

CORPORATE
MATERIALS
DEPARTMENT

TRANSPORTATION OF BAGGED FERTILISERS
FROM FACT UC/CD TO KRS AND HANDLING THE
SAME AT KRS

ENQ.No.MM/180/E27936
Dated 31.07.2023

दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड
निगम सामग्री, पी डी प्रशासनिक बिल्डिंग
उद्योगमंचल, कोच्ची, केरल – 683 501
दूर: (0484) – 2568629, 2568123
ई मेल: jayakumarp@factltd.com; paulpt@factltd.com
वेबसाइट: <http://www.fact.co.in>

**फेक्ट यू सी/सी डी से के आर एस तक बैग में भरे उर्वरकों के परिवहन और हैंडलिंग के लिए ई-
निविदा [पृछताछ सं.MM/180/E27936 dtd 31.07.2023]**

फेक्ट के उद्योगमंडल कॉम्प्लेक्स / कोचीन डिवीजन, अंबालामेडु से कलामासेरी में फेक्ट के गोदामों तक बोरे में भरे उर्वरकों के परिवहन और इसे संभालने के लिए अनुभवी और आर्थिक रूप से मजबूत सड़क परिवहन ठेकेदारों से <https://eprocure.gov.in/> पोर्टल के माध्यम से ऑनलाइन बोलियां (दो भाग प्रणाली) आमंत्रित की जाती हैं। इस निविदा में कोई भी बदलाव/विस्तार केवल हमारी वेबसाइट/सीपीपी ई-प्रोक्योरमेंट पोर्टल के माध्यम से सूचित किया जाएगा और समाचार पत्रों में प्रकाशित नहीं किया जाएगा।

बोलियां जमा करने की नियत तिथि/समय: 14.08.2023/अपराह्न 3.00 बजे।

सहायक महाप्रबंधक [सामग्री]सी

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



NOTICE INVITING e-TENDER

- 1.0 Online bids [two cover system] are invited from financially sound and experienced transport contractors meeting the qualifications specified below for transportation of approx. **6,00,000 MT** bagged fertilizers from FACT's Udyogamandal Complex at Udyogamandal (FACT-UC) & **50,000 MT** approx. from FACT's Cochin Division at Ambalamugal to the godowns of FACT's Railway Forwarding Office (Kalamassery Railway Siding Office - KRS) at Kalamassery and handling the same at KRS Kalamassery for a period of TWO years from the date of commencement of work as per LOI/ Work order.

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

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

2.0 General Information

Enquiry No.	MM/180/E27936 Dated 31.07.2023
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	14.08.2023/ 03.00 PM
Date & Time for opening of Part A of the Bid.	16.08.2023 / 11.00 AM
Contract Period	Two Years
Name of Work/ Description/ quantity	Transportation of bagged fertilizers from FACT's Udyogamandal Complex & Cochin Division at Ambalamugal to FACT's Godowns at Kalamassery and handling the same at Kalamassery as per details furnished in the tender documents enclosed with this enquiry. Estimated quantity 6,50,000MT (for two years)
EMD	Rs.1,00,000/- through NEFT/RTGS
Contact for e-Tender Helpline	1. Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com
Contacts for Tender details	1. Mr. Paul P Thomas, Tel: +91 484 2568629, e-mail: paulpt@factltd.com 2. Mr. Jayakumar P, Tel: +91 484 2568123 e-mail: jayakumarp@factltd.com

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

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4.0 **PRE QUALIFICATION CRITERIA:** Pre-qualification Criteria to be met by the Bidders:

4.1 Bidder must have experience in transporting bagged materials like fertilizers, sugar, cement, etc. for any three years during the last five years ending on date of opening of Part- A Bid. Documentary evidence in support of this such as copies of work orders/ experience certificate/ performance certificates etc., from organization served shall be enclosed along with Part-A Bid.

4.2 Bidder must also have transported not less than 10,000 MT of bagged materials as above for any single organization during any one of the last five years ending on date of opening of Part A Bid, and must enclose copies of (i) Work order supported by (ii) Experience certificate and (iii) Performance certificate issued by the contractee with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry.

For the purpose of 4.1 and 4.2 above, the documents from Government / Quasi Government / Public Sector under taking / Private limited companies / Public limited companies, shall be considered for acceptance.

4.3 Bidder must own / lease from the date of opening of Part A Bid (i.e. Pre-qualification cum Techno-commercial Bid) till the expiry of the contract period, not less than 16 lorries (without side bodies to avoid obstruction by side covers while unloading) , either in the names of the proprietor, partner(s) or in the name of the firm. Documentary evidence in support of the above such as Lease agreements (for leased vehicles), copies of Registration Certificate, Permit, Insurance, Fitness Certificates etc., shall be furnished along with the bid.

4.4 “Bidder shall furnish a solvency certificate (original or copy duly attested by a Notary) for a minimum of **59.00** lakh from a Nationalised/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.”

