10.2023, 15:40:00Hrs
10. Date, Time and Opening Of Technical Bid : 31.10.2023, 15:45:00 Hrs.


Notes:-

1. Details of Tender are available at e-procurement platform <https://eprocure.gov.in>. Offers submitted other than on-line mode shall not be accepted. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procurement and FACT website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc, if any.
2. All bidders shall be registered under GST and shall furnish their Registration documents along with their Part-I Technical bids. Bids of parties not registered are likely to be rejected without assigning reasons.
3. The bidders shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
4. Tenders not accompanied by EMD/Exemption certificate shall be rejected.
5. The right to accept the lowest or any other tender rests with FACT.
6. **Kindly be advised that all prequalification documents submitted must be complete, and the evaluation process will be based solely on the documents provided during the initial bid submission, taking into consideration the urgency of the work. Shortfall documents may not be collected from bidders after the bid opening. It is essential to ensure that all required documents are included when submitting your bid.**

7. Contact details :

Tender details	e-Tender Helpline
Phone: 0484-2568123, 0484-2568674	Name: Mr. Ajino Anandh
Email: jayakumarp@factltd.com , anand.s@factltd.com	Phone: 0484-2568374/9497334230 Email: ajinoanandh@gmail.com

Date: 26.10.2023

Signature: 
Designation: AGM(Mat)C
Material Dept, FACT

PRE-QUALIFICATION CRITERIA

Name of work : Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakshadweep, Telangana and Odisha.

Tender No : 01020/2023-2024/E28367

Following will be the qualification criteria for this work:-

1. Bidders should have a minimum of 2 years of operational experience in the field of manufacturing, providing services or any other trade in the drone industry. The following documents shall be submitted in proof of above:
 - a. Copies of licenses and permits relevant to operating in the drone industry in India.
 - b. Experience certificates from previous clients on projects in the drone industry. These should clearly indicate the duration and scope of the work performed.
2. The bidder shall have an Average Annual Turnover of minimum Rs 200 Lakh during the last three years ending 31/03/2023. Copies of Balance Sheet and Profit & Loss Accounts audited by a practicing Chartered Accountant/ Certificate of Turnover issued by a Practicing Chartered Accountant/ Copy of Income tax returns filed by the bidder, shall be submitted as proof. If the audited financial statements for financial year 2022-2023 is not available, then average turnover of last three years ending on 31/03/2022 shall be considered for evaluation.

In case the bidder is registered under the Startup India scheme or has a valid MSE registration, then the requirement of minimum turnover shall not be applicable.

3. Bidders shall submit list of Kisan drones (agriculture spraying drones) with the Unique Identification Number (UIN) of the drone and the manufacturer's serial number. Also, the bidder shall provide valid and active proof of ownership or lease agreement for the drones that they plan to deploy. In case the bidder plans to use drones of a partner or a subcontractor, then they shall submit the proof of ownership/lease agreement along with a letter of authorisation from such partner.

Eg. If the party is quoting only for Telangana state, then he shall provide list of Drones offered with the details.

4. The proposed kisan drones to be deployed by the bidder should be of Small or Medium class as per Drone Rules 2021.

Proof of registration and certification from the relevant authorities confirming that the proposed drones are categorized as Small or Medium class.

5. The proposed kisan drones to be deployed by the bidder should have GNSS and Return to Home (RTH) features along with mission planning capabilities. The proposed kisan drones to be deployed by the bidder should have a range of at least 500 metres and should be able to spray in manual and autonomous mode.

Detailed specifications of the kisan drones to be deployed should be provided along the Cover I.

6. The proposed drone pilots should be trained as per rules and regulations specified by the Ministry of Civil Aviation and DGCA and shall carry a valid Remote Pilot Certificate. Remote Pilot Certificate from a DGCA approved RPTO.

The bidder shall submit the list of drone pilots and the pilots under training as part of bid.

7. Bidder or Drone Manufacturer should not be blacklisted on CPP portal, GeM Portal & Any other E-Procurement Portal. Bidders shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity.

The bidder shall submit Declaration of clean track record as per format in Annexure-II.

8. The bidder should be a Company registered under Indian Company Act, 1956/ under Indian Partnership Act 1932.

The bidder shall submit certificate of incorporation or registration of the company in India.

Note:

- a) All Pre-qualification documents shall be submitted online in COVER-1 and shall be complete in all respects, failing which the offer is liable to be rejected. The originals of the documents should be produced at the time of evaluation, if asked for.
- b) FACT reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FACT also reserves the right to ask for any other documents in case considered essential in support of any of the PQ criteria or on the document submitted. If the data/credentials furnished are found to be incorrect, FACT further reserve the right to reject the particular tender.
- c) FACT also reserves the right to reject any tender submitted by a party if it comes to know suo moto of any adverse reports on the certified claim submitted by the tenderer.
- d) The technical bids of the bidders not meeting the pre-qualification criteria will not be processed further and will stand rejected.

Note for micro & small enterprises and startups: Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups with the relaxations mentioned above.

