

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
FACT State Office, No 150, 18th Cross, CHBCS
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FACT KARNATAKA	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at Mysore Rail Head (RH) in Karnataka	Date 20.07.2022
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NOTICE INVITING AD-HOC-TENDERS

Ad-hoc tenders are invited from experienced transport contractors for undertaking the work of clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at Mysore Rail Head (RH)/ ASC in Karnataka. The period is from the date of award of contract to till finalization of new permanent contract. The bidders may also refer the Terms and Conditions (Annexure-I) applicable for the proposed contract. Affix seal and signature on each page of price bid and terms and conditions, send them in a sealed cover mentioning 'TENDER FOR ADHOC CONTRACT AT Mysore' so as reach State office Bangalore on or before 03.00 pm on 27.07.2022 and will be opened on the same day at 03.30 pm in the presence of tenderers.

1.0 General Information

Date & Time for sending the Bid.	Reach State office at Bangalore before 03.00 pm on 27.07.2022
Date & Time of opening the Bid.	In State Office Vijayanagar Bangalore at 03.30 pm on 27.07.2022
Name of Work/Description	Clearing, handling and transportation of bagged products (fertilizers, gypsum or other materials) at Mysore Rail Head (RH/ASC)
Security Deposit	5% of the total contract value
Period of contract	From the date of award of the contract to till the finalization of new permanent RH contract.
Contacts	1) Sri K R Rao DGM(M)-Karnataka, Ph: 23114293, Mob:6282616197 email: amka@factltd.com 2) Sri K N Venkatesha AGM Bangalore 23114292 Mob:9686646639 email: factblr@gmail.com

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ANNEXURE- I

TERMS AND CONDITIONS OF CONTRACT
CLEARING, HANDLING & TRANSPORTATION OF BAGGED PRODUCTS AT MYSORE RH IN
KARNATAKA

1 DEFINITIONS

1(a) FACT shall mean THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal (FACT-UD) and at Ambalamedu (FACT-CD) and Marketing offices spread across South India (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).

1(b) "Contractor" shall mean the individual / firm / company, who has been awarded the Work Order (contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

1⊙. Evaluation of Bid

The bidder has to enter a single "Excess (+) or Less (-) percentage" in the bid form. This Excess (+) or Less (-) percentage quoted by the bidder will be applied on the FACT's estimate for each item of work for the RH and the rate per unit of each item of work quoted by the bidder will be calculated. Evaluation of bids and determination of the lowest bidder (L1) for RH shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per the schedule of work given in the Price Bid Format and computing the combined total value of all the items of work for the RH. The bidder who has quoted the least overall percentage of the total work amount in the price bid for an RH shall be selected as L1 bidder.

2. PERIOD OF CONTRACT

The period of Contract shall be from the date of issue of Work order to till the finalization of permanent contract.

3. AGREEMENT

Contractor to Execute Agreement: The contractor shall execute an Agreement with FACT, within 15 days of receipt of the Work Order. The Agreement shall be executed on stamp paper (of appropriate value) as per the proforma as specified by FACT.

4. SECURITY DEPOSIT

4.1 The contractor shall furnish an interest free Security Deposit (SD) equivalent to 5% (five percent) of the total initial Work Order value as given in the Work Order (irrespective of actual quantity of work executed during the contract period), by RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed by FACT within 10 days of receipt of the work order.

4.2 In case the contractor fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the contractor. The contractor will also be liable for getting delisted from FACT and will not be eligible to participate in future tender(s) as per FACT's policy in vogue.

4.3 The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

5. FIRMNESS OF RATES

5.1 The rates shall be firm throughout the contract period. No charge/claim on any account, incidental or otherwise, other than expressly provided in the contract, shall be payable by FACT.

6. QUANTUM OF WORK:

The quantum of work depends up on various factors like agro-climatic conditions, market requirement, supply plan issued by Government, production at FACT's plants / arrival of shipments, availability of rake etc. and the quantum indicated in the W.O. is only indicative. FACT reserves the right to reduce or increase the quantum of work at any time without assigning any reason whatsoever and the contractor shall carry out the work as per actual quantity requirements of FACT at the same rates and terms & conditions as per the W.O. The contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantum of work.

