

FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMNDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CENTRALIZED MATERIALS,
PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL, COCHIN, KERALA – 683 501
Phone: (0484)- 2568260/2568629/2545196
E-mail: julian@factltd.com; paulpt@factltd.com
Website: <http://www.fact.co.in>

**E-tender for BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT
UDYOGAMNDAL COMPLEX**
[ENQUIRY NO. MM/PPT/E21174 Dated.24.02.2020]

Bids (two cover system) are invited for undertaking the works of (i) Bagging & Handling of Product FACTOMFOS at FACT UC (ii) Bagging & Handling of Product AMMONIUM SULPHATE at FACT UC for a period of two years, through <https://eprocure.gov.in> portal. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bids: **10.03.2020 / 03.00 p.m.**

Sd/-
Asst. General Manager (Materials)-T&S

PRPD. BY:	CHKD. BY:	APPRD. BY:	
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FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

e-Tenders (two cover system) are invited from experienced Transport Contractors for undertaking the work (i) Bagging & Handling of Product FACTOMFOS at FACT UC (ii) Bagging & Handling of Product AMMONIUM SULPHATE at FACT UC (FACT UDYOGAMANDAL COMPLEX) for a period of 2 years, through <https://e-procure.gov.in> portal. The details of work are described in the Scope of Work attached. The bidders may also refer the Instructions to Bidders (Annexure-I) and Special Terms and Conditions (Annexure-VI) applicable for the proposed contract.

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

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

1.0 General Information



Enquiry No.	MM/PPT/E21174 Dated.24.02.2020
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	10.03.2020 / 03.00 PM
Date & Time for opening of Part A of the Bid.	11.03.2020 /03.30 PM
Name of Work/Description	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL FOR A PERIOD OF 2 YEARS
EMD	Rs. 1,00,000/- Each for item i & ii by NEFT/RTGS (Total Rs.2,00,000/- for both the items of work)
Security Deposit	5% of the total contract value
Period of contract	2 years from date of commencement of work
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mr. Paul P Thomas, Tel: +91 484 256 8629 e-mail: paulpt@factltd.com 3) Mr. Julian Vijay kumar, Tel: +91 484 256 8629, e-mail: julian@factltd.com

2.0 TENDER DOCUMENTS (e-TENDER)

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

3.0 Evaluation of bids:

Bidders shall quote rates for the items of work, against Description of work in the Price Bid Format (Annexure-VIII). Bids not complying with the above will not be considered. Evaluation of price bids

PRPD. BY:	CHKD. BY:	APPRD. BY:	2
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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(BoQ) and determination of the **lowest bidder (L1)** shall be done separately for both items of work in the BOQ. Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry. Bidders may quote separate rates for each category of work as per Price bid format. Evaluation of bids shall be done separately for each item of work based on individual rates obtained.

In case more than one bidder becomes L1 based on the evaluation method the contract will be finalised based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase any of the original rates quoted by them in the revised bid submitted by them as above.

4.0 GENERAL

4.1 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.

4.2 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.

4.3 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.

4.4 "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 as per Annexure-XI. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

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



Note: In case bidders require any clarification pertaining to the tender please contact the officers at 4.5 & 4.6 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

4.5 Any further information on familiarisation/ nature of work, if required by the bidders, can be had from the Plant Manager (Phosphate) [Phone No.2567375] for item (i) and Plant Manager (New Sulphate Plant) , [Phone No.0484- 2567824] FACT UD, Udyogamandal for item (ii).

4.6 For any clarification on this enquiry please contact Asst.General Manager (Materials)-T&S, [Phone-0484- 254196, 2568260] or Officer (Materials)-T&S [Phone No.0484-256 8629], CENTRALISED MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501

For The Fertilisers And Chemicals, Travancore Limited

ASST.GENERAL MANAGER (MATERIALS)-T&S



PRPD. BY:	CHKD. BY:	APPRD. BY:	3
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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List of Enclosures of this NIT is as follows

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	6
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation (Declaration) Form	3
4	Annexure IV	Compliance Statement	1
5	Annexure VA	Special Terms and Conditions (FACTOMFOS)	10
6	Annexure VB	Special Terms and Conditions(Amm.Sulphate)	11
7	Annexure VI	Standard Terms and Conditions	5
8	Annexure VII	Un-priced copy of Price bid format	1
9	Annexure VIII	Price bid format (BoQ)	1
10	Annexure IX	Proforma of Bank Guarantee for Security Deposit	2
11	Annexure X	Proforma of Agreement	1
12	Annexure XI	Integrity Pact	5

PRPD. BY:	CHKD. BY:	APPRD. BY:	4
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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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 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.
- 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 (T&S), Centralized 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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	5
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
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.

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.

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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	6
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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7.0 EARNEST MONEY DEPOSIT:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158.** 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.
- 7.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts/firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ 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 his bid during its validity period or fails to submit Security Deposit and 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, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM 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 offers.



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.

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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	7
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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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 rights to claim damages.

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 DD/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

PRPD. BY:	CHKD. BY:	APPRD. BY:	8
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs.500/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.

15.0 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.

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

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

16.0 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.



PRPD. BY:	CHKD. BY:	APPRD. BY:	9
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED 	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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- 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 with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications, if specified in the tender.
- 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 tender) 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 Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2546427, FAX No: 0484-2545196, Email:julian@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 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]-T&S.
- 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)-T&S

PRPD. BY:	CHKD. BY:	APPRD. BY:	10
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE - II



PRE-QUALIFICATION CRITERIA FOR BIDDERS

1. Bidder should have successfully completed any one job involving deployment of labour like bagging, material handling, loading/unloading, stacking etc. of executed value of minimum Rs.11 Lakhs during any one of the last 7 years as on date of tender. As a proof for satisfying the above criteria bidder must enclose copies of i) Work Order supported by corresponding (ii) Experience/Completion certificate with value 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 this purpose, the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt./Pvt. Ltd. companies which do their work mainly through public contracts shall be considered for acceptance.
2. Bidder shall furnish a Solvency Certificate (original) for Rs.13 Lakhs from a Nationalised/ Scheduled Bank along with Part A Bid (Techno commercial Bid). The Solvency Certificate issued shall be dated after the date of enquiry.
3. Bidder shall have Office in Kochi or nearby areas or be willing to open offices immediately on awarding the contract. The office must have a responsible person with sufficient authority to co-ordinate the day-to-day activities with FACT. The office must have necessary communication facilities like telephone, fax, etc.

Bidders not fulfilling the above criteria 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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	11
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE-III

VENDOR DATA UPDATION FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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	
2	Address and designation of the Bidder	
3	Telephone Nos. (with Country/STD codes)	
4	Tele fax Nos.	
5	E-Mail id	
6	Constitution of the firm: (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company
7.	Year of Establishment	
8.	Name, Address ,Telephone Nos. of Proprietor/Partner/Directors	
a.	Name	
b.	Address	
c.	Phone No.	Office: Residence:
d.	Mobile No.	
e.	Fax No.	
f.	Email id.	
9	Name and Address of the authorised signatory	
10.	CATEGORY:	
a	Whether the entrepreneur comes under the following status (please tick) In case of Micro/Small pl. enclose UAM certificate and declare UAM number in CPP Portal	Micro/Small/Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	



PRPD. BY:	CHKD. BY:	APPRD. BY:	12
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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Copies of the following documents (Sl.No.11 to 17) shall be attached alongwith Part A bid.