4.5 Bidder must have an Office in Kochi / nearby areas or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to co-ordinate day-to-day activities with FACT.


Bidders not meeting the Pre-Qualification criteria at 4.1 to 4.5 above will not be considered.

Note for Micro & Small Enterprises and Startups

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

5.0 **SCOPE OF WORK:**

Please refer Special Terms and Conditions. Bidders may please refer Clause 3.1 of Special Terms and Conditions of Contract (Annex. III) for scope of work and Clause 3.2 for the applicable quantities.

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6.0 EVALUATION OF BIDS:

- 6.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 6.2 Bidder shall be required to quote for all the items of work under Schedule A, B, C & D of Price Bid Format.
- 6.3 Evaluation of bids shall be based on the rates quoted by the bidder for the following:
- (1) Transportation from UC and CD to KRS as per Schedule- A-1.1&1.2 of Price Bid Format,
 - (2) Handling operations and Loading into Wagons as per Schedule B-2.1&2.2, Schedule C-3.1&3.2, and Schedule D of Price Bid Format.

Evaluation of Price bids and determination of L1 bidder shall be based on the combined total value of all the items under the Schedule A1.1&1.2, Schedule B-2.1&2.2, Schedule C-3.1&3.2 and Schedule D as above, which will be arrived at based on the rates quoted by a bidder for each item for the corresponding quantities indicated.

In case more than one bidder become L1, based on the evaluation method as above contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above.
Bidders may also refer clause 8.0 of Instructions to Bidders.

RATES:

The rates quoted shall be firm without any change on any account during the contract period of 2 years except for variations in the price of High Speed Diesel Oil (HSD) at Cochin as explained in Clause 3 of Standard Terms and Conditions.

8.0 GENERAL

- 8.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 8.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 8.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 8.4 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. Along with the bid

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as per Annexure-X. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed Flat 902, Saikrupa Hill View, Golf Course Road, Sector -12. Kharghar, Navi Mumbai-410210 Mobile: 9821058152 Mail: ajtopcop@gmail.com	2. Shri B. Ravichandran Flat No.TF3, RKC Subrabath, 7th Street, Kumaran Colony, Vadapalani, Chennai 600 026 Mobile: 9482234346 Email: bravi1958@gmail.com
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In case of any clarifications, please contact the officers at 8.5 below. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tender.


8.5 In case bidders require any clarification on this enquiry please contact- Asst.General Manager (Materials)C [Phone- 0484- 2568123], e-mail: jayakumarp@factltd.com or Senior Officer (Materials)-T&S [Phone No.0484-256 8629], e-mail: paulpt@factltd.com, Centralised Materials, PD Administration Building, FACT Ltd., Udyogamandal P.O, PIN-683 501.

For further information on technical matters, site familiarisation, if any required by the bidders, can be had from (i) SM (Traffic)UC (Ph: 2567799) or (2567652). The bidders are advised to duly get themselves informed of all details they require before submitting their bids.

**For The Fertilisers And Chemicals, Travancore Limited
ASST. GEN. MANAGER (MATERIALS)**

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	9
2	Annexure II	Vendor Data Updation (Declaration) Form	6
3	Annexure III	Special Terms & Conditions	12
4	Annexure IV	Standard Terms & Conditions	6
5	Annexure V	Compliance Statement	1
6	Annexure VI	Unpriced copy of Price bid format	1
7	Annexure VII	Price bid format (BoQ) (Excel Format)	1
8	Annexure VIII	Proforma of Bank Guarantee for Security Deposit	2
9	Annexure IX	Proforma of Agreement	1
10	Annexure X	Integrity Pact	5

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ANNEXURE – I**Instructions to Bidders (OPEN e-Procurement)**

- 1.0** Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0** Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0** Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1** The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2** The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.

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3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :

The Asst.General Manager (Materials)C, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.

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


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

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

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

5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.

5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.

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- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.


5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc

6.0 BID OPENING:

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

7.0 EARNEST MONEY DEPOSIT:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

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7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, MSE units (Micro and Small Enterprises) registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.


7.3 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

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

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

In case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

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This tender is Non-divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

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

11.0 Rates:

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

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

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable will be payable extra by FACT as per Statutory notification.

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

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12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **Five percent (5%) of the total contract value** by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.


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

13.0 PURCHASER'S RIGHT:

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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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

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

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

The supplier/contractor shall do the following:

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

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

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

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

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

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Assistant. General Manager(Materials)C, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal - 683 501, Tel : 0484-2568123/2568629; Email:jayakumarp@factltd.com.
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to

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the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

16.8 Work order shall be issued by Asst.General Manager [Materials] C.

17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)C

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ANNEXURE II

VENDOR DATA /UPDATION FORM
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

TRANSPORTATION OF BAGGED FERTILISERS FROM FACT UC/CD TO KRS AND HANDLING THE SAME AT KRS
TENDER NO. MM/180/Exxxx Dated xx.xx.2023

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

Sl. No	Description	To be filled in by vendor
1	Name of the bidder/firm	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	
17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company/ Hindu Undivided Family/ Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors	
21	CATEGORY:	
a	Whether the entrepreneur comes under the given status (please tick and attach document)	Micro/ Small/ Medium

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b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	
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22. TECHNICAL EXPERTISE :(Proforma for furnishing details of previous experience in transporting not less than 10,000 MT of bagged materials bagged materials like fertilizers, sugar, cement, etc for any single organization during any one of the last five years ending on date of opening of Part A Bid.)

