

## Delumping, Rebagging and Restacking of old Factamfos Stock

### NOTICE INVITING TENDERS

The Fertilisers and Chemicals Travancore Ltd (FACT), invites bids (single part) for undertaking the work of Delumping, Rebagging and Restacking of old Factamfos Stock across Karnataka as per letter of intent/work order(refer Annexure for location wise stocks). The details of work are described in the Special Terms & Conditions of contract attached. The bidders may also refer the Pre-Qualification Criteria, Instructions to Bidders and Standard Terms and Conditions of the Contract applicable for the proposed contract. NIT No. **ZM/MK/BN-001**  
**DT.04.06.2026**

Name of Work/Description	Delumping of old Factamfos Stock
Mode of Tendering	Single Part, open tender
Due date & time for Submission of bids	02.00 PM on 18.06.2026
Date & Time for opening the Bid.	02.30 PM on 18.06.2026
EMD	1. Davanagere - Rs 16000.00 2. Belgaum - N I L - 3. Hubli - N I L - 4. Haveri - N I L - 5. Shimoga - Rs 18000.00 6. Ballari - N I L - 7. Koppal - Rs 21000.00
Security Deposit	3% of the total contract value
Contract Period	Four months from date of award.
Contacts	Sivaraj S, Zonal Manager, Bangalore Mob:8848278911 080-23119945, 23114293

## Delumping, Rebagging and Restacking of old Factamfos Stock

### ANNEXURE

(for the Quantities of Old HDPE White Non Bharat Factamfos available across Warehouses in Karnataka)

S l	Place	Godown Name & Address	Qty(In MTs)
1	Davanagere	Srinivasa Warehousing, Corporation, KIADB, Dvg Bypass, Davanagere	673.9
2	Belgaum	SVKSSK Belgundi Road,Kallehol, Belgaum-591108	275.25
3	Hubli	G K Logistics c/o Mujumdar Godowns, # Sy. No: 56 and 59, Rayapur Industrial Area, Rayapur, Hubli-580009	478.45
4	Haveri	T R Mirajkar Yalakki Oni Haveri	60.8
5	Shimoga	Samyuktha Logistics c/o Suraksha Godowns, No 2, Opp. Agriculture College Hostel, Sowlanga Road, Shimoga-577204	783.45
6	Ballari	Govinda Reddy WH Ananthapur road,Near BSAL,Ballari-583101	376.15
7	Koppal	Balaji Warehousing Co MB No 8-9-850/8-5-491 Gadag Road, KOPPAL-583231	897

## Delumping, Rebagging and Restacking of old Factamfos Stock

### PRE-QUALIFICATION CRITERIA

Delumping of old Non Bharat HDPE White Factamfos Stock

Sl.No	PQ Criteria	Documents required to meet out PQ criteria
1	<p>Bidder should have experience in labour management. He shall arrange workmen to undertake,</p> <ul style="list-style-type: none"> <li>(i) De-lumping of hardened /caky stocks. Stocks should be de-lumped in such a way that material should not become powdery or lumpy / to be small-sized granules.</li> <li>(ii) Re-bagging with new packing material.</li> <li>(iii) Weighment / Re-filling: bags to be weighed to confirm 50 Kg / short-weighted bags to be made into 50 Kg.</li> <li>(iv) Stitching: bags to be properly stitched</li> <li>(v) Stacking: stocks to be stacked in the godown</li> </ul>	<p>Bidder should submit the declaration / compliance statement to meet out the PQ Criteria.</p>
2	Bidder shall arrange workers those who are having work experience at fertilizer godowns.	
3	Bidder is responsible for adhering to all the rules and regulations pertaining to labour contract govern by Statutory / Govt. Authorities.	
4	The bidder must have successfully executed work orders related to handling of labors for fertilizer stock at least one financial year within previous 5 financial years	Copies of Purchase Orders/ Work Orders and invoices/ completion certificates etc shall be furnished as proof

**Note:**

- (i) All documents shall be submitted and shall be complete in all respects, failing which the offer is liable to be rejected. The originals of the documents should be produced at the time of evaluation, if asked for.
- (ii) **Note for micro & small enterprises and startups:** Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups without any relaxation.