11	Document showing Provident Fund code No.	
12	PAN CARD No.	
13.	GST Registration Certificate	
14.	Copy of Audited Balance Sheet and Profit & Loss A/c (for 3 years-2016-17,2017-18 & 2018-2019)	
15	Authorisation Letter/Document certifying the name and signature of authorised signatory	
16.	Copy of certificate for having registration with ESI	
17.	Power of attorney in favour of Authorised signatory	
18	Mobilization Period	
19	Name of the Bank and the Branches with which bidder has dealing	
	1) Details of credit limits/facilities enjoyed	
	Sl.No.	Name of the Bank
		Type of credit(ie CC/C, O/D etc.
		Amount of credit limit sanctioned
	a.	
	b.	
	c.	
20.	Please furnish the following details along with your Banker's Authorisation letter:	
a)	Income Tax PAN No.	
b)	GST Registration No.	
c)	Name of the Bank with address	
d)	Name of the Branch with address	
e)	MICR Code	
f)	IFSC Code	
g)	Account Type	
h)	Bank Account No.	
i)	Account holder's Name	
j)	Vendor email address	
21	Whether your firm/company is blacklisted by FACT or any other Public /sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
22	Whether your contract was terminated before expiry of contract period or security deposit/EMD forfeited by FACT or any other Public Sector/Govt./Quasi Govt. Organisation/any other client	Yes/No
23	Whether Proprietor/Partner/Director(as applicable) has been prosecuted by any judicial court for any criminal	Yes/No
24.	Are you a fertiliser dealer of FACT attached to the ASC which operates the RH, for which bid is submitted.	Yes/No
25	Declaration on Proprietor/Partners/Directors	

PRPD. BY:	CHKD. BY:	APPRD. BY:	13
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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	Full Name of the Proprietor/Partner/Director	Name of the other firm(s) of which bidder is a proprietor/partner/Director		
a				
b				
c				
d				
e				
	I/We hereby solemnly declare that the Proprietor/Partner/Director of this firm/company mentioned at Sl.No.(s) above is/are common/not common(Strike off whichever is not applicable/with any other firm/company who has applied for against same advertisement. In case of common Proprietor/Partner/Director in other firm, who has applied against same advertisement, pl mention the name of the firm/firms.			
26	Details of EMD			
	Name of Bank/issuing Branch	UTR No./Challan/ Receipt No.	Date	Amount(Rs.)
a				
b				

DECLARATION

I/We certify that all information furnished by me/us against this enquiry are true and correct to the best of my/our knowledge and belief. In the event of any information given by me/us is found to be untrue/incorrect, I /We have no objection in FACT disqualifying me/us against this enquiry and banning me/us from participating in future enquiries as well.

Authorized Signatory,

Date:



Name :

Place:

Designation :

Signature :

(Seal)

PRPD. BY:	CHKD. BY:	APPRD. BY:	14
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE -IV

COMPLIANCE STATEMENT

We state that Enquiry No. MM/PPT/E21174 dated 24.02.2020 is in full compliance with the documents issued against the Enquiry No: MM/PPT/E21174 dated 24.02.2020 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Schedule of operation and 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:

Date:

(Seal)

PRPD. BY:	CHKD. BY:	APPRD. BY:	15
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE -VA

SPECIAL TERMS AND CONDITIONS (for FACTOMFOS)



1. Introduction

- I. FACT-Udyogamandal Complex proposes to carry out the Bagging of Product Factamfos (bagged in HDPE /PP bags of net 50 Kg) from bagging hoppers as per product availability in hoppers in the 300 TPD and 150 TPD Factamfos Plants located at Udyogamandal (FACT-UC) on Contract basis. The period of contract shall be for two years. The contractor shall provide the labour work force required and carry out the above operations as per the requirement of FACT.
- II. At Present, Bagging operations in Factamfos Plants are being done by the contract employees through two slats (A/B at 300 TPD Factamfos Plant and one slat at 150 TPD Factamfos Plant). The proposed contract is for bagging in both plants or any new bagging bins to be established in these plants.
- III. The estimated quantity for bagging shall be as indicated in the Price Bid format.
- IV. Loading of bagged fertilisers (FACTAMFOS) from the plant to Trucks/lorries to Kalamassery Railway siding and to other destinations is outsourced and operated by a separate contract arranged by our Traffic Department (UD); hence not covered in this scope of work. However the contractor shall work in close coordination with the loading crew to ensure that the entire activity of bagging and loading are synchronised.

2.0 SCOPE OF WORK AND QUANTITY FOR HANDLING:

2.1 SCOPE OF WORK

- I. Bagging of Product Factamfos in the hoppers of the plants/godowns (bagged in HDPE/PP bags of net 50 Kg).
- II. Bagging of fertilisers in Factamfos Plants are required in three shifts (00:00AM to 08.00 AM, 08:00AM to 04:00PM and 04.00PM to 12.00Midnight) on all days including Sundays and Holidays. Contractor has to complete the work in the specified time.
- III. The minimum quantity of the product to be bagged in the above plants during normal operations is envisaged to be as follows: a) 240 MTPD @80 MT in a shift (one slat) in 150 TPD Amophos plant which can vary up to 300MTPD @ 100 MT in a shift b) 450 MTPD @ 150 MT in a shift (Two slats) in 300 TPD Amophos plant in a day of 24 hours reckoned from 00.00 hours to 24:00 hrs. In case only one slat is allotted to the contractor in the 300 TPD Amophos plant, the minimum quantity to be bagged shall be correspondingly reduced to 50% of the above quantities.(MTPD is Metric Tonnes per Day)
- IV. The contractor shall guarantee bagging of product as per the above subject to FACT offering the above quantities. However depending on FACT requirements, FACT may offer higher or lower quantities and the contractor shall be prepared to bag accordingly.
- V. The contractor or his authorized representative/supervisor shall call on the Senior Manager (Phosphate)-UC or his authorized officers every shift viz at 8:00AM, 4:00PM and 12 Midnight in advance and receive instructions regarding the quantity to be bagged in the succeeding shift from Phosphate plants.
- VI. Necessary man power is to be arranged by the contractor and carry out the bagging activities which includes bagging, stitching, hammering, poking of the hoppers to ensure free flowing of product from hoppers to bagging machines, cleaning of weigh scales and below slat conveyor, supply of empty bags



PRPD. BY:	CHKD. BY:	APPRD. BY:	16
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

to bagging area, checking the number of bags bagged, checking weight of bags at rate of 1 bag in 20 bags or at shorter intervals if required, but if any weight variation noticed, weight checking to be done till the correction is achieved. Wastage generated at the bagging section i.e HDPE wrappings, tying strips, thread spools etc to be cleared and collected at specified locations as per the direction of plant authorised persons.