INSTRUCTIONS TO BIDDERS

- 1.0 The bidder shall study carefully the Pre-Qualification criteria, Scope of work and Special requirements of the contract, Technical specifications, Instructions to Bidders, Proforma contract with schedules along with all other tender documents. 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. Copy of the Tender document shall be digitally signed by the bidders and shall accompany their Part-A bids, signifying their acceptance of the same. Bidder shall also submit along with his bid Pro forma on Information about Bidder and Bank transaction details duly filled and signed with all details required therein and with all relevant documents.
- 1.1 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT, and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, in case a contract is awarded to him.
- 1.2 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 offers etc., SHALL NOT be accepted.
- 1.3 All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer "Bidders Manual Kit" available on the above website for detailed information and instructions for registration, bid submission etc.
- 1.4 The bidder shall be prepared to commence the work from date of issue of LOI / Work Order.
- 1.5 In case of award of work, the Contractor shall obtain required license from the Labour Department for employing his labourers, before commencement of the work. The Contractor shall also ensure coverage of his labourers under the PF and ESI Acts as applicable.
- 1.6 The offers of such bidders who meet PQ Criteria shall only be considered for techno-commercial evaluation and opening of price bids.
- 2.0 **Scope of Work:** Scope of work as detailed separately.
- 3.0 **Rates:**
- 3.1 Bidder shall quote his rates for the work only as per the Price Bid Format (BOQ) attached. Bidder shall quote for all items of work as per the Price Bid format. Bids not complying with the above are liable to be rejected.
- 3.2 The rate quoted for each item of work shall be inclusive of all costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers, accommodation and transportation of their officers etc., but excluding GST. In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.
4. **Submission of bids:** The bid shall be submitted in two parts - Part- A Bid

PRPD. BY :AS

CHKD. BY :AS

APPRD. BY :JP

Pg. No: 1

COROPRATE MATERIALS -
CONTRACTSFERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

(Prequalification cum Techno-commercial bid) and Part- B Price Bid (Price Bid in BOQ).

Part- A Bid (Pre-qualification cum Techno-Commercial bid): This bid shall contain the following:

- i. All documents of this tender including Special requirements of the contract, Instructions to Bidders, General conditions, Unpriced Bid (Put tick mark on Quoted / Not quoted), Compliance statement, ANNEXURES, FACT safety rules etc.
 - ii. Copy of GST registration certificate & PAN card
 - iii. Copy of Earnest Money Deposit (EMD) payment mentioned in NIT.
 - iv. Bidder should have experience in similar job as detailed in the Pre-Qualification criteria and the copies scanned from originals to prove the qualification as detailed in the pre-qualification criteria, shall be uploaded. The **BIDDER SHALL PRODUCE THE ORIGINALS OF THE DOCUMENTS FURNISHED ALONG WITH THE PART A OF THE TENDER, AT ANY TIME, IF ASKED FOR, DURING THE EVALUATION OF PART A.**
 - v. Signed integrity pact.
5. **Part B:** The BOQ in the part B of the tender document shall be filled with quoted rate, GST Provisional Number and the SAC Code, which will be opened only after the Technical evaluation, is completed.
6. FACT reserves the right to extend without giving any reason the last date for submission and opening of bid. **HOWEVER, ANY CHANGE IN THIS TENDER LIKE EXTENTION, CANCELATION, ETC WILL BE EFFECTED ONLY IN THE CPP PORTAL**
- 7.0 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.
- 7.1 FACT reserves the right to call tenders from other parties in addition to parties found suitable by way of press advertisement under certain situation such as cartelisation or number of such parties are less, price bids received are less, or quoted rates are high or under any such circumstances which are detrimental to the interest of FACT, at its sole discretion. Further, FACT reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The opinion of FACT in this behalf will be final and binding on the bidders/contractors.
- 8.0 **Evaluation of bids:** Bidders shall quote for all items of work in the Price Bid in excel Format. Bids not complying with the above will not be considered. **Evaluation shall be done item wise. In case any item is not intended to quote please enter value zero and upload.**
- 8.1 The following conditions shall be considered in the evaluation of quotations:
 - a) Agreement with terms and conditions and schedules of Tender document;
 - b) Pre-qualification criteria
 - c) Price.
- 8.2 For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.
- 8.3 In case more than one bidder becomes L1, the contract will be finalised based on revised lowest tendered amount which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the original rates quoted by them in the revised bid submitted by them as above.
- 8.4 FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT also reserves the right to negotiate with the lowest bidder.
- 8.5 **This tender is non-divisible / non-splitable.**
- 9.0 **GST:** The basic rate quoted by the Bidder for all the works as per this tender shall be exclusive of applicable GST. GST rates applicable for each item shall be quoted separate

in the BOQ. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.

- 9.1 Please also arrange to submit the following
- 9.2 The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
- 9.3 Place of supply/Service
- 9.4 GST rates applicable for each item
- 9.5 HSN / SAC codes of each of the goods / services quoted In case of unregistered supplier, a declaration to that effect with reason should be furnished.
- 9.6 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2.
- 9.7 The supplier/contractor shall confirm the following:
 - a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
 - b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.
- 9.8 GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of 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.
- 9.9 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
- 9.10 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.