Name of Client	Work Order No. & Date	Item Transported	Period of Contract & Quantity in MT(Please specify year)				
			Year 1	Year 2	Year 3	Year 4	Year 5


Note: Copies of (i) Work order supported by (ii) Experience certificate and (iii) Performance certificate issued by the contractee with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry.

23.0 Details of lorries owned / taken on lease:

A - Owned: a)In the name of the Proprietor/Partner(s)/Firm :

(Attach Photocopy of Registration Certificate, Permit, Insurance and Fitness Certificates)

Sl.No	Reg. No.	Approved Carrying Capacity(in MT)	Permit valid up to

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B- Taken on Lease : a) Taken on lease for contract period:


Sl.No.	Reg. No.	Approved Carrying Capacity(in	Permit valid up to

Attach lease agreement in Rs.200/- stamp paper in original and photocopy of Registration certificate, permit, insurance and Fitness Certificate)

- Note:
1. The originals of Registration Certificate / Permit / Insurance / Fitness Certificate / any other certificates shall be submitted for our verification when called for.
 2. The lorries shall not be less than 10 MT carrying capacity and shall be without side body.
 3. The lorries shall have valid Insurance/Permit/ /Fitness Certificate.

24.0 FINANCIAL WORTHINESS

Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings	
Working Capital that can be mobilised for two months operation of the contract with supporting details	Rs.....lakhs

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24.1. Details of credit / limits facilities enjoyed :
(Certificate from Bank regarding working capital mobilisation to be enclosed)

Sl. No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.	Amount of credit limit sanctioned Rs.

24.2 Details of Profit & Loss Account:

(Please enclose copies for the preceding three financial years (duly audited))

S.No.	Year	Total revenue receipts Rs.	Profit / Loss Rs.
1	2019-2020		
2	2020-2021		
3	2021-2022		

24.3 Details of Balance Sheet of the firm for preceding three years:

S.No.	Year (as on)	Total Capital employed (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2019-2020				
2	2020-2021				
3	2021-2022				

(Please enclose copies of Balance Sheets and Profit and Loss account, duly audited, for the preceding three financial years.


24.4 Turn- over for the three financial years ending 31st March (in Rs. Lakhs):

2019-2020	2020-2021	2021-2022

(Attach copies of audited Balance Sheets and Profit & Loss Accounts for the above three years.)

25. Pan No:

(Attach Photocopy of Pan Card)

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26. **Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT.**Days.

27 OTHER DETAILS:

1	Have you ever been blacklisted by Government Department, Public Sector, Quasi Government, Undertaking	
3	Time required for commencement of work from date of our Letter of Intent(LOI) /Work Order	
4	When was the current long-term agreement signed with Workers' Union & When is it due for renegotiation	
5	Whether there is any serious labour unrest at present	
6	Any criminal cases pending against you / firm:	
28	EMD Details	Exempted / Paid


29. Please furnish the following details along with your Banker's Authorisation letter:

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

30. Following documents shall be enclosed:

1. Proof of constitution of firm.
2. Copy of "Permanent Account Number" (PAN) Card.
3. Certificate from Bank on Credit limits/ facilities
4. Copy of Audited Profit & Loss Account for years 2019-2020, 2020-2021 and 2021-2022
5. Copy of Audited Balance Sheet for years years 2019-2020, 2020-2021 and 2021-2022

Copies of work orders/ experience certificate/ performance certificates from the clients indicated in Clause 4.1 of NIT and copies of (i) Work order supported by (ii) Experience certificate and (iii) Performance

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certificate relevant to that particular Work Order issued by the contractee as per clause 4.2 of NIT shall be furnished.

6. Solvency Certificate as per Clause 4.4 of Notice Inviting e-tender.
7. Copy of GST Registration Certificate
8. Copy of valid registration with Labour/PF/ESI Depts.
9. Copies of the Registration Certificate, Permit, Insurance and Fitness Certificates.

