

**Instructions to Bidders (e-Tender) – Single Stage Two Bid System in Two Cover****1. SUBMISSION OF TENDER**

- i. Bidders shall study carefully the complete tender documents viz. NIT, Schedule of Work, Price Bid format (BOQ), General Conditions of Contract, All Schedules including drawings if any, Instructions to Bidders, Pre-Qualification Criteria, Special Terms & Conditions of the Tender, etc. Time extensions, Corrigendum, Addendums etc if any, will be hosted in the CPP e-procure website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendum, addendums, time extensions etc if any.
- ii. Offers against this NIT shall be submitted online in separate covers as instructed on E-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Tender documents and related Schedules uploaded shall be digitally signed and encrypted using the facility available at the site. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. **SHALL NOT** be accepted
- iii. 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 (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- iv. The details of the payments (for EMD) made through NEFT/ RTGS shall be uploaded along with the offer submitted online, mentioning the tender number and name of bidder while making the online payment. **In case of payment by DD/BG etc. the bidder shall make sure that the DD/BG in original reach Assistant General Manager (Materials), FACT, Udyogamandal, Ernakulam District, Kerala, Pin-683 501 before the due date and time of opening of the unpriced tender (Cover-1 of e-tender), enclosed in an envelope super scribed with the tender number, name of work and address of the vendor. In case the originals are not received within the stipulated time, the offer of the bidder shall not be considered for evaluation.**
- v. Validity: Tenders shall be valid for the acceptance of FACT for a minimum period of **SIX MONTHS** from the date of opening of the unpriced tender (Cover-1), during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted.
- vi. Bid shall be submitted online in Two (2) covers as per NIT

**Cover-I shall contain the following documents Original/Copy/digitally signed/self-attested/attested by Gazetted officer and then scanned as the case may be. (Please see the checklist)**

- a. Notice Inviting Tender and Annexure to NIT
- b. Details of EMD as applicable/ Claim for exemption with testimonials (upload scanned copy of instrument like DD/BC/BG in PDF format
- c. Signed and filled Commercial bid including Attachments, Annexures Copies of supporting documents against Pre-Qualification Criteria, like copy of purchase or work orders with schedule of Quantities, performance and Completion certificates etc, shall be self-attested. **The originals of the self-attested documents may be produced on demand.**
- d. Terms and Conditions of Tender including GCC unpriced BOQ, drawings and other documents.
- e. **Copies of GST Registration Certificate, PAN Card, Recent Bankers' Certificate with Cash Credit and Bank Guarantee Limit, Required Solvency Certificate, Audited Balance sheet for the last three years including Profit & Loss account, Schedules, Notes on account etc as applicable.**
- f. **INFORMATION OF SIMILAR WORKS** done during the past seven years with name of work, brief scope of work, initial & final contract value, Completion period etc.
- g. Details of **PRESENT COMMITMENTS** with details of work, initial contract value, period of completion, name of client, expected date of completion, percentage progress etc.

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- h. Details of **CONSTRUCTION PLANT AND EQUIPMENT** available with him for using in this work.
- i. **SITE ORGANIZATION CHART** in “FAMILY TREE” form, showing the number and grades of field supervisory, administrative and craft personnel to be employed in the works.
- j. Resumes of all proposed **KEY PERSONNEL** of the organization to be associated with the work, detailing their qualifications and experience over the past 10 years.
- k. PROGRAMME OF EXECUTION OF WORKS with respect to OWNER'S Requirement in **BAR CHART or PERT FORM** highlighting all-important milestones.
- l. **Compliance Statement** with respect to Technical aspects, General Terms and conditions, Special conditions, Safety Rules etc
- m. Document showing deviations, if any, in case the bidder is not complying fully with the tender conditions as above. Scanned copy of a signed document, stating the deviations against clauses applicable, shall be uploaded in the case of non-compliance.

**Cover II - Only BOQ shall be uploaded in this cover**

- a) Price Bid i.e. BOQ attached to the e-tender shall be uploaded after filling all relevant information such as, name of the bidder, basic price and GST in relevant fields.
- b) GST details shall be quoted separately in the column provided in BOQ
- c) The Priced BOQ shall be uploaded strictly in the format (Excel) attached, failing which the offer is liable to be rejected. Renaming or changing the format of BOQ sheet will not be accepted by the System.
- d) Bidders shall quote prices in the BOQ only. Prices indicated elsewhere shall not be considered.