10.0 **EARNEST MONEY DEPOSIT:**

- 10.1 The bids shall be accompanied by a scanned copy of the Demand Draft /BC for the amount mentioned in the NIT from a Nationalised / Scheduled Bank drawn in favour of FACT payable at Udyogamandal - Ernakulam or the receipt of the payment through NEFT/RTGS. For NEFT/RTGS, please furnish UTR No, Payment receipt/Challan in original for the amount indicated below along with Part A bid, towards Earnest Money Deposit (EMD).
- 10.2 Bids without EMD shall be rejected. No interest shall be paid on EMD.
- 10.3 If any bidder retracts from or revises his bid during its validity period or fails to submit Security Deposit and execute the required Agreement if the contract is awarded or fails to commence execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's right to claim damages.
- 10.4 EMD of the unsuccessful bidders will be refunded soon after the contract is finalised.
- 10.5 EMD may be remitted through RTGS / NEFT also. In such cases UTR No. / scanned copy of the payment receipt may be submitted along with the Part-A of the bid. Details of Bank A/c for remittance of EMD are given below:

PRPD. BY :AS

CHKD. BY :AS

APPRD. BY :JP

Pg. No: 3

COROPRATE MATERIALS -
CONTRACTSFERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank : State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala.

10.6 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts. / firms, public sector units, Micro and Small Enterprise units registered under MSME 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). Also EMD is exempted for government departments/PSUs /Khadi board/ registered labour contract cooperative societies, etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

Declaration of Udyam no 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 offers.


10.7 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.

11. PURCHASE PREFERENCE:

This tender shall be based on MSME order dtd. 23rdMarch 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM no 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.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply 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 full/complete work of tendered value, considering the spirit of policy for enhancing the

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 4
COROPRATE MATERIALS - CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

This tender is divisible.

12. **ACCEPTANCE OF TENDER AND ISSUE OF LOI/WORK ORDER:** The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter Of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate Copy of the Work Order will have to be returned to FACT duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/Work Order whichever is issued first, the CONTRACTOR will have to remit the required Security Deposit for the Work. Also as prescribed in the LOI/Work Order/tender documents, the contractor will have to execute an agreement in stamp paper of the required value as per the proforma prescribed by FACT for the satisfactory performance of the contract. In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI/Work Order/Work to Proceed Notice, the LOI/Work Order issued will be cancelled and the party will be disqualified from bidding for any contract with FACT for a period of Three years from the date of notification.
13. **DISPUTES:**
If the Contractor is not a Central Public Sector Enterprise/Central Government Department: 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. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.
If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and government departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), 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.”
Any legal proceedings relating to or in connection with this CONTRACT shall be limited to the exclusive jurisdiction of the High Court of Kerala.
14. The bids shall be valid for a period of number of days mentioned in the NIT from the date of opening of Part-1(Prequalification cum Techno-commercial) Bids, unless otherwise mentioned in the NIT.
15. The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
16. Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
17. Bidder shall clearly indicate the time (number of days) required for mobilisation /commencement of work from the date of Letter of Intent (LOI) / Work Order.
18. Work order shall be issued by Assistant General Manager, Materials department, FACT LTD, Udyogamandal. The work shall be administered and executed by the Marketing

PRPD. BY :AS

CHKD. BY :AS

APPRD. BY :JP

Pg. No: 5

**COROPRATE MATERIALS -
CONTRACTS**

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



Dept., FACT.


19. Any further information on site familiarization/ nature of work, if required by the bidders, can be had from Marketing Dept, FACT.
For any clarification on this enquiry, the Asst. Manager(Mat)F, Phone No: 0484 2568674, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
20. The bidders are advised to get themselves informed of all the details they require before submitting their bids.
21. FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.
22. For any disparity with the conditions, the ***Special Conditions of Contract*** shall prevail.
23. FRAUD PREVENTION POLICY: Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in
24. 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.
25. 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.
26. All tender documents should be signed digitally while uploading in CPP portal. All other documents (PQ documents, financial documents, Compliance statement, Un-priced bid, Deviation statement if any, ANNEXURE, Attachments if any etc.) shall be filled wherever applicable, signed and seal affix and shall be uploaded in CPP portal. Scanned copy of Solvency and EMD are also shall be uploaded in the portal.

Whenever any portion of the “Special Conditions of Contract” or “Notice Inviting Tender” (NIT) is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Special Conditions of Contract” or “Notice Inviting Tender” (NIT) shall prevail. Similarly, whenever any portion of the “General Conditions of Contract” is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Instructions to Bidders” shall prevail.

27. INTEGRITY PACT (IP)

The bidders shall execute and submit an “Integrity Pact (IP)” with Fertilisers and Chemicals Travancore Ltd. along with the bid as per format in Proforma Contract. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed
601-A, Lotus Enpar Residency,
Shakarrao Naram Path,
Lower Parel, Mumbai-400013
Mobile: 9821058152 Mail: ajtopcop@gmail.com
2. Shri B. Ravichandran
Flat No.TF3, RKC Subrabath,

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 6
COROPRATE MATERIALS - CONTRACTS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

7th Street, Kumaran Colony,
Vadapalani, Chennai 600 026
Mobile: 9482234346 Email: bravi1958@gmail.com

Note:

- a. In case bidders require any clarification pertaining to the tender please contact Jayakumar P, Assistant General Manager (Materials)- C, Phone: 0484-2568123; e-mail: jayakumarp@factltd.com or Anand.S , AM(Mat)F, Phone: 0484-2568674, e-mail: anand.s@factltd.com. **Kindly note that the Independent External Monitors should NOT be contacted for clarifications regarding the tenders.**

**Assistant General Manager (Mat)-Contracts
Corporate Materials
Petro Chemical Administrative Building,
FACT, Udyogamandal Complex
Udyogamandal, PIN 683501**

INTEGRITY PACT

Tender no. 01020/2023-2024/E28367

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a

substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award

according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors

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

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

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without

restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

(For & On behalf of the Principal)
Seal)

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

Place:
Date:

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

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



SPECIAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-2024/E28367

Name of work: Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakhsadweep, Telangana and Odisha.