DECLARATION

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

Authorised Signatory,

Date: Name :

Place: Designation :

Signature :

(Seal)

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ANNEXURE-III**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

- 1.0 Period of Contract:
The period of contract for the work shall be for two years from the date commencement of work as per Letter Of Intent (LOI)/ Work order issued by FACT.
- 2.0 Constitution of the Contractor.
- 2.1 The contractor shall furnish FACT, full details of his business constitution. If a partnership firm or a Company, a copy of the Partnership Deed or Memorandum of Association or Articles of Association as the case may be, together with power of Attorney, if any, granted in anybody's favour to act as the authorized signatory or otherwise, should be made available to FACT.
- 2.2 Any alteration in the composition or constitution of the Contractor and events like death/ resignation of Partner/Director shall be notified to the concerned Traffic Manager within 24 hours of the event. In such situations FACT reserves the right to terminate or continue the contract or to require the Contractor/ Survivor to produce such documents or to conform with such formalities for continuing the work, as FACT deems fit.
- 3.0 **Description of Work / Liability of the Contractor**
- 3.1 The scope of work shall be as detailed below:
- 3.1.1 Safe transportation of Ammonium Sulphate, Factamfos or any other fertilizers, bagged in 50 kg bags, in suitable lorries engaged by the Contractor, to/from our factories at Udyogamandal (FACT-UC) and Ambalamedu (FACT-CD) after necessary weighments to the Kalamassery Railway Siding (KRS) godown and vice versa if required.
- 3.1.2 Loading Ammonium Sulphate, Factamfos or any other fertilizers, bagged in 50 kg bags, from lorries directly into wagons placed at KRS, or Unloading and stacking in our godowns at KRS at minimum 12 bags height from Contractors' / Company / Company hired / other contractors' lorries (including charges for separation and stacking of bags damaged in transit).
- 3.1.3 Loading and stacking Ammonium Sulphate, Factamfos or any other fertilizers, bagged

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in 50 kg bags, into wagons placed at KRS from our KRS godowns, either by head load or after transporting in contractors' vehicles near to the wagons and then loading into wagons (Single rate is applicable irrespective of the lead to the wagons).

3.1.4 Loading from the godown of KRS, Kalamassery onto lorries for movement to destinations as required by FACT during emergencies. The rate applicable for this work shall be the same as for item 3.1.3 above.

3.1.5 If under any circumstances, FACT is required to transport bagged fertilizers from FACT – Cochin Division (FACT-CD, at Ambalamedu) to KRS, the bidder shall undertake to handle the products transported from FACT-CD (i.e. unloading in to KRS godowns and loading from KRS godowns on to lorries) as per the terms and conditions of the corresponding work in respect of bagged fertilizers transported from FACT – UC and handled at KRS. The rate applicable for unloading in to KRS godowns from lorries with products transported from FACT-CD shall be the same as for item 3.1.2 above and the rate applicable for loading these products from KRS godowns on to lorries shall be the same as for item 3.1.3 above. The work as per 3.1.1 above (transportation from FACT-UC to KRS, Schedule-A) shall be required to be carried out during all the three shifts, i.e. 12/08, 08/04 & 04/12 shifts (Round the clock).

3.1.6 **Work under Schedule – A** 1.1&1.2 i.e. transportation to/from FACT-UC & CD to KRS: Work under Schedule – A shall be required to be carried out during all the three shifts (i.e. 12/08, 08/04 & 04/12 shifts-Round the clock) being operated by FACT.

3.1.7 **Work under Schedule - B:** i.e. Handling during Day and Evening shifts i.e. 08/04 & 04/12

Work under Schedule - B i.e. (2.1) - loading directly into wagons/unloading and stacking in KRS godown and (2.2) - loading from KRS godown and unloading into wagons), shall be required to be carried out during all the Day and Evening shifts i.e. 08/04 & 04/12.

3.1.8 **Work under Schedule - C:** i.e. Handling during Night shift i.e. 12/08 shift

Work under Schedule – C i.e. (3.1) - loading directly into wagons/unloading and stacking in KRS godown and (3.2) - loading from KRS godown and unloading into wagons), shall be required to be carried out during the Night shift i.e. 12/8 shift.

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3.1.9 Work under Schedule - D: i.e. Loading into wagons/trucks from KRS godown during all the 3 shifts - Night, Day and Evening shifts

The Contractor shall load a minimum quantity of one rake, 1344 MT (21 wagons X 64 MT) on to the wagons in a day, when there is rake loading, at rates applicable for the work done. During the period, the contractor shall also handle the work of unloading in the godowns from lorries as per FACT's requirement, at the above rates. The rates applicable for the work done be applicable vide the above rates, even if the quantity loaded or handled is in excess of 1344 MT.

3.2.0 Quantity for transportation/ handling:

3.2.1 The quantity to be transported to KRS and handled at KRS is furnished in the Table:

PROPOSED	Schedule wise Allocation of Quantity (Estimated)	Qty. estimated for next 2yrs (MT)
1	Schedule A- Transportation of bagged fertilisers from FACT during all the 3 shifts - Night, Day and Evening shifts	
1.1	Transportation of bagged fertilisers from FACT UC during all the 3 shifts - Night, Day and Evening shifts	6,00,000
1.2	Transportation of bagged fertilisers from FACT CD during all the 3 shifts - Night, Day and Evening shifts	50,000
2	Schedule B- Handling of bagged fertilisers at Kalamasserry-RH godown during Day and Evening shifts i.e Morning 08.00am to Midnight 12.00am	5,50,000
2.1	Loading from lorries to wagons	
2.2	Unloading from lorries and stacked in KRS godown	
3	Schedule C- Handling of bagged fertilisers at Kalamasserry-RH godown during Night shift i.e Midnight 12.00am to Morning 08.00am	1,00,000
3.1	Loading from lorries to wagons	
3.2	Unloading from lorries and stacked in KRS godown	
4	Schedule D- Loading into wagons/trucks from KRS godown during all the 3 shifts - Night, Day and Evening shifts	5,50,000