- VII. Contractor shall deploy adequate number of workers/ labourers on each day of work, as required for carrying out the work as per the instructions from the Senior Manager (Phosphate) or his authorised representative.
- VIII. The Contractor should provide the required tools like Shovels, Wheel barrows, Hand carts, hammers, and safety personal protective equipments like Safety shoes, Helmets, face masks etc.
- IX. The contractor shall ensure bagging of correct number of bags and maintain shift wise proper records of bags bagged, time wise data of weight checking done, damaged bags, quantity bagged, bags, and threads taken for bagging in shift, which should be certified by shift-in Charge of the shift. Duplicate Copy of all above mentioned data maintained by contractor /contractor's representative, duly & mutually countersigned is also to be submitted to Shift-in Charge on shift basis for records. Each empty bags to be checked for FACT logo, before bagging and ensure the bagging of the product in the specified bags.
- X. The bagged product should conform to the weight and quality standards and specifications stipulated by FACT from time to time. When weights of bags is found to be non-conforming to requisite specifications stipulated by FACT, the bagging operations should be stopped and the concerned operator/Engineer, Shift-in-charge is to be informed for taking necessary corrective actions to ensure correct weight in bags. Bagging can be resumed only again with the permission of Shift-in-Charge. When product does not conform to Product parameters, the Shift-in Charge will instruct the quantity, which can't be send with the product.
- XI. It may be noted that it is the prime responsibility of the contractor to ensure that all the bags bagged shall have the specified weights and are stitched and handled properly.
- XII. In case the bagged products are to be recycled due to weight variation, improper stitching or any other reason attributed to the contractor, the weight of such bags shall not be considered for assessment of the quantity bagged. Also such recycled bags are to be unloaded, unstitched, products to be re-bagged/ dissolved to the system etc. by the contractor as instructed by FACT at no extra cost.
- XIII. If the bagged products are to be recycled due to reasons not attributable to the contractor (Ex: Product quality problems or others), the weight of such bags shall be considered for assessment of the quantity bagged to facilitate payment. Also such bags shall be unloaded and handled by FACT/other agencies.
- XIV. Any problems whatsoever in the items under FACT scope shall be informed immediately on notice by the contractor to FACT's authorised representative assigned by Senior Manager(Phosphate).
- XV. The contractor shall not be penalized in this regard for non-performance if he or his authorised supervisor informs timely and promptly to the authorised representative of FACT any such issues which are in the FACT's scope to be addressed by FACT.
- XVI. Non timely information to the authorised representative of FACT or information to other employees other than the authorised representative of FACT shall not be entertained and the contractor cannot claim any exemption with regard to the penalties imposed as per this contract.
- XVII. The Contractor shall furnish to FACT a copy of the agreement executed between himself and his labour/workers for the period of contract as and when required.
- XVIII. The contractor shall be responsible for all the goods/materials entrusted to him and will indemnify the Company in all aspects of any damage or loss to the goods while in the contractor's custody and during the various courses of the work.

PRPD. BY:	CHKD. BY:	APPRD. BY:	17
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--



- XIX. The labour/workers working for the contractor shall in no way violate the discipline or safety requirements stipulated by FACT and any damages if caused shall be penalised from the contractor.
- XX. The contractor shall maintain the work area/ bagging platform/slat conveyor/bags store room and surroundings neat and tidy by regular cleaning for proper housekeeping.
- XXI. In case of plant shutdown, the Contractor should empty the hoppers for cleaning /inspecting the bins.
- XXII. The Contractor shall obtain all required license(s) from the Labour Department for employing his labourers before commencement of the work. The Contractor shall also ensure coverage of the labourers under the PF and ESI Acts, as applicable from time to time. Contractor shall also get familiarized with prevailing general contract labourer's conditions, terms and agreements.
- XXIII. The Contract shall not mean continuous work for the Contractor. The Contractor is expected to take up the work as and when required by FACT whether or not there is full day's work for his men.
- XXIV. The quantities indicated are only approximate indications and are liable to vary either way.
- XXV. Hooks shall not be used on bags during any operation or during handling.
- XXVI. The contractor shall visit the site to assess the prevailing labour conditions, equipment's available for bagging operations, scope of activities and other prevailing conditions before quoting the work. No future claims will be entertained in this regard.

2.2 QUANTITY

- I. The quantities indicated are only approximate indications and are liable to vary either way depending on the seasonal demands, Govt. policies, monsoon pattern, plant production level, Wagon/Lorry availability, Rail movement, raw material availability etc. The contractor shall be liable to carry out the work as per the actual requirement of FACT and as per instructions from FACT officers from time to time.
- II. FACT reserves the right to reduce or increase the estimated quantity as given above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be produced /handled. FACT does not guarantee to the Contractor, either continuity of work or any definite or minimum quantity for production/handling/transportation at any time or during the contract period. The Contractor shall have no right to claim damages including idle time of the labourers engaged by the Contractor or loss of profit on account of reduction in revenue arising out of decrease in quantity made available for the works as above, which may also be due to equipment failure/production shortage.
- III. However prior intimation shall be given by FACT to the contractor to the extent possible regarding loss of production/ break down of equipment etc. (FACT shall mean the Senior Manager (Phosphate) or his authorised representative).

2.3 ASSESSMENT OF QUANTITY:

- I. The assessment of quantity for releasing payments to the Contractor for the work done shall be based on the quantity executed under each item of work. For assessment of quantity, weight of one bag filled with Factamfos will be considered as 50 Kg. The contractor shall get counter signed & authorised from the FACT authorised Representative in the plant of the quantity bagged (number of bags bagged & damaged), weight checking records, bags & thread use data, after each shift. All bags in the slat conveyor at time of stoppage of bagging due to a weight problem may be weight checked individually, after necessary weight correction, bags are to be released for loading.

PRPD. BY:	CHKD. BY:	APPRD. BY:	18
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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2.4 SPECIAL NOTES:

i. FACT's Scope of supply/service for free usage:

- a. FACT shall supply bags, stitching machines, bagging machines, threads required for stitching etc.
 - b. Maintenance service of bagging machines and stitching machines shall also be provided by FACT.
 - c. Power connection will be provided by FACT. Free water and Power supply will be provided within 50 Metre from the respective slats.
- ii. The spillages and the product from the damaged bags in the Slat /below slat, loading point, belt conveyors and bagging Hopper in which the contractor is working is to be cleared, as and when generated and re-processed, as per instruction from authorized personnel without any extra cost.
 - iii. Bagging and Stitching equipment's/machineries, bin hoppers and other items present in the bagging section and available in "as is where is condition" at the Factamfos Plants can be used by the contractor for bagging of products from the Hoppers in Factamfos Plants for the specified work. These equipment's/machineries shall be used carefully by the contractor and in the event of any damage caused to them due to the faulty operation/negligence of the contractor, the cost of repairing the same shall be recovered from the contractor.
 - iv. NO OTHER EQUIPMENT/ MACHINERY SUPPORT WILL BE PROVIDED BY FACT for bagging operations specified. However FACT may allow the contractor to use his own equipment's/machinery with the concurrence of FACT representative at his own risk and cost.

3.0 Rate:



- I. The rate shall **per MT** of product as per the Price Bid Format shall be firm till the complete execution of the contract. For the purpose of assessment of quantity for the work done, weight of one bag will be taken as **50 Kg**.
- II. No claim for extra payment shall be entertained by FACT on account of payments like "kettukooli", "attikooli", "marikooli" etc. i.e., FACT shall not make any payment to the Contractor other than the rates as per the work order.
- III. In case the contractor is requested to carry out any similar extra work not initially covered by the rates given in the contract, during the period of contract, the contractor shall be prepared to undertake such work, at rates mutually agreed upon.