This document form part of the contract and is to be read in conjunction with the other conditions of contract attached. Wherever the provisions under SPECIAL CONDITIONS OF CONTRACT are in conflict with any of the provisions under any other contract conditions, provisions in the SPECIAL CONDITIONS OF CONTRACT shall prevail.

Drones are widely adopted across various sectors such as agriculture, healthcare, infrastructure, surveillance, and mining. Recognising the immense potential of drone technology, the Government of India has announced significant initiatives to boost the domestic drone industry such as the liberal drone policy, a production-linked incentive scheme, subsidies for agricultural drones and a liberal export policy. The widespread adoption of drones has become a catalyst for innovation, redefining the way traditional industries operate. These developments are significantly impacting agriculture, wherein agriculture drones, more commonly known as 'Kisan Drones' have emerged as a game-changing technology. Drones are now being used to spray fertilisers and pesticides to support farmers. Kisan drones have seamlessly integrated into farm mechanisation and farmer support programs, empowering the agricultural community by automating labour-intensive tasks. In line with the goal of increasing the popularity of Kisan Drones and sensitising farmers across the country, FACT Ltd. is planning to conduct drone demonstrations and is looking to hire Kisan drones.

1. Scope of Work:

The bidder shall be responsible for deploying kisan drones, appropriate spares, appropriate batteries, charger and other relevant equipment known as a 'drone pack' along with the drone pilot for conducting a minimum of 2 drone demonstrations per day with each drone pack at each location. The total number of drones required to be deployed for a particular state is given in Annexure 1. The tool kit for the drones, additional sets of battery, charger, propeller and nozzles shall be in the scope of contractor.

The bidder shall take responsibility for the complete management of the drone demonstration, including transportation to the location, insurance of the equipment's, demonstration of spray and maintenance of the drone. The selected bidders shall be responsible for maintaining the uptime of the drone throughout the hiring period.

The bidder shall deploy drones as per the schedule and locations provided by the FACT and shall be responsible for coordination with the nodal officers appointed for each demonstration.

The bidder shall showcase proof of deployment and demonstration including attendance records and flight logs and generate invoices on a weekly basis.

The bidder shall solely be responsible for complying with all applicable rules and regulations and shall undertake to follow the law.

2. Drone Specification

The drone deployed should be DGCA certified Small or Medium class and should have a spraying capacity of 8-10 litres. Each drone should be accompanied by drone pilots trained as per rules and regulations specified by the Ministry of Civil Aviation and DGCA and shall carry a valid Remote Pilot Certificate.



SPECIAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-2024/E28367

The deployed kisan drones deployed by the bidder should have GNSS and Return to Home (RTH) features along with mission planning capabilities and should have a range of at least 500 metres and should be able to spray in manual and autonomous mode.

3. Deployment Period

The bidders must deploy the entire quantity allocated to them or as mentioned in the work order, whichever is earlier. The term of the deployment contract shall be tentatively for 60 days and may vary depending on actual requirement. (6 days/week)-2 months-15/20 min per demo-2 demo per day.

The term of the deployment may be extendable by 1 month on a mutual basis, if required by FACT.

4. Payment Terms

Payment shall be made weekly on pro-rata basis, depending upon the actual demonstrations conducted.

All invoices must be raised on a weekly basis and submitted to nodal officer. Payment shall be processed within 30 days from the date of each invoice.

5. Warranties, Guarantees, and Uptime

The bidder shall be responsible for all warranties, guarantees, and ensuring uptime for the entire duration of the contract period for which the drones are being hired. Any defect during this demonstration period will also be the responsibility of the Vendor for rectification at their own cost.

6. Penalty

In the event of failure to demonstrate a single drone on any day, pro-rata reduction in weekly rental charges shall be applicable as per the formula given below:

Penal rate, if a single drone fails to perform = $\frac{2 \times \text{Weekly rate for single drone}}{6}$

If more than one drone fails to demonstrate, penal rate shall be calculated accordingly and deducted from the weekly bill.

If bad weather is prevailing in the area and demonstration is not possible, records to the effect must be maintained and duly authenticated by the nodal officer, in order to avoid penalty.

7. Statutory Obligations:

Bidders must comply with all statutory provisions and fulfil legal obligations under various industrial/labour laws. FACT shall not be liable for any non-compliance by the bidder and any liability arising on the FACT end shall be recovered from the bidders.

The supplier shall comply with all applicable rules, regulations, schemes and notifications in effect including but not limited to Drone Rules 2021, Drone (Amendment) Rules 2022,



SPECIAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-2024/E28367

Drone (Amendment) Rules 2023, Certification Scheme for UAS and any other new rules as laid down from time to time.