7. Goods and Service Tax(GST)

Rates given in the Work Order are exclusive of Goods and Service Tax(GST) and the contractor or FACT, as the case may be, shall remit GST in compliance with the statute. In case GST has to be paid by the contractor as per relevant Rules & Regulations the same shall be reimbursed to the contractor against documentary proof.

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 Provisional ID in the state of Karnataka is 29AAACT6204C1ZP

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

The supplier/contractor shall do the following:

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

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

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

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

8. SCOPE OF WORK

- 8.1.1 Clearing of bagged products (such as fertilizers, gypsum, or any other materials) from railway wagons at the Rail Head (RH), unloading on to railway platform (if necessary), and loading on to trucks/lorries placed by the contractor/dealers of FACT for onward movement to required destinations. FACT has made all arrangements for ensuring correct quantity of products loaded into railway wagons and trucks/lorries in our premises as well as from various Port godowns. The contractor is free to engage his representative at the loading points at (i) Kalamassery Railway Siding, Kochi, (ii) FACT Cochin Division, Ambalamedu, Kochi, and (iii) seaports like Tuticorin, Kochi etc., if he so wishes, to witness rake loading so as to satisfy himself with the system followed. The contractor shall clear, handle and deliver at RH the full quantity as per RR without any shortage. Cost of shortages, if any, found between the RR quantity and delivered quantity at the RH will be recovered from the dues/bills of the contractor, if the seals of the wagons are intact, at 150% of the value (MRP plus Govt. Subsidy) of product as applicable. If the seals of the wagons are broken / tampered with, the matter may be reported to FACT and clearing of such wagons shall be done only with the permission and under supervision of FACT.
- 8.1.2 Transportation of bagged products in trucks / lorries placed by the contractor from RH to godown / Stock points/ dealer's points situated within a distance not exceeding 15 km from the RH as given in the contract.
- 8.1.3 Transportation of bagged products in trucks/lorries placed by the contractor from RH to godowns / stock points / dealer's points situated within a distance of above 15 km & not exceeding 50 km.
- 8.1.4 Loading of bagged products at FACT ASC godowns and any godown/s rented by FACT, on to Trucks/lorries placed by FACT's dealers or other agencies, weighing of bagged products, if necessary, as per instructions given by the authorised personnel at ASC.
- 8.1.5 Unloading of bagged products at FACT ASC godowns and any godown/s rented by FACT from Trucks/lorries, weighing of unloaded bags (if necessary) and stacking in the godowns as per instructions given by the Sales Officer (SO) / Sr. Agro Service Officer(SASO) / Depot Officer(DO) or his authorised staff at the ASC. Unloading of bagged products transported to dealer's godown / State/Central Warehousing Corporations godown's is excluded from the scope of the contractor.
- 8.1.6 Re-bagging including removing the bagged products from the stack, refilling the same in fresh bags, standardisation of rebagged products including weighing, stitching using thread suitable for HDPE bags and restacking. FACT shall provide empty bags for rebagging purpose. Stitching machine and thread for stitching (suitable for HDPE bags) shall be provided by the contractor at his own cost.
- 8.1.7 Stenciling of Maximum Retail Price/subsidy details on the bags (filled with 50 kg product or on empty bags) at ASC / any godown/s rented by FACT, as per instructions given by the authorised personnel at ASC / any godown/s rented by FACT using stencil plate, brush, paint etc., provided by the contractor at his own cost.
- 8.2 The quantity cleared, handled, transported, etc. as per paragraphs 8.1.1 to 8.1.3 above shall be assessed by computing the weight considering 20 numbers of bags filled with products as equivalent to one MT (1,000 kg) irrespective of actual gross weight of individual bags and shall not be based on weighment of individual bags or