4.0 Period of Contract:



The period of contract shall be **two years** from the date of commencement of work. Once commenced, the work has to be executed in three shifts (12/8, 8/4 & 4/12) as per FACT's requirement in each shift including Sundays and Holidays.

5.0 Capacity of Contractor:

- I. Contractor shall be able to mobilise sufficient labour (Skilled and Unskilled) to discharge their obligations in respect of the contract issued by FACT. As a purely general guide line, the contractor shall mobilise **15-24 or more labourers per day** depending on the job requirement as per tender.
- II. The operations shall include in brief but not limited to as follows:

PRPD. BY:	CHKD. BY:	APPRD. BY:	19
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
1.0	Bagging and stitching	Adequate number of skilled workers to be finalised in consultation with Senior Manager (Phosphate)
2.0	Cleaning /Clearing /weight checking/Poking/ clearing of chocking/re-processing, reporting/coordinating and allied works per shift.	Adequate number of unskilled and skilled workers to be finalised in consultation with Senior Manager (Phosphate).
<p>iii. The contractor shall ensure that trained personnel are deployed for bagging and stitching operations, as it is a skilled job. The contractor shall remove any worker/workers due to unsatisfactory performance or increase the number of workers to achieve the desired performance as directed by the plant Manager or his authorized representative.</p>		
<p>6.0 Security Deposit:</p> <p>The contractor shall, within 15 days of issue of the work order, remit an amount equal to 5% (Five Percent) of the total work order value towards Security Deposit by way of Demand Draft or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT. No interest shall be payable by FACT on the security deposit. The security deposit shall be released only after the work as per contract is satisfactorily completed and final bills paid, after deducting all amounts, which are due to FACT from the contractor.</p>		
<p>7.0 Agreement:</p> <p>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.500/- in the form prescribed by FACT and shall bear all expenses incidental thereto.</p>		
<p>8.0 Penalty for Non-performance:</p> <p>I. Contractor shall deploy adequate number of workers/ labourers on each shift of work, as required for carrying out the work as per the contract and based on the instructions from Senior Manager (Phosphate) of FACT-UC or his authorised representative.</p> <p>II. If the contractor fails to bag the required quantity in each shift, resulting in reduction in plant load or stoppage of plant due to failure of contractor to deploy the required number of labourers or due to any other reasons attributable to the contractor, the contractor shall pay liquidated damages (LD) to FACT.</p> <p>III. The shortfall in bagging the required quantity in each shift will be computed by Senior Manager (Phosphate).The quantity thus informed by the Senior Manager (Phosphate)/ authorised officer in the Phosphate department in each shift would be the basis to assess shortfall.</p> <p>IV. The rates of liquidated damages per MT of shortfall will be the same rate indicated in the work order for the activity and shall be deducted from the bills of the contractor. Contractor can make up a shift shortfall in subsequent shifts of the day if possible by the plant conditions. The period of time reckoning for the purpose of assessing the shortfall for calculation of LD is 00.00 hours to 24:00 hrs on the day (24 hrs).</p> <p>V. A register will be maintained in the Phosphate department to record the quantity informed to the contractor and the quantity bagged. The concerned officer in Phosphate department and</p>		
PRPD. BY:	CHKD. BY:	APPRD. BY: 20
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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contractor/contractor's representative shall sign this register. The recovery towards LD will be effected based on the record.



- VI. If the shortage is due to non-availability of sufficient quantity of product due to stoppage of production, failure of bagging machine/stitching machines etc or any other reasons not attributable to the contractor, penalty will be waived proportionately as decided by FACT.
- VII. Penalty under this section will not be imposed for the first 10 days from the date of commencement of the work in order to familiarize the bagging and stitching operation.
- VIII. The maximum LD recovered towards this account shall be limited to 10% of the total contract value. The Penalty under this section shall be independent of other penalties dealt in other sections.

9.0 Penalty due to the damages.

- I. In case of damages to the bags and material inside the bags due to rough handling of labourers/machinery, the cost of bag and material as fixed by the company from time to time will be recovered from the Contractor's bill.
- II. In the event of any damage caused to the free issue items or other item/property of FACT due to the faulty operation/ negligence or any other act attributable to the contractor or his workforce, the cost of repairing the same or the applicable cost incurred by the company shall be recovered from the contractor.
- III. If the contractor fails to keep the working area in a clean condition as observed and certified by the authorised representative of FACT, or at instances when the work(s) in the scope of the contractor as per this contract had to be done by FACT in spite of request to the contractor, the amount due to the work force engaged by the company for cleaning purpose and other activities as per the above, will be recovered from the bills of the contractor.
- IV. In case for any activity under the scope of the contractor other than dealt above and the contractor fails to carry out satisfactorily as per contract and FACT has to carry out the same or FACT becomes responsible for payment for any negligent act of the contractor, the corresponding amount will be recovered from the bills of the contractor.
- V. The Penalty under this section shall be independent of other penalties dealt in other sections.

10. Liability to work:

- I. The contractor shall post one representative at FACT -UC in each shift for co-ordinating and supervising the work who shall do all liaison work with the Phosphate department and ensure safe and continuous operation of the Bagging. Before commencement of work in each shift, the contractor's representative shall inform the authorised representative in Phosphate dept regarding the number of labourers posted at bagging points, and vehicles/equipment deployed for the work. The contractor or his authorised representative shall inform the officer in Phosphate dept regarding the number of labourers posted at bagging point. The contractor or his authorised representative shall call on the Senior Manager (Phosphate) (UC) or any other officer nominated by him, to receive instructions regarding the execution of work as per the contract and arrange to work accordingly. Orders given to the contractor's representative shall be considered to have the same effect as they have been given to the contractor himself. The appointment of the authorised representative(s) shall be notified by the contractor and got approved by Senior Manager (Phosphate). Senior Manager (Phosphate) shall be the contract administrator for this work.

PRPD. BY:	CHKD. BY:	APPRD. BY:	21
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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- II. Before commencing the work, the contractor shall submit all the details of labours/working crew and equipment deployed for the work to the authorised officer at FACT-UC
- III. The contract shall not mean continuous work for the Contractor. There will not be any payment towards idling charges on account of this.
- IV. 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.
- V. In case, the contractor fails to carry out the works satisfactorily as per the 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 all losses, damages or extra expenditure incurred in this connection shall be to the contractor's account. **FACT will also have the option to put the vendor on "Enquiry Holiday" for a minimum period of two years.**
- VI. If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfil his obligations in the execution of the work to company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements.
- VII. The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- VIII. Insurance coverage of the Contractor's belongings, personnel deployed for the job shall be arranged by him at his own responsibility and cost.
- IX. 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, 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.
- X. 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 labourers deployed by the contractor for the work.
- XI. Strike etc., by contractor's labour owing to any dispute pertaining to wages or otherwise will not be deemed to be a reason beyond the control of the contractor.