8. Subcontracting:

The bidder may subcontract the whole or part of the contract. However, the bidder shall bid with appropriate drone details, pilot details and authorisation documents as part of the bid and notify FACT Ltd. explicitly as part of the bid submission.

9. Security Deposit

Security deposit of 10% of total contract value shall be remitted within 15 days of WO/ before commencement of work, whichever is earlier. Security deposit will be released only on completion of hiring period, provided the contractor has cleared all dues and rectified defects if any.

10. Rates

Bidder to quote their offered rate in BOQ. The rate quoted for each item of work shall be inclusive of all costs including hiring charges, pilot charges, charges towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances, accommodation and transportation of their officers etc., except GST.

The weekly rates finalized for this tender will be applicable for the entire period of contract and the contractor has to perform work for the entire contract period regardless of quantity.

11. Evaluation

Bidders shall quote weekly rate of a single drone in the Price Bid in excel Format. Evaluation shall be done state wise. However, for the states where L-1 party is not able to supply the required number of Drones, L-2, L3, L4.....parties, in order of their position as per quoted rate will be asked to match the L-1 price till the required quantity as per tender is fulfilled.

If the Bidder is not willing to quote for particular State/States/UT, please mention "0" (zero) in Offered drones column. If the Offered drones column is left empty, it will be assumed that the bidder intends to fulfill the entire demand of FACT for that particular State/States/UT."

Note: Kindly be advised that all prequalification documents submitted must be complete, and the evaluation process will be based solely on the documents provided during the initial bid submission, taking into consideration the urgency of the work. Shortfall documents may not be collected from bidders after the bid opening. It is essential to ensure that all required documents are included when submitting your bid.

ANNEXURE 1

SL. No.	State	District	Number of Gram Panchayats	Total No of Gram Panchayats	No. of drones anticipated
1	KERALA	ALAPPUZHA	72	941	9
2	KERALA	ERNAKULAM	82		
3	KERALA	IDUKKI	52		
4	KERALA	KOLLAM	68		
5	KERALA	KOTTAYAM	71		
6	KERALA	PATHANAMTHITTA	53		
7	KERALA	THIRUVANANTHAPURAM	73		
8	KERALA	THRISSUR	86		
9	KERALA	KANNUR	71		
10	KERALA	KASARAGOD	38		
11	KERALA	KOZHIKODE	70		
12	KERALA	MALAPPURAM	94		
13	KERALA	PALAKKAD	88		
14	KERALA	WAYANAD	23		
15	LAKSHADWEEP	Lakhsadweep	10	10	2
16	TELANGANA	ADILABAD	468	12769	180
17	TELANGANA	KUMURAM BHEEM ASIFABAD	335		
18	TELANGANA	Mancherial	310		
19	TELANGANA	KARIMNAGAR	313		
20	TELANGANA	Jagitial	380		
21	TELANGANA	Peddapalli	266		
22	TELANGANA	SIDDIPET	499		
23	TELANGANA	Nirmal	396		
24	TELANGANA	RAJANNA SIRCILLA	255		
25	TELANGANA	KAMAREDDY	526		
26	TELANGANA	NIZAMABAD	530		
27	TELANGANA	BHADRADRI KOTHAGUDEM	481		
28	TELANGANA	HANUMAKONDA	208		
29	TELANGANA	KHAMMAM	589		
30	TELANGANA	JANGOAN	281		
31	TELANGANA	JAYASHANKAR BHUPALAPALLY	241		
32	TELANGANA	SURYAPET	475		
33	TELANGANA	MAHABUBABAD	461		
34	TELANGANA	Mulugu	174		
35	TELANGANA	WARANGAL	323		
36	TELANGANA	JOGULAMBA GADWAL	255		
37	TELANGANA	MAHABUBNAGAR	441		
38	TELANGANA	MEDAK	469		
39	TELANGANA	MEDCHAL MALKAJGIRI	61		
40	TELANGANA	NAGARKURNOOL	461		
41	TELANGANA	NALGONDA	844		
42	TELANGANA	Narayanpet	280		
43	TELANGANA	RANGAREDDI	558		
44	TELANGANA	SANGAREDDY	647		
45	TELANGANA	VIKARABAD	566		
46	TELANGANA	WANAPARTHY	255		
47	TELANGANA	YADADRI BHUVANAGIRI	421		
48	ODISHA	ANUGUL	225		
49	ODISHA	BALANGIR	317		

50	ODISHA	BALESHWAR	356	6794	63
51	ODISHA	BARGARH	253		
52	ODISHA	BHADRAK	218		
53	ODISHA	BOUDH	69		
54	ODISHA	CUTTACK	373		
55	ODISHA	DEOGARH	70		
56	ODISHA	DHENKANAL	212		
57	ODISHA	GAJAPATI	149		
58	ODISHA	GANJAM	503		
59	ODISHA	JAGATSINGHAPUR	198		
60	ODISHA	JAJAPUR	311		
61	ODISHA	JHARSUGUDA	78		
62	ODISHA	KALAHANDI	310		
63	ODISHA	KANDHAMAL	171		
64	ODISHA	KENDRAPARA	249		
65	ODISHA	KENDUJHAR	297		
66	ODISHA	KHORDHA	190		
67	ODISHA	KORAPUT	240		
68	ODISHA	MALKANGIRI	111		
69	ODISHA	MAYURBHANJ	404		
70	ODISHA	NABARANGPUR	189		
71	ODISHA	NAYAGARH	194		
72	ODISHA	NUAPADA	131		
73	ODISHA	PURI	268		
74	ODISHA	RAYAGADA	182		
75	ODISHA	SAMBALPUR	138		
76	ODISHA	SONEPUR	109		
77	ODISHA	SUNDARGARH	279		

Note: The number of drones shown above are indicative and may vary depending on requirement. Weekly hiring charges for single drone shall be quoted by the bidder. Payment shall be made on pro-rata basis, depending upon the actual demonstrations conducted.