**Note: Bidder is requested not to send/submit any hard copy of price bid.**

- vii. Bidders are advised to submit quotation based on the terms and conditions and other schedules contained in this tender document and not stipulate any deviations as far as possible.
- viii. Any exception/ deviations, which the bidder may propose, shall accompany the quotation. FACT reserves the right to evaluate quotations containing deviations after taking into account impact of such variations in quoted price. All attachments to these tender documents as applicable will become part of any resulting contract.
- ix. Bidders are advised to complete all uploading formalities related to tenders well in advance. FACT shall not be responsible for non-submission/ uploading due to technical reasons, like non-availability of website in the closing minutes of the tender end date and time. **Care shall be taken to submit the hard copy of Cover-1 as mentioned in (iv) above with original EMD & Solvency documents and Integrity pact as per clause 18.0 below, well before the due date and time of Part-1 tender.**
- x. In the tender document published by FACT, the content in its entirety is relevant and the bidder shall give the compliance without deleting or altering any of the portion in the whole set of Tender Document. Failure to comply with this requirement may result in rejection of the tender.
- xi. Completeness of scope of work: Tenders shall be for the complete scope of work as described in the Tender Document, without any exclusion. Only those tenders who meet this requirement will be considered for award of the Contract.
- xii. The Tenderer is responsible for properly estimating the difficulty and cost of the work. The Tenderer may request and obtain from all concerned sources/ authorities the clarification of items that require additional definition prior to submitting the proposal. Questions on clarifications required from FACT shall be submitted thru' email.
- xiii. The Tenderer may visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of

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weather conditions, infra structural facilities, availability of construction materials etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.

- xiv. The Tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FACT/FEDO, and FACT/FEDO shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.
- xv. Amendments to the tender documents may be issued by FACT/FEDO prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer. Such amendments to the tender documents, if any, shall be uploaded at <https://eprocure.gov.in> only, prior to the date of submission of tenders.
- xvi. Unit prices shall be quoted for all items (In Indian Rupees only), except for items where lump-sum rates are specifically sought. In case of tender for sale or disposing of material by company, highest price will be considered.
- xvii. FACT/FEDO shall proceed with evaluation of the Pre-qualification / or Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Bidders are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk. **Also closely verify the checklist for the uploaded documents and confirm whether all requested documents are uploaded.**
- xviii. FACT/FEDO reserves the right to extend the closing date of the bid without giving any reasons, which shall be published in <https://eprocure.gov.in>.
- xix. In case information, if any given by the bidder, is found to be untrue, FACT/FEDO reserves the right to terminate the contract without any notice or assigning any reason thereof.
- xx. Any intimation to contractors will normally be sent by e-mail at their address given in their bid. FACT/FEDO will not be responsible for delay in delivery of mail or non-receipt of intimation due to any reason.
- xxi. The quotations shall be submitted in English Language and the units of measurement shall be in metric system.

**2. EARNEST MONEY DEPOSIT :**

- i. EMD may be remitted through NEFT/ RTGS to the account as given below or shall be submitted in the form of Demand Draft from a Nationalized/Scheduled Bank in INDIA drawn in favour of FACT payable at Udyogamandal or shall be in the form of Bank Guarantee. (Form of BG attached). The details of the remittance of EMD such as UTR No./ DD No. as applicable shall be uploaded along with the tender document. If payment of EMD is made by DD/ Bank Guarantee, ORIGINAL document is to be submitted at the office of AGM (Materials), FACT before the due date and time of opening of TECHNICAL BID, super scribing the tender number, name of the work and name of the bidder on the envelope containing the document.
- ii. Account details for remittance of EMD through NEFT/ RTGS are as given below.

Name of A/c Holder : Fertilisers And Chemicals Travancore Ltd.  
Account Type : Cash Credit  
Account No : 57017844467  
IFS CODE : SBIN0070158  
Name of Bank : State Bank of India  
Branch : Udyogamandal  
District : Ernakulam  
State : Kerala

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The bidder shall indicate the name of the bidder and tender number while making the online payment through NEFT/ RTGS and the details of the payment with UTR No shall be uploaded along with the offer submitted online

The Earnest Money Deposit accompanying the tender, if in the form of Bank Guarantee, shall be kept valid up to a period of **ONE MONTH beyond the validity of tender itself. (For minimum 7 Months)**. The successful Tenderer shall keep the EMD valid up to the date of entering into a formal contract with FACT and establishing the Performance Bond.