11. Settlement of Bills:

Payment of bills shall be made after due certification by the Senior Manager (Phosphate)/UC or his authorised representatives. The contractor shall not be eligible for any charges on any account other than that specifically accepted or mentioned in the Work Order. Bills shall be submitted once in a fortnight to the Chief Manager (Finance) through Senior Manager (Phosphate)/UC and payment shall be made through NEFT/RTGS within two weeks after submission, subject to compliance with the terms and

PRPD. BY:	CHKD. BY:	APPRD. BY:	22
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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conditions of the Contract. Statutory deductions towards Income Tax, ESI, PF etc., shall be made from the contractor's bills, as applicable.

12. Goods & Service tax (GST):



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

13. Working Hours:

For the purpose of this contract, working in three shifts without interruption is envisaged on all days including on holidays and Sundays.

14. LAWS RELATING TO LABOUR

- I. CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- II. CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- III. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- IV. The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer, such expenditure/loss shall be realized from the Contractor.
- V. CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- VI. In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve disputes in such a way that WORK can be proceeded with



PRPD. BY:	CHKD. BY:	APPRD. BY:	23
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

uninterruptedly. In the event such disputes cannot be resolved in the above – said manner, CONTRACTOR shall immediately notify ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.

- VII. Contractor MAY HAVE ACCESS TO OWNER'S / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- VIII. The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- IX. The contractor shall employ only those adult workers (above 18 years of age) who are not disabled or mentally unsound or women in advanced stage of pregnancy or very old persons etc.
- X. The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- XI. All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- XII. The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- XIII. The Contractor shall obtain photo identity badges (Passes) approved and issued by CISF FACT-UD unit for himself, his labourers/workers and representatives for entry inside the premises of FACT -UD. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which amount as fixed by the FACT shall be payable for every pass thus not surrendered.
- XIV. The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- XV. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- XVI. The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.



PRPD. BY:	CHKD. BY:	APPRD. BY:	24
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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- XVII 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.
- XVIII The contract is not a guarantee to the Contractor either for continuity of work on all days or any definite volume of work at any time.
- XIX The Contract once awarded shall not imply that the Contractor will have the exclusive right for handling the above work or FACT's materials in other related areas. FACT will be at liberty to engage its own employees or casual labour/temporary labour to carry out the above works at any time during the contract period.
- XX The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract, without assigning any reason thereto. FACT reserves the right to operate partially or fully any item of the schedule without assigning any reason after award of contract.
- XXI Entirety of Contract:
The contract includes all of the agreement between the Contractor and FACT and no other communication or proposal or understanding, written, oral or implied shall be considered to be included in the work order or form part of the contract between the contractor and FACT unless specifically agreed to in that behalf in writing by FACT.

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	25
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE -V B

SPECIAL TERMS AND CONDITIONS (for Ammonium Sulphate)



1. Introduction

- I. FACT-Udyogamandal Complex proposes to carry out the Bagging of Product Ammonium Sulphate (bagged in HDPE /PP bags of net 50 Kg) from bagging hoppers as per product availability in hoppers in the Ammonium Sulphate (AS) Plant located at Udyogamandal (FACT-UC) on Contract basis. The period of contract shall be for two years. The contractor shall provide the labour work force required and carry out the above operations as per the requirement of FACT.
- II. At Present, Bagging operations in AS Plant is being done with contract workers through two trains (A/B and C/D). The proposed contract is for bagging in both trains.
- III. The estimated quantity for bagging shall be as indicated in the Price Bid format.
- IV. Loading of bagged fertilisers (AMMONIUM SULPHATE) in the plant to Trucks/lorries to Kalamassery Railway siding and to other destinations is outsourced and operated by a separate contract arranged by FACT Traffic Department (UD); hence not covered in this scope of work. However the contractor shall work in close coordination with the loading crew to ensure that the entire activity of bagging and loading are synchronised.

2.0 SCOPE OF WORK AND QUANTITY FOR HANDLING:

2.1 SCOPE OF WORK

- I. Bagging of Product Ammonium Sulphate in the hoppers of the plant (bagged in HDPE/PP bags of net 50 Kg).
- II. Bagging of fertilisers in AS Plant is required in three shifts (00:00AM to 08.00 AM, 08:00AM to 04:00PM and 04.00PM to 12.00Midnight) on all days including Sundays and Holidays. Contractor has to complete the work in the specified time.
- III. The minimum quantity of the product to be bagged during normal operations is envisaged to be as follows: Minimum 90 MT in each shift and maximum of 430 MT. The quantity to be bagged shall be varied according to the availability in each shift.
- IV. The contractor shall guarantee bagging of product as per the above subject to FACT offering the above quantities. However depending on FACT requirements, FACT may offer higher or lower quantities and the contractor shall be prepared to bag accordingly.
- V. The contractor or his authorized representative/supervisor shall call on the Plant Manager (Sulphate)-UC or his authorized officers every shift viz at 8:00AM, 4:00PM and 12 Midnight in advance and receive instructions regarding the quantity to be bagged in the succeeding shift in AS plant.
- VI. Necessary man power is to be arranged by the contractor and carry out the bagging activities which includes bagging, stitching, hammering, poking of the hoppers to ensure free flowing of product from hoppers to bagging machines, cleaning of weigh scales and below slat conveyor, supply of empty bags to bagging area, checking the number of bags bagged, checking weight of bags at rate of 1 bag in 20



PRPD. BY:	CHKD. BY:	APPRD. BY:	26
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

bags or at shorter intervals if required, but if any weight variation noticed, weight checking to be done till the correction is achieved. In case of a choking in rotary valves, dummies to be opened and choking has to be cleared, and the discharged materials should be re-bagged or dissolved. Re-bagging/Dissolving of damaged/improperly stitched bags at Loading bay and Conveyors, Wastage generated at the bagging section i.e HDPE wrappings, tying strips, thread spools etc to be cleared, collected at specified wrapping collection bin as per the direction of plant authorised persons.

- VII. Contractor shall deploy adequate number of workers/ labourers on each day of work, as required for carrying out the work as per the instructions from the Plant Manager (Sulphate) or his authorised representative.
- VIII. The Contractor should provide the required tools like Shovels, Wheel barrows, Hand carts, hammers, Safety shoes, Helmets, face masks etc. to contract workers.
- IX. The contractor shall ensure bagging of correct number of bags and maintain shift wise proper records of bags bagged, time wise data of weight checking done, damaged bags, quantity bagged, bags, and threads taken for bagging in shift, which should be certified by shift-in Charge of the shift. Duplicate Copy of all above mentioned data maintained by contractor /contractor's representative, duly & mutually countersigned is also to be submitted to Shift-in Charge on shift basis for records. Each empty bags to be checked before bagging and ensure the bagging of the product in the specified bags
- X. The bagged product should conform to the weight and quality standards and specifications stipulated by FACT from time to time. When weights of bags is found to be non-conforming to requisite specifications stipulated by FACT, the bagging operations should be stopped and the concerned operator/Engineer, Shift-in-charge is to be informed for taking necessary corrective actions to ensure correct weight in bags. Bagging can be resumed only again with the permission of Shift-in-Charge. When product does not conform to Product parameters, the Shift-in Charge will instruct the quantity of bagging to be done for dissolving, which can't be send with the product.
- XI. It may be noted that it is the prime responsibility of the contractor to ensure that all the bags bagged shall have the specified weights and are stitched and handled properly.
- XII. In case the bagged products are to be recycled due to weight variation, improper stitching or any other reason attributed to the contractor, the weight of such bags shall not be considered for assessment of the quantity bagged. Also such recycled bags are to be unloaded, unstitched, products to be re-bagged/ dissolved to the system etc by the contractor as instructed by FACT at no extra cost.
- XIII. If the bagged products are to be recycled due to reasons not attributable to the contractor (EX: Product quality problems or others), the weight of such bags shall be considered for assessment of the quantity bagged to facilitate payment. Also such bags shall be unloaded and handled by FACT/other agencies.
 - a. Any problems whatsoever in the items under FACT scope shall be informed immediately on notice by the contractor to FACT's authorised representative assigned by Plant Manager(Sulphate).