(To be provided in Company Letter Head)

Declaration Regarding Clean Track Record

Reference: Tender No. 01020/2023-2024/E28367

We hereby confirm and declare that we, M/s _____, bidding for the above referred Tender has not been blacklisted/debarred as on tender date by any Central or State Government department / Public Sector Undertaking / Government Agency/ TRAI / Bank / Institution or any other agency in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Name and Designation of Signatory :

Signature of Authorized Person :

Seal of the organisation :



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

Job : Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakshadweep, Telangana and Odisha

CONTENTS

1. CONTRACTOR TO INFORM HIMSELF
2. RATES
3. ISSUE OF MATERIALS BY COMPANY (FACT)
4. EMD, SECURITY DEPOSIT AND MAINTENANCE PERIOD
5. TIME OF COMPLETION AND COMPENSATION FOR DELAY
6. PAYMENTS:
7. GST:
8. EXTRA ITEMS:
9. SAFETY AND SECURITY:
10. TERMS OF ENGAGING LABOUR:
11. TECHNICAL SUPERVISOR:
12. DISPUTES:
13. EMERGENCY:
14. DAMAGES:
15. TEST EQUIPMENTS
16. ENVIRONMENT MANAGEMENT
17. AGREEMENT
18. FRAUD PREVENTION POLICY
19. SUB LETTING

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 1
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



1. CONTRACTOR TO INFORM HIMSELF

1.1 The Contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage. Additional information may be collected from the Plant Manager / Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, Schedules, drawings, Special Conditions and all other attachments. PAN No _____ & GST No _____ (To be indicated by the Tenderer)

2. RATES

2.1 The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required. The rates shall be firm till the completion of the work including extended period, if any, and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

3. ISSUE OF MATERIALS BY COMPANY (FACT)

- 3.1 Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.
- 3.2 Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.
- 3.3 The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, such amount will be recovered from Contractor/s bill as per book value or market rate whichever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.
- 3.4 Site shall be cleared on completion of the job and clearance shall be obtained from the site-in-charge of the work/concerned departments.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 2
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

4. EMD, SECURITY DEPOSIT AND MAINTENANCE PERIOD:

4.1 All bidders except those specifically exempted shall furnish Earnest Money Deposit as specified in the NIT. The EMD for the work shall be remitted by RTGS / NEFT to the account mentioned below. After remittance, scanned copy of the UTR Number shall be uploaded along with the offer. On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released. No interest shall be paid on EMD.

4.2 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). Also EMD is exempted for government departments/PSUs /Khadi board/ registered labour contract cooperative societies, etc. as per applicable govt. directions, on submission of valid documents in proof of the same

4.3 **The Security Deposit** for the work shall be **10 %** of the Work Order value and the Contractor shall remit it to the Company account as detailed below through RTGS / NEFT or furnish a Demand Draft / Bankers cheque for the amount in favour of FACT Ltd, payable at Udyogamandal or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.

Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank : State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala

Defects noted in the work during the Guarantee/Maintenance period, if any, due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. **The S.D. will be released only on completion of the Guarantee/Maintenance period, if any, as specified in the special terms & condition of the contract, provided the contractor has cleared all dues and rectified defects, if any.**

5. TIME OF COMPLETION AND COMPENSATION FOR DELAY:

5.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 3
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

- 5.2 Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor
- 5.3 If the work is delayed due to reasons attributable to the Contractor, compensation for delay shall be recovered from the Contractor at the rate of 1/2 (Half percent) of the Contract Value per WEEK/Day of delay, subject to a maximum of 7.5% of the contract Value.
- 5.4 If in the opinion of the Engineer-in Charge, the works are unduly delayed, COMPANY (FACT) shall have the right to get such delayed items of work executed through any other Agency of its own choice at the risk and cost of the Contractor

6. PAYMENTS:

- 6.1 Payments shall be as per the Special Conditions of Contract.
- 6.2 Final Contract Price will be paid after completion of work in all respects and taking over by COMPANY(FACT), clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, income Tax, any other amount due to COMPANY(FACT) etc.

7. GST

The rate quoted by the Vendor for all the works as per this tender /WO shall be exclusive of applicable GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.

I. FACT's Provisional ID in the state of Kerala is 32AAACT6204C1Z2.

II. The supplier/contractor shall confirm the following:

- a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
- b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 4
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

III. 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.

IV. 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

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

8. EXTRA ITEMS

8.1 If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Plant Manager / Engineer-in-Charge. The rates for such items will be worked out in the following manner:

- i) Derived from similar items in the Contract.
- ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or
- iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus 10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Plant Manager / Engineer-in-Charge as and when such expenditure occurred.