- iii. Bids without EMD shall be rejected. EMD and document fee is exempted for Micro, Small and Medium Enterprises (MSME) having a valid certificate of registration/Udyog Aadhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided/uploaded along with the bid to avail exemption. EMD and document fee is exempted for government departments/PSUs/Khadi Board/registered labour contract cooperative societies also.
- iv. No interest shall be paid on the EMD.
- v. If the bidder retracts from or without request of FACT, revises his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages.
- vi. In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.
- vii. On the successful tenderer remitting the Security Deposit, EMD of all unsuccessful bidders will be released. The EMD of the successful Bidder will be adjusted against Security Deposit or will be released, if the bidder wishes so, upon entering into an agreement and providing the Performance Bond.
- viii. BANK GUARANTEES: All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a Nationalised / Scheduled bank in India.

**3. VALIDITY**

The bid shall be valid for a period of **Six Months** or for any higher period as prescribed in the tender notice / documents from the date of opening of bids during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted. The tender / bid submitted is liable to be disqualified and the EMD furnished is liable to be forfeited, in case of non adherence.

**4. PRICING**

- i. The quotations shall, in all respects, conform with the enclosed specifications, drawings, data sheets, terms & conditions and other schedules enclosed herein.
- ii. The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated completion period.
- iii. Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted. In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified & EMD forfeited.

**5. EVALUATION OF QUOTATIONS**

- i. The following conditions shall be considered in the evaluation of quotations:

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- a. Agreement with terms and conditions and schedules of Tender document
  - b. Price
  - c. Delivery / Completion period
  - d. Experience with the same or similar works for the intended services
  - e. Bidder's resources (Finance, man-power, plants & equipments) under possession for satisfactory execution of WORK.
- ii. Bidders are expected not to take any deviations from the terms indicated in the tender documents. For bid evaluation, FACT/FEDO shall make Price loadings to the quoted prices of Tenderer towards deviations in terms & conditions of the tender as follows.
- a. Payment Terms : No advance payment is acceptable. In case of earlier payments than the stipulated payment schedule, the same shall be loaded with 4.05% above SBI MCLR- 1 Year (as on PART A Unpriced bid opening) for the period & amount of earlier payment..
  - b. Price Reduction Clause
    1. As per Tender(0.5% per each week or part there of delay sub.to a max.10 %): Nil loading
    2. 0.5% per week or part thereof to a capped value :% loading for the difference from 10%.
    3. Any other deviation or non acceptance: 10% loading.
  - c. No deviation in Security Deposit & Performance Guarantee terms are acceptable.
- iii. 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.
- iv. FACT/FEDO 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/FEDO regarding the same shall be final and conclusive. The work may be split up if considered expedient.
- v. In case more than one bidder becomes L1, the contract will be finalized based on revised lowest tendered amount, which will be obtained from the L1 bidders.
- vi. FACT/FEDO reserves the right to negotiate with the lowest bidder only as per CVC guidelines.
- vii. FACT/FEDO shall, at its own discretion, delete any one or more item of works from the tender at any time without assigning any reason whatsoever.

**6. BID OPENING**

- i) Part-I, Technical bids of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.
- ii) Part-II - Price bids of bidders whose Part-I bids are found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. The Price bid opening date/time will be intimated to the bidders concerned.

**7. CLARIFICATIONS**

In case any clarifications are required, the bidder shall contact FACT thru' e-mail. FACT shall give such clarifications by e-mail. All clarifications provided shall be binding on bidder. No claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of tender. All clarifications/ correspondences with respect to this tender enquiry shall be made to the AGM (Materials) FACT as per NIT.

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The quotation shall contain the name, address, place of business of person or persons making the tender and shall be signed by tenderer with his digital signature. Partnership firms shall furnish the full name of all the partners in the offer. It shall be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Online Quotation by a Corporation shall be signed by an authorised representative and a Power of Attorney in that behalf shall accompany the quotation.

**9. AWARD OF CONTRACT**

Contract will be awarded by FACT/FEDO the tenderer whose tender has been determined to be in agreement with terms and conditions and schedules of Tender document and who has offered the lowest evaluated price provided that the Tenderer so selected for award has the capacity and resources to carry out the contract as judged by FACT/FEDO. Notwithstanding the above, FACT/FEDO reserves the exclusive right to accept or reject any or all tenders without any obligation or liability whatsoever to any of the tenderer.