PRPD. BY:	CHKD. BY:	APPRD. BY:	27
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

- b. The contractor shall not be penalized in this regard for non-performance if he or his authorised supervisor informs timely and promptly to the authorised representative of FACT any such issues which are in the FACT's scope to be addressed by FACT.
- c. Non timely information to the authorised representative of FACT or information to other employees other than the authorised representative of FACT shall not be entertained and the contractor cannot claim any exemption with regard to the penalties imposed as per this contract.
- d. The Contractor shall furnish to FACT a copy of the agreement executed between himself and his labour/workers for the period of contract as and when required.
- e. The contractor shall be responsible for all the goods/materials entrusted to him and will indemnify the Company in all aspects of any damage or loss to the goods while in the contractor's custody and during the various courses of the work.
- f. The contractor shall maintain the work area/ bagging platform/slat conveyor/bags store room and surroundings neat and tidy by regular cleaning for proper housekeeping.
- g. In case of plant shutdown, the Contractor should empty the hoppers for cleaning /inspecting the bins.
- h. The Contractor shall obtain all required license(s) from the Labour Department for employing his labourers before commencement of the work. The Contractor shall also ensure coverage of the labourers under the PF and ESI Acts, as applicable. Contractor shall also get familiarized with prevailing general contract labourer's conditions, terms and agreements.
- i. The Contract shall not mean continuous work for the Contractor. The Contractor is expected to take up the work as and when required by FACT whether or not there is full day's work for his men.
- j. The quantities indicated are only approximate indications and are liable to vary either way.
- k. Hooks shall not be used on bags during any operation or during handling.

XIV. The contractor shall visit the site to assess the prevailing labour conditions, equipment's available for bagging operations, scope of activities and other prevailing conditions before quoting the work. No future claims will be entertained in this regard.

2.2 QUANTITY

- a. The quantities indicated are only approximate indications and are liable to vary either way depending on the seasonal demands, Govt. policies, monsoon pattern, plant production level, Wagon/Lorry availability, Rail movement, raw material availability etc. The contractor shall be liable to carry out the work as per the actual requirement of FACT and as per instructions from FACT officers from time to time.

PRPD. BY:	CHKD. BY:	APPRD. BY:	28
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--



- b. FACT reserves the right to reduce or increase the estimated quantity as given above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be produced/ handled. FACT does not guarantee to the Contractor, either continuity of work or any definite or minimum quantity for production/handling/transportation at any time or during the contract period. The Contractor shall have no right to claim damages including idle time of the labourers engaged by the Contractor or loss of profit on account of reduction in revenue arising out of decrease in quantity made available for the works as above, which may also be due to equipment failure/production shortage.
- c. However prior intimation shall be given by FACT to the contractor to the extent possible regarding loss of production/ break down of equipment etc. (FACT shall mean the Plant Manager (Sulphate) or his authorised representative).

2.3 ASSESSMENT OF QUANTITY:

The assessment of quantity for releasing payments to the Contractor for the work done shall be based on the quantity executed under each item of work. For assessment of quantity, weight of one bag filled with Ammonium Sulphate will be considered as 50 Kg. The contractor shall get counter signed & authorised from the FACT authorised Representative in the plant of the quantity bagged (number of bags bagged & damaged), weight checking records, bags & thread use data, after each shift. All bags in the slat conveyor at time of stoppage of bagging due to a weight problem may be weight checked individually, after necessary weight correction, bags are to be released for loading.

2.4 SPECIAL NOTES:

- i. FACT's Scope of supply/service for free usage:
- FACT shall supply bags, stitching machines, bagging machines, threads required for stitching etc.
 - Maintenance service of bagging machines and stitching machines shall also be provided by FACT.
 - Power connection will be provided by FACT. Free water and Power supply will be provided within 50 Metre from the respective slats.
- ii. The spillages and the product from the damaged bags in the Slat /below slat, loading point, belt conveyors and bagging Hopper in which the contractor is working is to be cleared, as and when generated and re-bagged, standardized, stitched or dissolved into available dissolving pit as per instruction from authorized personnel without any extra cost.
- iii. Bagging and Stitching equipment's/machineries, bin hoppers and other items present in the bagging section and available in "as is where is condition" at the Ammonium Sulphate Plant can be used by the contractor for bagging of products from the Hoppers in Ammonium Sulphate Plant for the specified work. These equipment's/machineries shall be used carefully by the contractor and in the event of any damage caused to them due to the faulty operation/negligence of the contractor, the cost of repairing the same shall be recovered from the contractor.

PRPD. BY:	CHKD. BY:	APPRD. BY:	29
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

- iv. NO OTHER EQUIPMENT/ MACHINERY SUPPORT WILL BE PROVIDED BY FACT for bagging operations specified. However FACT may allow the contractor to use his own equipment's/machinery with the concurrence of FACT representative at his risk and cost.

3.0 Rate:

- a. The rate shall be **per MT** of product as per the Price Bid Format, shall be firm till the complete execution of the contract. For the purpose of assessment of quantity for the work done, weight of one bag will be taken as **50 Kg**.
- b. No claim for extra payment shall be entertained by FACT on account of payments like "kettukooli", "attikooli", "marikooli" etc. i.e., FACT shall not make any payment to the Contractor other than the rates as per the work order.
- c. In case the contractor is requested to carry out any similar extra work not initially covered by the rates given in the contract, during the period of contract, the contractor shall be prepared to undertake such work, at rates mutually agreed upon.

4.0 Period of Contract:



The period of contract shall be **two years** from the date of commencement of work. Once commenced, the work has to be executed in three shifts (12/8, 8/4 & 4/12) as per FACT's requirement in each shift including Sundays and Holidays.

5.0 Capacity of Contractor:

- I. Contractor shall be able to mobilise sufficient labour (Skilled and Unskilled) to discharge their obligations in respect of the contract issued by FACT. As a purely general guide line, the contractor shall mobilise **15-24 or more labourers per day** depending on the job requirement as per tender.
- II. The operations shall include in brief but not limited to as follows:

1.0	Bagging and stitching	Adequate number of skilled workers to be finalised in consultation with Plant Manager (Sulphate)
2.0	Cleaning /hammering /weight checking/Poking inside bin/ clearing of chocking in bin/re-bagging/dissolving reporting/coordinating and allied works per shift.	Adequate number of unskilled and skilled workers to be finalised in consultation with Plant Manager (Sulphate).