9. SAFETY AND SECURITY

9.1 The Contractor shall strictly observe all safety precautions and Security regulations of COMPANY (FACT) and shall comply with the instructions of the Plant Manager / Engineer-in-Charge or his deputies in this regard. The contractor shall strictly follow all safety regulations laid by Safety Department. Precautions regarding use of electrical equipments, chemicals etc., shall be strictly followed during execution of the work.

10. TERMS OF ENGAGING LABOUR:

10.1 CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 5
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-2024/E28367

such employment.

- 10.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- 10.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- 10.4 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. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that 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 realized from the Contractor.
- 10.5 CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 10.6 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 6
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

- 10.7 Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- 10.8 The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- 10.9 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.
- 10.10 The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- 10.11 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- 10.12 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- 10.13 The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.

a. Copy of Age proof

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 7
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

- b. Police clearance certificate
- c. Copy of bank pass book
- d. Copy of Aadhar
- e. Two copies of passport size photographs
- f. Duly filled application for ESI & PF enrolment.

10.14 The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.

10.15 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.

10.16 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.

10.17 The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

11. TECHNICAL SUPERVISOR:

11.1 The Contractor shall appoint a full time Technical Supervisor as required and approved by the Plant Manager / Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorized person of the Contractor shall be considered as instruction given to the Contractor. The Technical Supervisor or an authorized agency shall be available at Site during all working hour throughout the contract period to receive instructions from the Plant Manager / Engineer-in-Charge.

11.2 Material Specifications of works, measurements and any other condition not mentioned herein shall be as per relevant Indian Standard Specifications, Codes, Regulations, Laws, etc. or as directed by Plant Manager / Engineer-in-Charge. Tests if required before taking over of the work by COMPANY (FACT) shall be done by Contractor at his cost.

11.3 Single Phase Electricity and water if required for the work will be given free or cost at one point. The Contractor shall make his own arrangements for taking

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 8
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

connection from that point.

GST is applicable as per GST Act of Government of India

12. ARBITRATION/DISPUTES:

12.1 If the 'contractor' is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

Or

12.2 For contracts other than (i) above:

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

Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

13. EMERGENCY

13.1 In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Plant Manager / Engineer-in-Charge and no extra payment will be payable for such work carried out.

14. DAMAGES

14.1 The Contractor shall take care to see that none of the existing structures, fittings, other contractor's properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.

14.2 All scrap materials shall be transported to Material Conservation yard after weighing.

14.3 During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

15. TEST EQUIPMENTS

15.1 Contractor shall use only calibrated test equipment / instruments for the works

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 9
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



GENERAL CONDITIONS OF CONTRACT

Tender no. 01020/2023-
2024/E28367

and valid calibration / test certificates shall be available for all such instruments.

16. ENVIRONMENT MANAGEMENT:

- 16.1 We are 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. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

17. AGREEMENT:

- 17.1 For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.
- 17.2 The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

18. FRAUD PREVENTION POLICY:

- 18.1 Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website www.fact.co.in

19. SUB LETTING:

- 19.1 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of COMPANY (FACT). In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to COMPANY (FACT) for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or subcontracted perform the portion of WORK so sub-let or subcontracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

OTHER TERMS AND CONDITIONS: In case of any contradiction between Special Terms & Conditions of the Contract and General Conditions of Contract or any other terms and conditions anywhere, **Special Conditions** shall prevail.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 10
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



ESI/PF CONTRIBUTION:

1. 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 the 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 debarment from participation in future tenders.
2. 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.
3. Payment of PF & ESI for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month should be forwarded to the Company.
4. 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'

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.

Statutory deductions towards Income Tax, TDS on GST etc., shall be made from the contractor's bills, as applicable.



AGREEMENT FORMAT

Tender no. 01020/2023-2024/E28367

Agreement shall be made on Rs. 200/- Non –Judicial Stamp Paper)

W.O. No dtd.

BETWEEN

THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, UDYOGAMANDAL AND

.....
.....
.....

For

.....
.....

THIS CONTRACT made and entered into this the day of by and between THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, a Company registered in India with Registered Office at Eloor, Udyogamandal P.O., Kerala State, hereinafter referred to as ‘OWNER’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns of the one part, and

.....
.....
.....

hereinafter referred to as ‘CONTRACTOR’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns, of the other part.

WHEREAS contractor submitted in response to invitation by Owner, tender for providing materials, labours, construction equipment and other related services and supervision thereof for the work first above mentioned in the title of this document and WHEREAS OWNER conveyed to CONTRACTOR vide Work Order No..... dt..... OWNER’s intention to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR accepted the same for a total amount of `-(` Only).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the parties hereto as follows:

WHEREAS the contractor has agreed, subject to the conditions and specifications contained in the documents under Work Order No..... dt..... (hereinafter referred to as the said conditions) to execute the works shown upon descriptions in the said specifications and set forth in the schedule of items of works as the probable quantities and comply with the rate of progress as indicated in the statement Work Order No. dt..... for a sum of `..... (`Only) or such other sum high or low as may be arrived at by final measurement at unit prices.