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### INSTRUCTIONS TO BIDDERS:

#### 1. General

- (i) Bidder shall undertake the works under the supervision by FACT officers.
- (ii) Bidder shall arrange workers those who are having work experience at fertilizer godowns.
- (iii) Bidder will arrange workmen preferably from local area
- (iv) Bidder should submit the declaration / compliance statement to meet out all PQ Criteria
- (v) Bidder should be financially sound enough to meet out labour wages
- (vi) Bidder is responsible for adhering to all the rules and regulations pertaining to labour contract govern by Statutory / Govt. Authorities.
- (vii) FACT reserves the right to extend the contract /last date of submission and opening of bid.
- (viii) EMD: 2.5% of the contract value.. Remitting EMD may be exempted for Small and Micro Enterprises (SME units) & SMEs will submit documents for proof.
- (ix) Security Deposit: Within 15 days of receipt of Work Order, successful bidder shall be required to provide Security Deposit equivalent to 3% of the contract value.
- (x) Agreement: Successful bidder is required to execute Agreement with FACT within 15 days on receipt of Work Order. Agreement shall be executed in Rs 200 stamp paper in the prescribed format.
- (xi) Standard Terms and conditions of contract may be followed in addition to this Special Terms and conditions.
- (xii) 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.
- (xiii) 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.
- (xiv) The rate shall be firm throughout the contract period, Rates shall be quoted in the same unit of measure given in the price breakup format and shall be considered accordingly.

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(xv) Bidder shall comply with labour law. FACT will not be responsible for any matter concerning labour.

(xvi) Contract Administration:

The contract shall be administered and executed by concerned ZM/AGMs. Any further information on familiarisation/ nature of work, if required by the bidders, may be obtained from the State Office (Karnataka) [Phone- 080-23114293, 23119945]

### 2. Submission of Bids

2.1. Tender forms and terms & conditions can be obtained from FACT Area office(Karnataka), Bangalore, free of cost

2.2. The sealed envelope super scribing Tender/ NIT No. **ZM/MK/BN-001 DT.04.06.2026** and due date shall be addressed to Dy General Manager, FACT State office (Karnataka),No 155, 1<sup>st</sup> Floor, 18<sup>th</sup> Cross, CHBCS Layout, Vijayanagar, Bangalore.-560040 on or before 18.06.2026 at 02:00 PM. Name/address of the bidder shall be clearly indicated on the sealed envelope. Tenders received late will be liable to be rejected at the discretion of FACT Management.

2.3. Quotations shall be accompanied by an Earnest Money Deposit as specified in NIT. The EMD for the work shall be a DD drawn in favour of The Fertilisers and Chemicals, Travancore Ltd. Payable at Udyogamandal, Kochi, or by RTGS / NEFT also. For online transfer by RTGS/NEFT, the amount shall be remitted to FACT Account No : 57017844467 IFS CODE : SBIN0070158 at SBI, Udyogamandal branch and the copy of acknowledgement slip shall be provided along with bid documents.

2.4. Tenders submitted without EMD will be rejected. EMD will be refunded in case the work is not awarded. EMD does not bear any interest. EMD will be adjusted against the Security deposit for successful tenders.

2.5. The tenders should have validity for a period of 120 days from the date of opening of the tender.

2.6. Tenders will be opened at 02:30 PM on 18.06.2026 at FACT State office(Karnataka), Bangalore.-560040

### 3. Evaluation of Bids

3.1. Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.

3.2. Bidders shall quote their rate per MT for the work (exclusive of GST) as per price bid format.

3.3. Evaluation of price bids and determination of the lowest bidder (L1) shall be based on bidder's quoted value in MT.

3.4. In case of Multiple L1 and all are Non MSE bidders and L2 bidder is MSE, then Run L1 option will not be provided to Non MSE L1 Bidders. Price Match option will be provided to the next lowest MSE Bidders within the L1+15% band. Post denial of the Price Match request by all the MSE Bidders in L1+15% band, Run L1 option shall be provided to all the Non MSE L1 Bidders.

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### **4. Purchase Preference:**

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

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

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

**This tender is non-divisible.**

### **5. Deviations:**

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

### **6. Confirmity:**

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.

### **7. Rates:**

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- 7.1. Bidder shall quote his lowest rate for the work strictly as per the price bid format. Bids not complying with the above are liable to be rejected.
- 7.2. Bidder shall quote all-inclusive rate for the work. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender/WO. 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. In the case of Purchase /Work Orders, payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B. In case the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.
- 7.3. The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.