- iii. The contractor shall ensure that trained personnel are deployed for bagging and stitching operations, as it is a skilled job. The contractor shall remove any worker/workers due to unsatisfactory performance or increase the number of workers to achieve the desired performance as directed by the plant Manager or his authorized representative.

PRPD. BY:	CHKD. BY:	APPRD. BY:	30
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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6.0 Security Deposit:



The contractor shall, within **15** days of issue of the work order, remit an amount equal to **5%** (Five Percent) of the total work order value towards Security Deposit by way of Demand Draft or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT. No interest shall be payable by FACT on the security deposit. The security deposit shall be released only after the work as per contract is satisfactorily completed and final bills paid, after deducting all amounts, which are due to FACT from the contractor.

7.0 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.500/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

8.0 Penalty for Non-performance:

- a. Contractor shall deploy adequate number of workers/ labourers on each shift of work, as required for carrying out the work as per the contract and based on the instructions from Plant Manager (Sulphate) of FACT-UC or his authorised representative.
- b. If the contractor fails to bag the required quantity in each shift, resulting in reduction in plant load or stoppage of plant due to failure of contractor to deploy the required number of labourers or due to any other reasons attributable to the contractor, the contractor shall pay liquidated damages (LD) to FACT.
- c. The shortfall in bagging the required quantity in each shift will be computed by Plant Manager (Sulphate).The quantity thus informed by the Plant Manager(Sulphate)/ authorised officer in the Sulphate department in each shift would be the basis to assess shortfall.
- d. The rates of liquidated damages per MT of shortfall will be the same rate indicated in the work order for the activity and shall be deducted from the bills of the contractor. Contractor can make up a shift shortfall in subsequent shifts of the day if possible by the plant conditions. The period of time reckoning for the purpose of assessing the shortfall for calculation of LD is 00.00 hours to 24:00 hrs on the day (24 hrs).
- e. A register will be maintained in the Sulphate department to record the quantity informed to the contractor and the quantity bagged. The concerned officer in Sulphate department and contractor/contractor's representative shall sign this register. The recovery towards LD will be effected based on the record.
- f. If the shortage is due to non-availability of sufficient quantity of product due to stoppage of production, failure of bagging machine/stitching machines etc or any other reasons not attributable to the contractor, penalty will be waived proportionately as decided by FACT.
- g. Penalty under this section will not be imposed for the first 10 days from the date of commencement of the work in order to familiarize the bagging and stitching operation.
- h. The maximum LD recovered towards this account shall be limited to 10% of the total contract value. The Penalty under this section shall be independent of other penalties dealt in other sections.

PRPD. BY:	CHKD. BY:	APPRD. BY:	31
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
-----------------------------------	---	--

9.0 Penalty due to the damages.

- a. In case of damages to the bags and material inside the bags due to rough handling of labourers/machinery, the cost of bag and material as fixed by the company from time to time will be recovered from the Contractor's bill.
- b. In the event of any damage caused to the free issue items or other item/property of FACT due to the faulty operation/ negligence or any other act attributable to the contractor or his workforce, the cost of repairing the same or the applicable cost incurred by the company shall be recovered from the contractor.
- c. If the contractor fails to keep the working area in a clean condition as observed and certified by the authorised representative of FACT, or at instances when the work(s) in the scope of the contractor as per this contract had to be done by FACT in spite of request to the contractor, the amount due to the work force engaged by the company for cleaning purpose and other activities as per the above, will be recovered from the bills of the contractor.
- d. In case for any activity under the scope of the contractor other than dealt above and the contractor fails to carry out satisfactorily as per contract and FACT has to carry out the same or FACT becomes responsible for payment for any negligent act of the contractor, the corresponding amount will be recovered from the bills of the contractor.
- e. The Penalty under this section shall be independent of other penalties dealt in other sections.
- f. Liquidated damage will be imposed for production short fall by the contractor or his workers.

10. Liability to work:

- a. The contractor shall post one representative at FACT -UC in each shift for co-ordinating and supervising the work who shall do all liaison work with the Sulphate department and ensure safe and continuous operation of the Bagging. Before commencement of work in each shift, the contractor's representative shall inform the authorised representative in Sulphate dept regarding the number of labourers posted at bagging points, and vehicles/equipment deployed for the work. The contractor or his authorised representative shall inform the officer in Sulphate dept regarding the number of labourers posted at bagging point. The contractor or his authorised representative shall call on the Plant Manager (Sulphate) (UC) or any other officers nominated by him, to receive instructions regarding the execution of work as per the contract and arrange to work accordingly. Orders given to the contractor's representative shall be considered to have the same effect as they have been given to the contractor himself. The appointment of the authorised representative(s) shall be notified by the contractor and got approved by Plant Manager (Sulphate). Plant Manager (Sulphate) shall be the contract administrator for this work.
- b. Before commencing the work, the contractor shall submit all the details of labours/working crew and equipment deployed for the work to the authorised officer at FACT-UC
- c. The contract shall not mean continuous work for the Contractor. There will not be any payment towards idling charges on account of this.

PRPD. BY:	CHKD. BY:	APPRD. BY:	32
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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- d. 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.
- e. In case, the contractor fails to carry out the works satisfactorily as per the 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 all losses, damages or extra expenditure incurred in this connection shall be to the contractor's account. **FACT will also have the option to put the vendor on "Enquiry Holiday" for a minimum period of two years.**
- f. If the contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be or if in the opinion of the company, fails to fulfil his obligations in the execution of the work to company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work or get it done departmentally and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements.
- g. The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- h. Insurance coverage of the Contractor's belongings, personnel deployed for the job shall be arranged by him at his own responsibility and cost.
- i. 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, 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.
- j. 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 labourers deployed by the contractor for the work.
- k. Strike etc., by contractor's labour owing to any dispute pertaining to wages or otherwise will not be deemed to be a reason beyond the control of the contractor.

11. Settlement of Bills:

Payment of bills shall be made after due certification by the Plant Manager (Sulphate)/UC or his authorised representatives. The contractor shall not be eligible for any charges on any account other than that specifically accepted or mentioned in the Work Order. Bills shall be submitted once in a fortnight to the Chief Manager (Finance) through Plant Manager (Sulphate)/UC and payment shall be

PRPD. BY:	CHKD. BY:	APPRD. BY:	33
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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made through NEFT/RTGS within two weeks after submission, subject to compliance with the terms and conditions of the Contract. Statutory deductions towards Income Tax, ESI, PF etc., shall be made from the contractor's bills, as applicable.

12. Goods & Service tax (GST):



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

13. Working Hours:

For the purpose of this contract, working in three shifts without interruption is envisaged on all day including on holidays and Sundays.

14. LAWS RELATING TO LABOUR

- a. CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- b. CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- c. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- d. The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to



PRPD. BY:	CHKD. BY:	APPRD. BY:	34
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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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.

- e. CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- f. In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above – said manner, CONTRACTOR shall immediately notify ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- g. Contractor MAY HAVE ACCESS TO OWNER'S / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- h. The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- i. The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, or mentally unsound or women in advanced stage of pregnancy or very old persons etc.
- j. The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- k. All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- l. The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- m. The Contractor shall obtain photo identity badges (Passes) approved and issued by CISF FACT-UD unit for himself, his labourers/workers and representatives for entry inside the premises of FACT -UD.