otherwise. In the case of transportation under paragraph 8.1.3 the UoM shall be MTK, i.e. the product of quantity in MT worked out as above and the distance in km. For e.g. transportation of 300 bags (15 MT) filled with products by truck for a distance of 120 km constitutes a quantity of $(120 \times 15) = 1800$ MTK. For serial numbers from 8.1.3 to 8.1.6 above, the rates are in "Rupees per MT per km". The UoM for the above items is "MTK" (quantity in MT multiplied by distance in km). By multiplying the rate in Rs. per MT per km with the actual quantity in MTK (quantity in MT transported x distance in km between the RH and the delivery point) will be the value of the respective transportation work. In the case of transportation under paragraph 8.1.2 with in a distance not exceeding 15 km from RH} the rate (Rs. per MT) shall be applicable for the quantity assessed as above irrespective of the actual distance from RH within the distance limit specified.

- 8.3 The contractor or his authorised representative shall liaise with Railways and monitor arrival schedule of rakes at the RH. The contractor or his authorized representative shall contact the Sales Officer (SO)/Sales-in-Charge(SIC) /Sr. Agro Service Officer(SASO)/Depot Officer(DO) or his authorised personnel at the ASC concerned and collect necessary documents and instructions for despatches.
- 8.4 The contractor shall provide adequate number of labourers and lorries/trucks for clearing, handling and transportation of products as required by FACT at short notice without causing any delay and levy of demurrage/ wharfage by railways. The contractor shall follow the extant rules of railways and ensure that the bagged products are promptly cleared from the wagons at the RH within the allowed free time given by railways from time to time, so as to avoid incidence of demurrage / wharfage. Whenever consignment arrives before receipt of Railway Receipt (RR), the contractor shall arrange to clear the consignment on indemnity bond, in order to avoid any demurrage or wharfage. In case of failure by the contractor to clear, handle and transport the required quantity within the free time allowed by railways all costs inter-alia demurrage / wharfage, incidental to such failure shall be to the account of the contractor.
- 8.5 The contractor shall carry out all works incidental to the scope of work stated above, whether expressly mentioned herein or not, for executing the contract to the satisfaction of FACT.
- 8.6 Transportation of bagged products shall be undertaken in lorries / trucks only. Products loaded on trucks/lorries shall be secured and protected by covering with tarpaulin irrespective of weather condition. The bagged products are to be handled with due care and hooks shall not be used while handling so as to avoid damage to products.
- 8.7 As per the instructions given by SO/SIC/SASO/DO the contractor shall directly transport and deliver the products to ASC godowns / any other warehouse rented by FACT/Stock Points/Dealer's godowns, immediately after clearing the goods from RH. Whenever sale takes place from RH either in part or in full, the contractor shall load such quantities on to the trucks/lorries placed by FACT's dealers, or other agencies for onward dispatch to the dealers' godowns/specific locations and the balance quantity only shall be transported to ASC godowns / any other warehouse rented by FACT/Stock Points/Dealer's godowns.
- 8.8 In the case of transportation of bagged products as per scope of work, distances from the RH to various godowns of ASC/ Warehouse / dealer etc., as verified by a committee of FACT officials, would be the basis for working out transportation charges. Wherever the distances verified by FACT's committee are not available, distance certificates issued by National Highway Authority of India or State Highways authorities or State Road Transport Corporation or Automobile Association of India, as available shall be considered as the basis for release of payment. For all such cases SRM shall certify the bills for payment based on the said documents.
- 8.9 FACT shall not be responsible for any delay in unloading the bagged products at the ASC Godown or any warehouse taken on rent or dealer's godowns or any other destinations. No detention charges for trucks at the loading/unloading points or any locations shall be payable to the contractor under any circumstances whatsoever.
- 8.10 In the case of RH sales and delivery to FACT's dealers as per instructions of FACT officials viz. SO/ SIC / SASO / DO, any delay in clearance of rake due to delay in placement of lorries directly attributable to the dealers, the responsibility regarding the demurrage/ wharfage so incurred will be decided on a case to case basis by the Sr. Regional Manager/Marketing (SRM) concerned. The contractor shall keep in constant touch with SO/ SIC / SASO / DO, at the ASC concerned and carry out the works.
- 8.11 If railways demand any legally valid charges including undercharges at the time of clearance of rake, the contractor shall make the payment to railways under intimation to SO/ SIC / SASO / DO and clear the rake without delay. However, if demand of railways appears to be not valid, the contractor will make payment under protest under intimation to SO/ SIC / SASO / DO and clear the rake without delay. In such cases, a copy of the letter of protest issued by the contractor acknowledged by railways should be forwarded to FACT. The contractor may claim reimbursement from FACT of the amounts so paid, producing (i) the payment receipt in original from railways and (ii) letter of protest, if any, duly acknowledged by railways in original.
- 8.12 The contractor or his representative or his workmen shall not interfere, obstruct, cause to be interfered with any work entrusted with other contractors by FACT and in the event of his non-compliance with the above FACT will take appropriate remedial action as deemed fit at the risk and cost of the contractor. Any damage caused to FACT's own or hired building/equipment or any property of Dealers of FACT etc., due to the negligence of the contractor or his workmen, will be to the account of the contractor and FACT shall be indemnified by him in all such cases.
- 8.13 Safe handling / carriage: Contractor is entirely responsible for carrying out the work in a safe manner and he shall ensure safe handling, carriage and delivery of bagged products. In case the shortage/damage/non-- delivery of products occurs due to reason(s) attributable to the contractor, FACT shall deduct 150% of the value (MRP plus Govt. subsidy) of product so affected as applicable from the contractor's bills / security deposit etc as necessary.
- 8.14 The bagged products are to be handled with due care and caution ensuring that no bagged product gets damaged during handling. If any loss or damage is caused to the bags or materials as a result of negligence or carelessness of the contractor or the workmen engaged by him, the contractor shall be liable to compensate FACT for such loss or damages. In case of cut and torn bags, Rs.30/- per bag shall be deducted from his bills as damages in addition to the cost of the material, if ascertained that the bags are cut & torn on account of the contractor.