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- 3.2.2 The quantities for transportation and handling as indicated above may vary depending upon seasonal demands for the fertilizers, Govt. policy, monsoon pattern, road movement, raw materials availability, production level, storage capacity in Plants/ KRS godown etc. & force majeure conditions. However, the contractor is liable to supply lorries in sufficient numbers and move the goods as per Despatch Instructions and oral / written communications for changes if any, issued from time to time by UC Traffic Department. **The contractor shall transport and handle 50 % more quantities than envisaged in Clause 3.2.1 at the same rates if required by FACT.** There is no guarantee to the contractor for the quantities indicated in the tender. The contractor shall have no claim for idling/engaging of lorries/workmen engaged by him and for any loss of revenue due to reduction in quantity offered for the work.
- 3.3.0 The purpose of the contract is to maintain transportation of bagged fertilizers from our plants at Udyogamandal to Kalamassery Railway Siding so as to ensure uninterrupted plant production and for dispatching the products from KRS to various destinations by Rail or Road with minimum cost. For this, the contractor shall perform the following works without any failure.
- 3.3.1 Providing sufficient number of good & transport fit lorries continuously for movement of bagged fertilizers from our plant to Kalamassery Railway Siding (KRS) as per our requirement and loading directly into wagons when wagons are available or unloading to our KRS godowns when wagons are not available. The bagged fertilizers unloaded at KRS have to be loaded again into wagons or lorries. Wagons/Rakes have to be loaded within the prescribed demurrage-free time. For doing this, maximum quantity of bagged fertilizers shall be ported from FACT Udyogamandal for direct loading as offered by FACT and the balance shall be loaded from the stocks available at our KRS go-downs. As far as possible double handling (unloading at godowns and loading again into wagons) shall be avoided. In order to avoid demurrage, the contractor is to arrange required workers for loading and also arrange to transport required wagon quantities from plant / godown at UD to KRS.
- 3.3.2 In order to achieve the above requirements, the contractor shall have to supply minimum 40 lorries of minimum 10.000 MT capacity or with larger payloads to transfer the product during all the three shifts i.e. 12/08, 08/04 & 04/12-Round the Clock. The contractor is to ensure that the lorries with large body size capacity if used, will be loaded and can be manoeuvred in the space available in FACT & KRS Godowns without causing demurrages /damages.

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- 3.3.3 The contractor shall be in a position to command sufficient labour force for handling bagged fertilizers at Kalamassery for timely loading and unloading without affecting our production and loading of wagons without any demurrage and he has to execute the various works entrusted to him as per requirements of FACT strictly as per instructions from FACT-UC Traffic Department/ FACT's Traffic Office at KRS. The contractor shall be required to undertake the work even with notice period of less than 24 hours.
- 3.4 If the contractor fails to supply minimum number of lorries with sufficient load capacity with/ or adequate man power for these trucks as mentioned in 3.3.2 above liquidated damages shall be applicable as follows:
Rs.500/- per shift or part thereof per lorry short supplied in the case of each shift per lorry.
This is without prejudice to FACT's further rights to take action as per Clause 11 of the Standard Terms and Conditions (Annexure - II).
- 3.5 Signing of FACT's transit documents by the contractor's representatives shall be deemed to be the acknowledgment of receipt of goods on behalf of the contractor.
- 3.6 The contractor will be responsible for ensuring that the correct fertilizer and quantity as specified by FACT shall be loaded into wagons. In case of wrong / short loading of fertilizers into the wagons, the loading charges due to the contractor and freight charges of railways for such wrong / short loaded quantity will be to the account of contractor and shall be recovered from the contractor.
- 3.7 As per the present Railway Guidelines, the full rake quantity is 2688 MT (42 wagons x 64 MT per wagon) and half/mini rake quantity is 1344 MT (21 wagons x 64 MT per wagon). The contractor shall be fully responsible for any demurrage or wharfage accrued and payable to the Railway as a result of failure on the part of the contractor to complete the loading of wagons within the time limits prescribed by the Railway. In case all the wagons are not loaded by the contractor, all extra expenditure incurred by FACT on account of not loading all the wagons (as per the Railway rules from time to time) shall be recovered from the contractor.
- 3.8 In case the lorries are held up en-route due to any breakdown or accident or Force Majeure conditions, the matter shall be intimated to the Traffic Manager UD immediately. The contractor shall arrange to ensure that the cargo of FACT is safe

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and protected and moved to destination or directed destination by FACT. In case of an accident the activities of mitigation regarding the accident victims and cargo has to be carried out by the contractor.