Now these presents witness and it is hereby mutually agreed as follows:

1. In consideration of the payment of the said sum of `..... (`..... Only).or such other sum high or low as may be arrived at by final measurement at unit prices, the contractor will upon and subject to the said conditions execute and complete the works as shown upon the said conditions and descriptions in the specifications and to the extent of the probable quantities shown in schedule of items of works with such variations by way of alterations or additions to, or deductions from the said works and method of payment therefore in the said conditions.
2. Time shall be considered as the essence of this agreement and the contractor hereby agreed to commence the work as specified in the said conditions and agrees to complete the work within Days/Months from the date of Work to proceed notice.

It is hereby mutually agreed that the Work Order No.....dt..... the General and Special terms and conditions and the schedule, the scope of work and annexures thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

If the 'contractor' is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

Or

(II) For contracts other than (i) above:

If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as

amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the officers of the OWNER/empowered by the owner in this behalf.

IN WITNESS WHEREOF the parties thereto have executed this agreement by their duly authorised representatives on the day and year first above written.

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

Assistant General Manager - (Materials) Contracts.
THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED,
UDYOGAMANDAL

In the presence of witnesses:

1)

2)



BANK GUARANTEE FORMAT

Tender no. 01020/2023-
2024/E28367

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(TO BE OBTAINED FROM A NATIONALISED BANK/SCHEDULED BANK IN Rs.500 STAMP PAPER)

SECURITY DEPOSIT

The Fertilisers And Chemicals Travancore Ltd.
FACT Udyogamandal Division

WHEREAS Fertilisers And Chemicals Travancore Ltd., 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.....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 if any of the terms and conditions contained in the said Work Order.

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

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

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

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

We..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or 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 or thing whatsoever which under the law relating to sureties, but for the 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 I forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained herein before, 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 or submit to the Bank addressed as aforesaid or any local branch of the bank in Ernakulam District, Kerala State 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 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 this matter.

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

Any notice by way of request, demand or otherwise hereunder 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.

Dated this..... day of.....

Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the
Branch issuing this
guarantee:

(BANK SEAL)

FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)

VENDOR DATA FORM (FOR FACT NEW VENDORS)

Sl. No.	Description	To be filled in by Vendor
	Company Profile	
1	Name of Vendor	
2	Name and address of Chief Executive	
3	Address:	a: Regd. Office
		b: Factory
4	PIN Code	
5	Telephone Nos	
6	Tele Tax Nos	
7	E mail ID	
8	Contact Person	
9	Details of Local Office/ Representatives/ Liaison Agents	
10	PAN No	
11	GST Registration No.	
12	Bank Details (Payment will be made through RTGS. Please Upload the Format verified by Bank along with a cancelled Cheque)	

(New Vendors please return this format duly filled along with Part-I: Technical Bid of the offer)

Master Data required for Online Payments
(RTGS / NEFT / Fund Transfer)

To,

The Deputy General Manager (Finance)
The Fertilizers and Chemicals Travancore LTD
Udyogamandal
Kerala

1	Vendor Code, Vender Name	To be filled by FACT
2	Income Tax PAN No	
3	Name of the Bank	
4	Address of bank branch	
5	City & State	
6	IFS Code of the bank branch	
7	Name of the bank branch	
8	Bank Account No.	
9	Account Holder's Name	
10	Email address	

For Name

Signature & Seal

Verification by the Bank

We hereby certify that all the above particulars relating to Bank Account are verified and found to be correct as per the records of the bank.

Signature and Seal of the Authorized signatory of the bank.



COMPLIANCE STATEMENT

Tender no.
01020/2023-2024/E28367

Name of work: : Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakshadweep, Telangana and Odisha

We state that our offer against Enquiry No. 01020/2023-2024/E28367 is in full compliance with the documents issued against the enquiry, without any deviations and we have read and understood the Schedule of Work, Special Conditions of Contract and General conditions attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:
Date:

(Seal)

UNPRICED BID

Please do not fill in Rates in this Bid format. Kindly indicate “Quoted/Not Quoted” in the column provided.

Dear Sir,

Sub: Hiring of KISAN drones and drone pilots for demonstrations in Kerala, Lakhsadweep, Telangana and Odisha.

Ref: 01020/2023-2024/E28367

	Descirption	GST	Price
1	Hiring of KISAN drones and drone pilots for demonstrations across Kerala State, as per Annexure 1. Rate should be provided for each individual drone on a weekly basis. A week is defined as consisting of 6 working days.	Quoted /Not quoted	Quoted /Not quoted
2	Hiring of KISAN drones and drone pilots for demonstrations across Lakshadweep, as per Annexure 1. Rate should be provided for each individual drone on a weekly basis. A week is defined as consisting of 6 working days.	Quoted /Not quoted	Quoted /Not quoted
3	Hiring of KISAN drones and drone pilots for demonstrations across Telangana State, as per Annexure 1. Rate should be provided for each individual drone on a weekly basis. A week is defined as consisting of 6 working days.	Quoted /Not quoted	Quoted /Not quoted
4	Hiring of KISAN drones and drone pilots for demonstrations across Odisha State, as per Annexure 1. Rate should be provided for each individual drone on a weekly basis. A week is defined as consisting of 6 working days.	Quoted /Not quoted	Quoted /Not quoted
Place:		Name of the Bidder:	
Date:		Signature of the Bidder:	