### **8. Security Deposit:**

- 8.1. Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to five percent (3%) of the total contract value through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. For online transfer by RTGS/NEFT, the amount shall be remitted to FACT Account No : 57017844467 IFS CODE : SBIN0070158 at SBI, Udyogamandal branch and the copy of acknowledgement slip shall be provided along with bid documents.
- 8.2. Link for payment of SECURITY DEPOSIT through 'State Bank Collect' is given below.  
[https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)  
The link is also available on our website [www.fact.co.in](http://www.fact.co.in) →Tenders →'Click Here to Pay EMD/Security Deposit'. The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.
- 8.3. In case the bidder whose bid is accepted, fails to deposit the prescribed

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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.

Alternatively, SD remittance can also be made through the "[Payment Gateway for direct remittances](#)" available in our website.

### **9. 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.

### **10. Contractor to executive agreement:**

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

### **11. 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 Service
3. Address of the 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 &

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- 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.

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

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### **VENDOR DATA 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 the format. Any misrepresentation of facts and withholding of information may result in disqualification:

Sl. No.	Description	To be filled in by Vendor
	<b>Company Profile</b>	
1	Name of the Bidder:	
2	Address:	a: Regd. Office
		b: Branch Office
3	PIN Code	
4	Telephone Nos	
5	E mail ID	
6	Details of Contact Person	
7	Details of Local Office/ Representatives/ Liaison Agents	
8	PAN No <b>(Please submit Scanned Copy of PAN card).</b>	
9	GST Registration No <b>(Please submit Scanned Copy of GST registration).</b>	
10	Valid Registration with Labour/PF/ESI <b>(Attach Scanned Copy of Registration certificate with Labour Dept./ PF / ESIC)</b>	
11	Constitution of the Bidder : (Strike out which is not applicable)	Proprietorship/ Regd. Partnership/Limited Company/LLP
12	Name and address of proprietor /Partners/Directors	
13	Category: Whether the entrepreneur comes under the following status (please tick) <b>* In case of Micro/Small pl. enclose Udyam certificate, failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.</b>	Micro / Small / medium
	ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.	SC / ST

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14 Details of EMD:  
For NEFT/RTGS: UTR No. Date Payment Receipt / Challan(in original)

Please furnish the following details

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

### DECLARATION

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render us liable for disqualification. I/We also declare that all statutory requirements and obligations required for employing labourers for the work as per this enquiry shall be met by me/us in case award of work. Necessary registration from Labour/PF/ESI Departments, as applicable, will be arranged prior to commencement of work.

Authorised Signatory,

Date : \_\_\_\_\_ Name : \_\_\_\_\_  
Place : \_\_\_\_\_ Designation : \_\_\_\_\_  
Seal : \_\_\_\_\_ Signature : \_\_\_\_\_

## **Delumping, Rebagging and Restacking of old Factamfos Stock**

### **SPECIAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Scope of Work:**

Contractor shall arrange workmen to undertake.

- (1) De-lumping of hardened /caky stocks. Stocks should be de-lumped in such a way that material should not become powdery or lumpy / to be small-sized granules.
- (2) Bagging with new packing material
- (3) Weighment/ Re-filling: bags to be weighed to confirm 50 Kg plus empty bag weight/ short-weighed bags to be made into 50 Kg plus empty bag weight
- (4) Stitching: bags to be properly stitched
- (5) Stacking: stocks to be stacked in the godown

#### **2. Quantity:**

The quantity indicated in notification is approximate and the work has to be carried out for the stock available on the date of award of contract.

#### **3. Rate Quote**

Bidder will quote flat rate per metric ton (MT)

#### **4. Storage Location-wise contract:**

Contractor may be appointed for each Storage location.

#### **5. Completion of work:**

Contractor will complete the works within 120 days from the date of issuing Work Order.

#### **6. Liquidated Damages:**

In the event of any delay in completion of work or part thereof as per agreed schedule, due to reasons attributable to the contractor, FACT may recover from contractor in lieu of liquidated damages, a sum calculated at half of one percent (0.5%) of the contract price due to contractor for the portion of work agreed to be carried out by contractor till the date on which the delayed item is due to be completed, for each week of delay, subject to a maximum of seven and a half (7.50%) percent of total contract price.

**OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our Standard Terms and Conditions of Contract. In case of any contradiction between Special Terms and Conditions of Contract and Standard Terms and Conditions of Contract, Special Terms and**

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Conditions of Contract will prevail.