9.0 DELIVERY

- 9.1 Bagged products entrusted with the contractor shall be transported to and delivered at the destinations as expeditiously as possible within the same day/next day as practically workable, but in any case not exceeding 3 (three) days. No transshipment is envisaged for transportation. In case the bagged products are held up en-route and delivery is likely to exceed the normal time as above, due to break-down or accident or for any other reason(s), the matter shall be promptly intimated over telephone on occurrence of such event followed by fax / E-Mail to (i) The Sales Officer / Depot Officer of the ASC concerned (ii) The Sr. Regional Manager (Marketing) concerned.
- 9.2 Acknowledgment shall be obtained on the Delivery Chelan (DC) / Material Despatch Advice (MDA) from the Consignee at the destination point, with office seal, signature, date and time of delivery etc., on all copies, which shall be the basis for proof and date of delivery. In the case of delivery to the Warehouse/Godowns/Dealers other than FACT ASC, the contractor shall deliver the goods to the same and shall obtain acknowledgment of the delivery on all copies of the DC/MDA and get office seal, signature, date and time of delivery etc., on the DC/MDA, from the authorised personnel of the Warehouse/ Godown/Dealer. Immediately on delivery of goods, one acknowledged copy of the DC/MDA shall be submitted to the FACT Sales Officer/Depot Officer/ Depot Assistant concerned, for their certification.
- 9.3 In case the contractor fails to comply with the above requirements FACT reserves the right to recover 150% of the value (MRP plus Govt. Subsidy) of product as applicable without prejudice to other contractual rights of FACT.