- 3.9 The contractor or his authorized representative shall report at the office of FACT Traffic Department at Udyogamandal / Kalamassery every day at beginning of the shift (12/08, 08/04 & 04/12) to receive instructions for the shift and arrange transport accordingly. The contractor shall also collect information at the end of shift regarding the number of wagons indented and the quantity to be moved in next shift from our Kalamassery Office for making satisfactory arrangements for loading the wagons with least delay and without incurring demurrage.
- 3.10 The trucks engaged by the contractor for the execution of this work shall be on dedicated basis. All the trucks should be road worthy & licensed as per the abiding CMV rules of the land.
4. The normal working time of the labour force, who handle our bagged fertilizers at KRS shall be from 00:00 Hours to 00:00 Hours (Round the Clock) on all days. The contractor shall arrange to provide lorries and labourers to work round the clock on all days including Sundays and Holidays. However, the working hours on Rake Loading days shall be as prescribed by Railway administration from time to time, so that the loading is completed without incidence of any demurrage.
5. Stacking and loading: (a) Stacking shall be done in a scientific manner (b) bagged fertilizers are to be loaded from godowns in First in First Out method.
6. Hooks shall not be used for handling the bags. In case of damage the bag and material inside the bag due to rough handling of labourers/machinery, the cost of bags and material as fixed by the company from time to time will be recovered from the Contractor's bill.

SECURITY DEPOSIT:

The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to Five percent (5%) of the total contract value by NEFT/ RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India,


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Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor. The violation of any of the terms and conditions of Contract by the Contractor shall entail forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

- 7.0 **Settlement of Bills:** Bills shall be submitted by the Contractor on a fortnightly basis. Bills in respect of Udyogamandal Complex (UC) shall be certified by Traffic Manager UD.
- 7.1 Payment will be credited to Contractor's bank through National Electronic Fund Transfer or RTGS. Contractors are required to furnish the following details along with their Banker's authorisation letter:
a) Bank Name b) Branch Name c) MICR Code d) IFSC code e) Account type f) Account No.
7. GST, if any, imposed by the Government shall be applicable as per the relevant notification.
- 8.1 In respect of services provided or agreed to be provided by a goods transport agency in respect of transportation of goods by road, 100 % of Goods and Service Tax shall be payable by FACT under RCM (Reverse Charge Mechanism).
- 8.2 In respect of services provided or agreed to be provided in service portion, applicable GST shall be paid to the vendor based on proper GST invoice from vendor.
- 8.3 **The unit rates quoted shall not include the portion of tax payable by FACT.**
- 8.4 GST, 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. If the same is to be paid by FACT, the above shall be done by FACT directly.

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9. When the bagged fertilizers are handed over to the contractor, he should arrange to transport immediately to our Kalamassery Siding. It shall be the Contractor's responsibility to provide the required number of tarpaulins and to protect the bagged fertilizers during transportation. The normal route for transport of products by lorry to Kalamassery and back is: FACT Udyogamandal plants via TCC - Pathalam – FACT Old Welcome Gate- Puthiya Road – Decathlon- SCMS college- KRS. The distance for the aforesaid route shall be reckoned as 6 kilometers one way. However, on rake-loading days, the shorter route via FACT Township may be allowed, without any rate variation, as far as possible.

10. Shortage / loss / Damage:

The Contractor shall be responsible for all shortages, loss or damage from the time the consignments are received to the time they are delivered at the stipulated destination. If any shortage/loss/damage etc. occurs after the bagged products are handed over to the Contractor, he shall compensate such shortage, loss, damage etc. including non-delivery of material at rates decided by FACT. If the contractor fails to deliver the stock at KRS within 30minutes of dispatching from FACT-UC and no reporting has been made by the contractor, the contractor can be penalized for delay in delivery as per rate mentioned in Schedule B (I) for the load carried in the truck. FACT reserves the right to realize such compensation by appropriating from the Contractor's bills/Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor. In cases of any dispute, FACT's discretion on the subject shall be considered final and binding on the Contractor.

11. **Insurance:** Contractor has to compensate FACT for any loss sustained by FACT towards damages, shortages, losses, contamination, non-delivery of products etc., for reasons that are attributable to the Contractor. FACT's decision on the above shall be final and binding on the Contractor. FACT reserves the right to realize such compensation at rates decided by FACT by appropriating from the Contractor's bills/ security deposits without prejudice to FACT's rights to claim balance amount, if any, from the Contractor. FACT shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of the obligations under the terms of the contract.

Insurance coverage of the Contractor's vehicles, crew and all belongings engaged for the work shall be arranged by the contractor at his own responsibility and cost. The Contractor shall be fully responsible for all

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damages to the vehicles, his personnel and also for liabilities on account of 3rd party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract.