### STANDARD TERMS AND CONDITIONS OF CONTRACT

#### **00. CONTENTS:**

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14. ASSIGNMENT:
15. APPLICABLE LAW & SETTLEMENT OF BILLS:
16. ENVIRONMENT MANAGEMENT SYSTEM:
17. FRAUD PREVENTION POLICY OF FACT:
18. ENTIRETY OF CONTRACT:

#### **01. GENERAL:**

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

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

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

The Contractor shall execute within 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.

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

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

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

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### 2. SECURITY DEPOSIT:

2.1. Within 15 days of the receipt of the work order, 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 through 'State Bank Collect' portal using the link given below. However, if the amount exceeds Rs. 10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

2.2. Link for payment of SECURITY DEPOSIT through 'State Bank Collect' is given below.

[https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)

The link is also available on our website [www.fact.co.in](http://www.fact.co.in) →Tenders →'Click Here to Pay EMD/Security Deposit'.

The bidder/vendor shall precisely indicate their Name, Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.

2.3. 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.

Alternatively, SD remittance can also be made through the "[Payment Gateway for direct remittances](#)" available in our website.

### 03. RATES:

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

### 04. PAYMENT:

Payment shall be affected, on presentation of the bills to the Sales Officer 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.

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### **05 QUANTITY:**

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity. 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.

### **06. CONTINUITY OF WORK:**

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

### **07. RESPONSIBILITY FOR MATERIAL:**

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

### **08. SECURITY & SAFETY REGULATIONS:**

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

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

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

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

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

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

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

### **09. STATUTORY OBLIGATIONS**

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

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

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

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

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

## **Delumping, Rebagging and Restacking of old Factamfos Stock**

from the contractor.

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

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

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

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

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

**b.)** Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.

**c.)** The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

### **10. CONTRACTOR'S WORKMEN**

FACT shall have no dealing with the Contractor's workmen or their Union. FACT

## **Delumping, Rebagging and Restacking of old Factamfos Stock**

reserves the right to debar any of the contractor's employees/workmen/crew from entering FACT premises for whatever reason FACT deems fit.

### **11. DEFAULT:**

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

### **12. TERMINATION:**

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

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

### **13. FORCE MAJEURE:**

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

### **14. ASSIGNMENT:**

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

### **15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:**

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference

**Delumping, Rebagging and Restacking of old Factamfos Stock**

shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

Or

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

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

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

**16. ENVIRONMENT MANAGEMENT SYSTEM:**

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

**17. FRAUD PREVENTION POLICY OF FACT:**

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

**18. ENTIRETY OF CONTRACT:**

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

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## **Delumping, Rebagging and Restacking of old Factamfos Stock**

### **COMPLIANCE STATEMENT**

We state that our bid for this tender is in full compliance with the documents issued against the tender for Delumping of old Factamfos Stock, and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same. We also confirm to comply the Pre-Qualification Criteria. We also comply with labour law. We understand that FACT will not be responsible for any matter concerning labour

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

## Delumping, Rebagging and Restacking of old Factamfos Stock

### PRICE BID

Sub: **Delumping of old Non Bharat HDPE White Factamfos Stock.**

**PLACE/WAREHOUSE:** \_\_\_\_\_

We hereby indicate our competitive rates as below for the subject work in compliance with the enquiry documents without any deviation.

S.No	Description of work	Quantity (in MT)	Rate per MT excluding GST (Rs)	Total Amount excluding GST (Rs)	GST %	Total Amount including GST (Rs)
1	Delumping of stock, making free flow re bag in new bag, stich of bag & restacking. Otherwise directed by FACT.  The work shall be carried out in the zones of Karnataka mentioned in the attached list.					

**The total amount including GST for each item shall be the quoted final value in financial bid**

**NOTE:** The rate inclusive of GST (for bidders with GST registration), must be entered or specified wherever applicable in the Financial Bid.

As Input Tax Credit (ITC) is not applicable for bidders without GST registration, those bidders shall apply a GST rate of 0% when offering prices, including GST, in the financial bid. This means that the rate including GST and excluding GST will be the same for such bidders.

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

Name of the Bidder  
(In block letters)

Signature of the Bidder

**Delumping, Rebagging and Restacking of old Factamfos Stock**

Place:

Date:

Seal

## Delumping, Rebagging and Restacking of old Factamfos Stock

### AGREEMENT

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

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

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

NOW THESE PRESENT WITNESS THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Work Order no..... dt..... and accompaniments thereunto the Contractor shall duly perform the said works, fulfil 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 Zonal Manager/ Asst General Manager 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:

- 1.
- 2.

For and on behalf of the Company.