**10. 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/FEDO 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 shall remit the required Security Deposit for the Work. Also as prescribed in the LOI/ Work Order/ tender documents, the Contractor shall execute an agreement in stamp paper (INR 500) 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 EMD already deposited by the Contractor shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor. The contractor whose EMD is forfeited is liable for delisting from FACT and also shall not be eligible to participate in the other tenders invited by the company at the sole discretion of FACT. Incomplete quotations are liable to be rejected.

**11. SECURITY DEPOSIT**

The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to 10% of the contract value as per mode prescribed in the tender document/work (However if the amount exceeds Rs. 10,000/- Bank guarantee from a Nationalized / Scheduled Bank in INDIA is also accepted as SD).

**12. 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](http://www.fact.co.in)

**13. FACT GATE ENTRY PASS:**

Entry pass 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
- b. Police clearance certificate
- c. Copy of bank passbook
- d. Copy of Aadhaar

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- e. Two copies of passport size photographs
- f. Duly filled application for ESI and PF enrolment (for new members)

**14. CHANGE IN CONSTITUTION**

Any change in constitution of Contractor's firm shall be done only with prior information to FACT.

**15. WAGES TO CONTRACTOR WORKERS:**

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 5 th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department

**16. DISPUTES**

- a) Should there be any discrepancy, inconsistency, error or omissions in the contract or any of the contract documents the matter may be referred to the concerned Controlling Officer of FACT through the Engineer-in-charge who shall give his decision and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the Controlling Officer shall be final and conclusive and the contractor shall carry out the work in accordance with his decision.
- b) This contract shall be subject to and shall in all respects be governed by Indian law. If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, 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 and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.
- c) Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

**17.0 MAKE IN INDIA**

- 17.1 Purchase preference shall be given to local suppliers in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.
- 17.2 For the purpose of extending purchase preference, the minimum local content shall be 50% and margin of purchase preference shall be 20%, as defined in the above Orders, unless specified otherwise in the Enquiry.
- 17.3 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

**18.0 INTEGRITY PACT(IP)**

The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Chemicals Travancore Ltd. along with the bid as per attached format. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),  
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002  
Mobile: 8547381122 Telephone: 0487-2381123  
E-mail address: [vkmenon78@gmail.com](mailto:vkmenon78@gmail.com)

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**19.0 CONCESSIONAL RATE OF CUSTOMS DUTY:-**

19.1 Being a project for setting up of a new fertilizer plant, owner is entitled to Customs Duty Concession at 5% as per Notification issued by Department of Revenue, Ministry of Finance, in exercise of powers conferred by Sub Section 1, Section 25 of the Customs Act 1962 and subsection 12 of section 3 of Customs Tariff Act 1975. It is the responsibility of the contractor to make necessary arrangement, support, assistance to avail the said Customs Duty concession and pass the benefit to the owner in all imported goods / items on which the said benefit is available.

19.2 "It is the responsibility of the contractor to get all the applicable benefits of deemed export available to the project, as per prevailing Foreign Trade Policy. The contractor shall submit the details of benefits considered in the bid and also inform the details of documents to be submitted by the owner for availing all these benefits to the project."

20.0 **IMPORTANT :** Before Price bid opening, the Bidders shall be required to give **PRICE BREAK UP IN % OF TOTAL PRICE FOR the SUPPLY of IMPORTED MATERIALS** in the following format.

Details of each imported materials required for Barge and associated Facilities complete in all respects including Spares shall be furnished.

Item Description	% of price quoted	Basic Customs Duty(BCD)	Social welfare cess on BCD	IGST on Customs duty	Any other charge* in % of quote

(\* Please give details on any other charge if any)

The above breakup shall be considered for deducting / passing on benefit to FACT in case of Import is on concessionary customs duty/ deemed export.

**21.0 NOTE**

**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.**





**Instructions to Bidders (e-Tender) – Single Stage Two Bid System in Two Cover**  
**PROFORMA FOR EARNEST MONEY DEPOSIT**

( ` in INR 500/- Stamp Paper)

The Fertilisers And Chemicals Travancore Limited, Udyogamandal - 683 501  
Kochi, India

THIS DEED made..... 'day of ..... by Bank ( Name & Address of the branch of the bank ) a Bank incorporated in .....and having its Registered Office at .....(hereinafter called" The Bank" ) which expression shall include its successors and assigns).