10 COMPLIANCE OF ACTS AND RULES & REGULATIONS:

- 10.1 The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and the Rules and Regulations thereof: The contractor shall ensure full compliance with the above Acts and Rules & Regulations. The workers deployed by the contractor for the work shall be covered under the above Acts. The contractor shall be responsible for making all payments to his workmen, including ESI and PF benefits etc., as applicable. The contractor shall maintain proper records relating to labour employed, wages paid etc in the prescribed proforma as per the relevant provisions of the Acts and Rules & Regulations. Copies of the returns acknowledged / accepted by the competent office/authority prescribed in the Act, duly attested by the authorised signatory of the contractor, shall be submitted to FACT before final settlement of the contract. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer on account of the above, such expenditure/loss shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.
- 10.2 Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.
- 10.3 The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

PAYMENT

- 11.1 Payment for the work done as per this contract shall be effected as per the terms and conditions of the contract, on presentation of the bills to the ZM of the respective Zonal Office of FACT, duly certified by the SO/SIC concerned. The Bills in duplicate in the prescribed proforma shall be submitted on completion of the work duly supported by copies of the DC/MDA acknowledged by the authorised personnel of ASC/ Warehouse/ Godown / Dealer concerned. Payment of bills to the contractor will be made through NEFT/RTGS from the respective Zonal Office normally within 15 days from the date of submission of bills along with all supporting documents.
- 11.2 Payments shall be made after deduction of (i) amounts due from contractor to FACT on account of shortage/damages/loss to the goods entrusted to them, (ii) statutory deductions such as Income Tax, Service Tax etc. as applicable and (iii) 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 pay FACT the balance amount without delay.

12. ALTERNATE ARRANGEMENT AT THE RISK & COST OF CONTRACTOR

In the event of failure on the part of the contractor to execute the contract to FACT's satisfaction FACT may give notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. If the contractor still fails to make good failure as called for, FACT reserves the right to terminate the Contract in whole or part and make alternate arrangements to carry out the work through other agencies or by themselves at the risk and cost of the contractor without prejudice to FACT's other rights as per the Contract. FACT shall recover all additional costs incurred for such alternate arrangements from the contractor's running bills or from any amounts due to the contractor.

13. INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep FACT or any representative or employee of FACT fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, byelaws, notifications, directions or order having the force of law for anything

done or omitted to be done by the contractor in contravention of such provisions etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of FACT, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor shall do so and if FACT has to take-over the liability, FACT shall deduct all amounts arising out of such liabilities from the security deposit of the contractor or from any other amount due and payable by FACT to the contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to FACT.

14. CONSTITUTION OF THE CONTRACTOR

Any alteration in the composition or constitution of the contractor and events like death/ resignation of Proprietor/Partner/Director, contractor becoming bankrupt/insolvent/liquidated/ under BIFR shall be notified to (i) SO /SIC/ SASO/DO concerned, (ii) SRM concerned, (iii) The Area Manager (Marketing) concerned and (iv) The Chief Distribution Manager, Marketing Division, FACT Limited, Udyogamandal within a week's time 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 to such formalities for continuing the work, as FACT deems fit.

15. ASSIGNMENT

The contractor shall not assign or transfer or sublet the contract or any part thereof without the prior written approval of FACT.

16. FACT'S LIEN ON ALL MONEYS DUE

FACT shall have a lien on all/any money that may become due and payable to the contractor under these presents, and/or also on the deposit or security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to FACT by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between FACT and the contractor and further that FACT shall at all times be entitled to deduct the said debt or deposit which may become payable to the contractor under these presents.

17. TERMINATION OF CONTRACT

FACT at its entire discretion may terminate the contract either in part or in full after giving 7 (Seven) days' notice in writing to the contractor.

18. 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 thereof and situation arising out of FACT's plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party within 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.

19. APPLICABLE LAW & SETTLEMENT OF DISPUTES

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

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

20. CORRESPONDENCE

All notices and correspondence (including via Telephone, e-mail & FAX) shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or posted to the address so given. In the event of refusal to accept any notices and correspondence or failure on the part of authorised agent to contact the SO/SIC/SASO/DO or his authorised at the concerned Agro Service centres as applicable, notice of contract shall be deemed as served.

21. FRAUD PREVENTION POLICY OF FACT

FACT, a Central Public Sector Enterprise (PSE) 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. contractor shall make himself aware of the above policy and comply with the same.

BID FORM IS ATTACHED AS ANNEXURE. PL REFER