12. In case, the contractor fails to carry out the works satisfactorily as per contract, FACT may give 24 hours' notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. In default of compliance of said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means/other agencies and the loss or damage or extra expenditure incurred in this connection shall be debited to the contractor's account as already mentioned. The cost of such removal shall be in addition to Liquidated Damages as per terms under Clause 3.4 above.

In addition to the above, in case the Contractor failed to perform the contract as per the terms and conditions of the contract, FACT shall have the power to terminate the contract and make alternative arrangements to carry out the work for the remaining period at the risk and cost the Contractor. In such case, the Contractor shall be liable for any expenses, loss or damage, which FACT may incur or sustain by reason of or in connection with the Contractor's default. FACT will also have the option to put the vendor on Enquiry Holiday for a minimum period of three years.

13. 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 three days after wage disbursement as per forms supplied by FACT.
14. The contractor shall not employ workers below 18 years or above 58 years of age or persons who are disabled, infirm, mentally unsound, women in advanced stage of pregnancy or very old persons.
15. The Contractor shall obtain required valid license from the Labour Department for employing his labourers under the Contract Labour (Regulation and Abolition Act) before commencement of the work. The contractor shall abide by all the provisions of the above statute and the rules framed there under.
16. 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

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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, if applicable, 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.

17. 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.

18. The contractor shall obtain passes for him and his workers for entry inside the factory compound. Passes are not transferable and shall be renewed on expiry. On expiry of the contract, passes must be surrendered to FACT Security department, failing which amount applicable as per FACT rules shall be paid by the contractor for every pass thus not returned.

19. Before the commencement of work, the contractor shall submit the following to FACT:
 - List of trucks engaged for KRS work- 40nos. Truck nos along with their details (incl. RC book copy)
 - List of Drivers, their license copies and Insurance details
 - List of labour employed at KRS
 - Authorised agents and their authorisation letters


The contractor should inform Traffic Manager UC regarding any replacements, additions or deletions in the given list of vehicles, drivers and agents / labour at KRS & UD.

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On days when unloading into KRS godown/ rake loading takes place, the contractor's representatives shall arrange for opening and closing of the go-downs as per instructions from our Office-in-Charge at Kalamassery.

20. Giving or requesting any type of illegal gratification to/from any person / agency inside or outside FACT premises will be viewed very seriously and FACT reserves the right to take suitable action against the Contractor indulging in such practices, including termination of contract without notice, and the remaining work in such cases will be arranged by FACT through other parties at the contractor's risk and cost.
21. Strike etc. by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.
22. The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the equipment/ crew deployed by the contractor for the work as per this contract.
23. It is to be understood that FACT shall not provide any other services except as specifically defined. Contractor shall render all other services/carry out all incidental works whether mentioned herein or not, for executing the contract to the satisfaction of FACT.
24. Agreement: The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.
25. The contract shall not mean continuous work for the Contractor. There will not be any payment towards idling charges on account of this.
26. FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.
27. The Contractor shall exercise care, diligence and promptness in the work and adhere to all rules and regulations, statutory obligations and all other rules and laws that have a bearing on the work. Any damage, or any action legal or otherwise arising on account of the contractor's failure or negligence or breach of the statutory obligations, shall be to the contractor's account. If any loss/ expenditure arising from the breach thereof is not satisfactorily met/ settled by the contractor,

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FACT reserves the right to withhold payment of bills/security deposit and discharge the obligations of the contractor without prejudice to the company's right to claim from the contractor full value of damage/compensation. The account rendered by FACT in this connection shall be treated as final.

28. As per Government of India directive, payment of wages and other benefits to all the workers shall be made through bank by the contractor. The contractor shall confirm that all the payments to the workers shall be made through bank and shall attach documentary proof as required along with periodic bills.
29. Contract Administration: This contract shall be administered by Traffic Manager- UD or his/her authorized representative.

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our "Standard Terms and Conditions of Contract viz. Annexure-IV". In case of any contradiction between Special Terms and Conditions (Annexure-III) and Standard Terms and Conditions of Contract (Annexure-IV), Special Terms and Conditions (Annexure-III) shall prevail.

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ANNEXURE-IV

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS :

- 01. GENERAL:
- 02. SECURITY DEPOSIT:
- 03. RATES:
- 04. PAYMENT:
- 05. QUANTITY:
- 06. CONTINUITY OF WORK:
- 07. RESPONSIBILITY FOR MATERIAL:
- 08. SECURITY & SAFETY REGULATIONS:
- 09. STATUTORY OBLIGATIONS:
- 10. CONTRACTOR's WORKMEN:
- 11. DEFAULT:
- 12. TERMINATION:
- 13. FORCE MAJEURE:
- 14. ASSIGNMENT:
- 15. APPLICABLE LAW & SETTLEMENT OF BILLS:
- 16. ENVIRONMENT MANAGEMENT SYSTEM:
- 17. FRAUD PREVENTION POLICY OF FACT:
- 18. ENTIRETY OF CONTRACT:

01. GENERAL:

"FACT" shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Ambalamedu.