PRPD. BY:	CHKD. BY:	APPRD. BY:	35
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which amount as fixed by the FACT shall be payable for every pass thus not surrendered.

- n. The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- o. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- p. The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.
- 15. 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.
- 16. The contract is not a guarantee to the Contractor either for continuity of work on all days or any definite volume of work at any time.
- 17. The Contract once awarded shall not imply that the Contractor will have the exclusive right for handling the above work or FACT's materials in other related areas. FACT will be at liberty to engage its own employees or casual labour/temporary labour to carry out the above works at any time during the contract period.
- 18. The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract, without assigning any reason thereto. FACT reserves the right to operate partially or fully any item of the schedule without assigning any reason after award of contract.
- 19. **Entirety of Contract:**

The contract includes all of the agreement between the Contractor and FACT and no other communication or proposal or understanding, written, oral or implied shall be considered to be included in the work order or form part of the contract between the contractor and FACT unless specifically agreed to in that behalf in writing by FACT.

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	36
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE - VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

1.0 CONTENTS:



**GENERAL:
SECURITY DEPOSIT:
RATES:
PAYMENT:
QUANTITY:
CONTINUITY OF WORK:
RESPONSIBILITY FOR MATERIAL:
SECURITY & SAFETY REGULATIONS
STATUTORY OBLIGATIONS
CONTRACTOR'S WORKMEN
DEFAULT
TERMINATION:
FORCE MAJEURE:
ASSIGNMENT:
APPLICABLE LAW AND SETTLEMENT OF DISPUTES:
ENVIRONMENT MANAGEMENT SYSTEM:
FRAUD PREVENTION POLICY OF FACT
ENTIRETY OF CONTRACT**

2.0 GENERAL:

- 2.1 "FACT" shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Udyogamandal.
- 2.2 "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.
- 2.3 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.
- 2.4 The Contractor shall execute within 15 days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.
- 2.5 The contract once awarded will not imply that the Contractor has exclusive right for the particular job.
- 2.5 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.
- 2.7 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.

3.0 SECURITY DEPOSIT:

- 3.1 The Contractor shall remit 5% of the total contract value as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days 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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	37
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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- 3.2 The EMD remitted by the Contractor can be adjusted towards security deposit, if so desired by him. EMD shall be returned only on remittance of requisite Security Deposit.
- 3.3 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.
- 3.4 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.

4.0 RATES:

The rates shall be inclusive of all incidental and other charges, 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.

5.0 PAYMENT:

Payment shall be effected, on presentation of the bills to 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 PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

6.0 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.

7.0 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.

8.0 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.

9.0 SECURITY & SAFETY REGULATIONS:

- 9.1 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.
- 9.2 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.
- 9.3 Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any other

PRPD. BY:	CHKD. BY:	APPRD. BY:	38
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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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.



- 9.4 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.
- 9.5 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.
- 9.6 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
- 9.7 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.

10.0 STATUTORY OBLIGATIONS

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 In case the Contractor fails to discharge his statutory obligations leading to a situation where in FACT is to incur any expenditure/loss in their capacity as the Principal Employer such expenditure/loss shall be realised from the Contractor.

11.0 CONTRACTOR'S WORKMEN

FACT shall have no dealing with the Contractor's workmen or their Union. FACT reserves the right to debar

PRPD. BY:	CHKD. BY:	APPRD. BY:	39
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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any of the contractor's employees/workmen/crew from entering FACT premises for whatever reason FACT deems fit.

12.0 DEFAULT:

In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.

13.0 TERMINATION:

13.1 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.

13.2 The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract.

14.0 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 our 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.

15.0 ASSIGNMENT:

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

16.0 APPLICABLE LAW & SETTLEMENT OF DISPUTES:



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

16.2 If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

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

17.0 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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	40
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED 	





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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18.0 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.

19.0 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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	41
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE - VII

PROFORMA OF UNPRICED COPY OF PRICE BID
(To be submitted with Part-A Bid)

Sub: **Bagging of Product Factamfos and Ammonium Sulphate at Udyogamandal plants for Two years.**

Note: Please **do not fill in Rates in this format**. Please fill in "Quoted" in the blank column provided against each.

We here by quote our competitive rate as below for all the items of work cited above in compliance with the enquiry documents without any deviation

Sl.No.	Description	UOM	Qty.	All-Inclusive rate excluding GST (Rs./MT)	Amount (INR)
1	Bagging of Factamfos fertiliser, product of Ammonium Phosphate plants in FACT-UC (bagged in HDPE/PP bags of net 50 Kg) (product taken from the hoppers of bagging bins) as per the Special terms & Conditions, Standard Terms & Conditions and others enclosed for a period of two years	MT	4,00,000		
2	Bagging of Ammonium Sulphate fertiliser, product of Ammonium Sulphate plant in FACT-UC (bagged in HDPE/PP bags of net 50 Kg) (product taken from the hoppers of bagging bins) as per the Special terms & Conditions, Standard Terms & Conditions and others enclosed for a period of two years	MT	4,10,000		
TOTAL (INR)					

GST shall be extra as applicable based on statutory notifications.

This bid is submitted in compliance with the enquiry documents and accepting all the requirements, instructions, terms and conditions, proforma of bank guarantee and proforma of agreement etc. without any deviation.

(Signed by)



Authorised Signatory:

Name and address of the Bidder:

Place:

Date:

(Stamp)

PRPD. BY:	CHKD. BY:	APPRD. BY:	42
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE: VIII

Part -B
PROFORMA OF PRICE BID

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	43
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE-IX

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER WORTH Rs.500/-)

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal
Cochin-683 501.

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 fulfillment of the said work order by the said Contractor.

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



We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said 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 thereunder and the said Contractor shall have no claim against us for making such payment.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take 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 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

PRPD. BY:	CHKD. BY:	APPRD. BY:	44
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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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.



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

Dated this day of Two thousand and seventeen.

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

Place:

Full address of the Branch issuing this guarantee:

PRPD. BY:	CHKD. BY:	APPRD. BY:	45
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE-X

AGREEMENT

(Proforma of Agreement to be executed in Rs.500/- 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 Asst. General Manager (Materials)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.

PRPD. BY:	CHKD. BY:	APPRD. BY:	46
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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ANNEXURE-XI

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

(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

PRPD. BY:	CHKD. BY:	APPRD. BY:	47
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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



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

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

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

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

Section 4 - Compensation for Damages

PRPD. BY:	CHKD. BY:	APPRD. BY:	48
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 - Previous Transgression

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

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

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

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

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

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



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

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

Section 8 - Independent External Monitor/Monitors

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

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	49
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

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



Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the

PRPD. BY:	CHKD. BY:	APPRD. BY:	50
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CENTRALIZED MATERIALS.	BAGGING AND HANDLING OF PRODUCT FACTAMFOS AND AMMONIUM SULPHATE AT FACT UDYOGAMANDAL COMPLEX	ENQ.NO.MM/PPT/E21174 Dated.24.02.2020
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Registered Office of the Principal, i.e. Udyogamandal, Kerala.

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

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

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

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


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

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

Place:
Date:

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

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

PRPD. BY:	CHKD. BY:	APPRD. BY:	51
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	