WHEREAS.....(Name of Contractor, Place, Registered Office, if any) (hereinafter called the TENDERER) are submitting tender for the work of .....for The Fertilisers And Chemicals, Travancore Limited, Cochin Division, Ambalamedu – 682 303 , Kochi, India (hereinafter called the OWNER) against the invitation to Tender No.....Dtd. ....of the Fertilisers And Chemicals Travancore Limited, Kochi Division, Ambalamedu subject to the terms and conditions therein.

AND WHEREAS the said Invitation to tender provides that Tenderer shall along with the Tender furnished an Earnest Money Deposit of Indian Rupees. ....(Rupees. ....only) in the form therein mentioned and the form of payment of Earnest Money Deposit includes guarantee by any Nationalised Bank of India / Scheduled or Foreign Bank registered in India, undertaking full responsibilities to indemnify and pay to OWNER in India in case of default by the Tenderer. And the said TENDERER has approached us and at their request and in consideration of the promises ,we, the said BANK have agreed to give such guarantee as herein-after mentioned.

1. We, the BANK do hereby unconditionally undertake to pay the OWNER merely on demand and without demur all monies to the extent of Rs.....(Rupees . ... only) on commission of any breach by the said TENDERER of any of the terms and conditions of the said tender or by any reason of the TENDERER'S failure to perform the said tender. The BANK hereby agrees that the decision and demand of the OWNER on the aforesaid matter and or as to the amount payable by the BANK shall be final, conclusive and binding on the BANK without further proof.
2. We, further undertake to pay to the OWNER any money so demanded notwithstanding any dispute or disputes raised by the TENDERER in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
3. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the TENDERER shall have no claim against us for making such payment.
4. This guarantee is not revocable by notice during its currency but will continue with full force until all the obligations of the TENDERER under the terms of the Tender have been met and the OWNER discharges the guarantee accordingly. This guarantee shall not be affected by any change in the constitution of the BANK or OWNER or TENDERER nor shall this guarantee be affected by any change in the constitution of the OWNER / TENDERER by absorption with any other body or corporation and this guarantee will be available to or enforceable by such body or corporation.
5. The OWNER may without affecting BANK'S liabilities and obligations hereunder grant time or other indulgence to or compound with the TENDERER or enter into any agreement or composition or agree to forbear or forbear to enforce any of the terms and conditions of the said tender against the TENDERER or agree to vary any of the terms and conditions of the said tender.
6. Notwithstanding anything contained in the foregoing our liability under this guarantee is limited to a maximum of Rs..... (Rupees.....only). Our guarantee shall remain in force to..... ( 7 months from the due date of tender ) until-unless a claim or demand under this guarantee is made on us within six months after the expiry of the above date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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7. We the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OWNER in writing. Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the BANK addressed as afore said and if sent by in registered 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 registered post it shall be sufficient to prove that the envelope containing the notice was sent by registered post and certificate signed by an officer of the OWNER that the envelope was so posted shall be conclusive.
8. Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter

We have the power to issue this guarantee in your favour and the undersigned has full power to do so

Full address of the Bank Issuing this Guarantee

For (Name of Bank):

Authorised official:

Date & Bank Seal

Name & Designation

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(To be given on Rs. 500/- stamp paper)

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(To be obtained from a Nationalised/scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd., Udyogamandal

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala, (hereinafter referred to as the Company) has placed an Order No..... dated ..... with M/s ..... (hereinafter called the Supplier/Contractor) for the supply/work of ..... and where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees ..... only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/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 Order, we, ....., the Bank (hereinafter referred to 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 `..... (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 Supplier/Contractor of any of the terms and conditions contained in the said Order. We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Supplier/Contractor of any of the terms and conditions contained in the said Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Supplier/Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said Supplier/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 Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said Order have been fully and properly carried out by the said Supplier/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 Order or to extend time of performance by the said Supplier/Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier/Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Order 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 Supplier/Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us. This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation. Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under.



**Instructions to Bidders (e-Tender) – Single Stage Two Bid System in Two Cover**

Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding ..... (Rupees..... only). Any notice by way of request, demand or otherwise here under may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive. Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having Jurisdiction over Udyogamandal, in Kerala State, where the registered office of the Company is situated and no other court shall have jurisdiction in the matter.

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

Dated this ..... day of ..... Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee

**Instructions to Bidders (e-Tender) – Single Stage Two Bid System in Two Cover****INTEGRITY PACT**

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

**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 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.

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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.

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(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.



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**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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

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

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

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

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

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

Place:  
Date:

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

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