"Contractor" shall mean the firm/company/individual, who has been awarded the work order (Contract) against their bid in response to the enquiry issued by FACT.

The Contractor shall return to FACT the duplicate copy of the work order with terms and conditions duly acknowledged and signed in confirmation of having accepted the order as per terms and conditions mentioned.

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


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

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

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

02. SECURITY DEPOSIT :

The contractor) shall remit interest free Security Deposit (SD) equivalent to **Five percent (5%) of the total contract value** by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

03. RATES:

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

Rate revision on account of changes in the price of High Speed Diesel (HSD) oil shall be effected only if specified in the Special Terms and conditions.

04. PAYMENT :

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

05 QUANTITY :

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

06. CONTINUITY OF WORK :


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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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

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

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

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

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


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

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

09. STATUTORY OBLIGATIONS

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

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

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

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

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non-compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debaring from participation in future tenders.

The workers deployed by the contractor for the work shall be covered under the PF & ESI Acts. The contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable.

Payment of PF & ESI for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month should be forwarded to the company.

The contractor will, in turn, submit the documentary evidence in support of payment of PF & ESI of each month along with subsequent month RA Bills.


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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated

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damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.

12. TERMINATION :

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

13. FORCE MAJEURE:

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

14. ASSIGNMENT :

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


15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM :

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

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17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE-V**COMPLIANCE STATEMENT**

We state that our offer against Enquiry No. MM/180/E27936 Dated 31.07.2023 is in full compliance with the documents issued against the Enquiry No: MM/180/E27936 Dated 31.07.2023 without any deviations and we have read and understood the Notice Inviting Tender, Instructions to Bidders, Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

(Seal)

Date:

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ANNEXURE - VI**UN PRICED COPY OF PRICE BID FORMAT**

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

Sub: Enquiry No. MM/180/E27936 dated 31.07.2023 for transportation of bagged fertilizers From FACT UC/CD to FACT's Kalamassery Railway Siding (KRS) godown and handling at KRS godown.

With reference to your above enquiry, we quote our lowest rates as below:

SL.No	Schedule of Work	Estimated Quantity for two years (MT)	Indicate Quoted” Do not quote rate in this column
1	Schedule-A Transportation of bagged fertilisers from FACT during all the 3 shifts - Night, Day and Evening shifts		
1.1	Transportation of bagged fertilisers from FACT UC to KRS during all the 3 shifts - Night, Day and Evening shifts	6,00,000	
1.2	Transportation of bagged fertilisers from FACT CD to KRS during all the 3 shifts - Night, Day and Evening shifts	50,000	
2	Schedule-B Handling of bagged fertilisers at Kalamasserry–RH godown during Day and Evening shifts i.e Morning 08.00am to Midnight 12.00am		
2.1	Loading from lorries to wagons	1,35,000	
2.2	Unloading from lorries and stacked in KRS godown	4,15,000	
3	Schedule-C Handling of bagged fertilisers at Kalamasserry–RH godown during Night shift i.e Midnight 12.00am to Morning 08.00am		
3.1	Loading from lorries to wagons	25000	
3.2	Unloading from lorries and stacked in KRS godown	75000	
4	Schedule-D Loading into wagons/trucks from KRS godown during all the 3 shifts - Night, Day and Evening shifts	5,50,000	

Evaluation of Price bids and determination of L1 bidder shall be based on the combined total value of all the items under the Schedules A-1.1&1.2, B-2.1&2.2,C-3.1&3.2 and D as above, which will be arrived at based on the rates quoted by a bidder for each item for the corresponding quantities indicated

*GST Shall be extra as applicable

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

Signature of the Bidder

Place
Date

(Office seal)

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ANNEXURE - VII**Part -B****PROFORMA OF PRICE BID**

Please visit <https://eprocure.gov.in> and search using the tender **ID 2021_FACT_625332_1**
under FACT Tenders to see the price Bid (BOQ-EXCEL SHEET)

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ANNEXURE – VIII

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON
STAMP PAPER WORTH Rs.500/-)**

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683501.

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Contractor) for the work ofand 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 fulfilment of the said work order by the said Contractor.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above work order, we..... The Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rupees.....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said work order.


We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirm 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 thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under 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 to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear 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

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the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.

Any notice by way of request, demand or otherwise here under may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State.


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

Dated this..... day ofTwo thousand and Twenty Two.

For (Name of Bank) :
 Authorised Official :
 Name :
 Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE- IX**AGREEMENT**

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

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

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

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

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

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

IN WITNESS thereof the Contractor, M/s.... and The Senior Manager Purchase(T&S) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

In the presence of witnesses:

1.

2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**

ANNEXURE- X

(To be executed in Plain Paper)

INTEGRITY PACT

Between

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

And

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

Preamble


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

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

Section 1 - Commitments of the Principal

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

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

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(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.

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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,

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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

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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)
Bidder(s)/Contractor(s)
(Office Seal)

For & On behalf of
(Office Seal)

Place:
Date:

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

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

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