

FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at W.Island to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 DTD 16.02.2021
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THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED  
CORPORATE MATERIALS  
FACT PD-ADMINISTRATION BUILDING  
UDYOGAMANDAL, KOCHI- 683 501 (KERALA)  
Tel: (0484)-256 8273/8260, 2545196  
E-mail: julian@factltd.com, aneeshya@factltd.com  
Website: <http://www.fact.co.in>

**Tender for Transportation of Liquefied Ammonia Gas by Barge**  
**[Enquiry No. MM/181/E22983 dated 16.02.2021]**

e-Tenders [online bidding (two part)] are invited for transportation of Liquefied Ammonia Gas by self-propelled Barge (approximate quantity 63,000 MT per annum) using bullets provided by FACT from FACT's storage tank at Willingdon Island, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD, for two years, through online <https://e-procure.gov.in>.



Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

**Pre bid meeting will be held at 2.00 PM on 26.02.2021 at FACT Cochin Division.**

Due date/ time for submission of bids is **03.03.2021/ 3.00 PM.**

sd/-

Asst. Gen. Manager (Materials)-T&S

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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### **NOTICE INVITING e-TENDER**

The Fertilisers and Chemicals Travancore Ltd (FACT), invites online bids (two part) from financially sound and experienced barge transport contractors meeting the pre qualifications specified in Annexure II, for transportation of Liquefied Ammonia Gas (LAG) in suitable barge using bullets provided by FACT from FACT's storage tank at Willingdon Island, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD for two years from the date of issue of Letter of Intent/Work Order, whichever is earlier, as per details furnished in the tender documents enclosed with this enquiry.

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



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

#### **1.0 General Information**

Enquiry No.	MM/181/E22983 dated 16.02.2021
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	03.03.2021 / 3.00 PM
Date & Time for opening of Part A of the Bid.	04.03.2021 / 3.30 PM
Contract Period	Two Years from the date of commencement of work as per letter of intent /work order.
Name of Work/ Description/ quantity	Transportation of Liquefied Ammonia Gas (LAG) in suitable barge using bullets provided by FACT from FACT's storage tank at Willingdon Island, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD as per details furnished in the tender documents enclosed with this enquiry.
EMD	As per clause 7.0 of Instructions to Bidders.
Contacts	1) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Julian R, Tel: +91 484 256 8260/2545196, e-mail: julian@factltd.com e-Tender Helpline: 3) Mr. Ajino Anandh, Tel : +91 484-2568374 Mobile: 9497334230 email: ajinoanandh@gmail.com

#### **2.0 TENDER DOCUMENTS (e-TENDER)**

Visit our website [www.fact.co.in](http://www.fact.co.in) or Central Public Procurement Portal <https://www.eprocure.gov.in> for tender documents. Bid submission shall be in electronic

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form through <https://www.eprocure.gov.in> only. See Annexure I 'Instructions to Bidders (e-Tender)'.

### 3.0 GENERAL

- 3.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (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.
- 3.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 3.3 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.
- 3.4 Partnership firms having common partners will be treated as one Bidder. When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (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.
- 3.5 "Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Chemicals Travancore Ltd. along with the bid as per Annexure-XII. 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](mailto:vkmenon78@gmail.com)"

**The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to The Assistant General Manager (T&S), Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.**

**Note: In case bidders require any clarification pertaining to the tender please contact the officers at 9.0 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."**



### 4.0 EVALUATION OF BIDS

- 4.1 Bids will be evaluated based on the pre-qualification criteria, Technical Specifications in the TPS, Commercial Specifications and other requirements stipulated in the tender.

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- 4.2 Bidders shall quote for all the 5 items of work in the Price Bid Format (Annexure-VIII). Bids not complying with this will not be considered. The Ammonia bullets owned by FACT are now installed in the barge of M/s Backwater Navigation Company, who is currently doing the work. Hence the work of transporting and fixing the bullets in the barge (item 1.1 of the BOQ) is not applicable in the case of the current contractor M/s Backwater Navigation Company and their rate for this work will be taken as zero.
- 4.3 Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all 5 items of work quoted by the bidder in the price bid format. The combined total value as above shall be computed based on the rates quoted by the bidder against each item and the corresponding quantities indicated. A Single Work Order shall be issued for all the items of work. In case more than one bidder becomes L1, contract will be finalized based on revised reduced rates to be obtained from the L1 bidders.
- 4.4 Bidders are required to quote for transportation of LAG utilizing/installing all the 6 bullets of FACT in a single barge.
- 5.0 Pre-bid meeting:** The Pre bid meeting will be held at 2.00 PM on 26.02.2021 at FACT Cochin Division, Ambalamedu, Kochi, **if necessary**. Interested bidders shall confirm their participation well in advance. Interested bidders may submit the Pre bid queries in advance at least 3 days prior to Pre-bid meeting. Pre bid queries, if any, shall be sent by email to julian@factltd.com.
- 6.0 The bidder should be familiar with the navigation route. The bidder shall familiarise himself, before quoting, about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at loading points and at unloading points and inspect the canal routes 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.
- 7.0 Bidder may visit the sites of loading and unloading operations for ascertaining the draft available for barge movement at the above loading / unloading points. Bidder may note that the Champakkara Canal and Udyogamandal canal are being maintained by the Inland Water Authority of India (IWAI), and the draft available for movement of barge through these canals may be ascertained by the bidders with IWAI before quoting. Bidders shall offer only barge that are suitable for movement through the above canals and based on the draft available at WI / FACT-CD / UD Jetty. If a bidder has offered barge, which is found unsuitable for movement through the canals and for placing at WI / UD / CD Jetty, on award of contract, it shall be the responsibility of the bidder to arrange and provide suitable alternate barge for the work, at no extra cost to FACT. FACT shall not entertain any claim consequent to the bidder / contractor making such alternate arrangements for the work.

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**8.0 Issue of Bullets**



The bullets shall be issued to the barge operator/s on furnishing a Bank Guarantee of Rs.60 lakh (10 Lakh per bullet) for the 6 bullets. The Bank guarantee shall be submitted within 15 days of award of contract. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

9.0 Any further information on technical matters, site familiarisation, if any required by the bidders, can be had from (i) DGM (Technical Services) (Ph: **2720884**) or DGM(P) (**2723641**).

For any other clarification on this enquiry please contact Asst.General Manager (Materials) T&S, [Phone- 0484- 2545196, 2568260] or Asst.Manager (Designate),Materials-T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501. The bidders are advised to duly get themselves informed of all details they require before submitting their bids.

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

ASST. GEN. MANAGER MATERIALS (T&S)



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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)	7
2	Annexure II	Pre-Qualification Criteria for bidders	2
3	Annexure III	Vendor Data Updation(Declaration) Form	5
4	Annexure IV	Technical Procurement Specifications (TPS No. OFF-LAG-AMMB-003-R5)	22
5	Annexure V	Terms & Conditions	8
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Unpriced copy of Price bid format	2
8	Annexure VIII	Price bid format (BoQ)	1
9	Annexure IX	Bid Security Declaration	1
10	Annexure X	Proforma of Bank Guarantee for Security Deposit	2
11	Annexure XI	Proforma of Agreement	1
12	Annexure XII	Integrity Pact	5

***(Note: Bidders downloading documents from FACT website may note that Technical Procurement Specifications (TPS), General Arrangement and Route for LAG transportation have been attached as separate PDF files).***

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**ANNEXURE - I**

**Instructions to Bidders**

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

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**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. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.
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

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rejected without further processing.

- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

## 7.0 EARNEST MONEY:

- 7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyog Aadhar Memorandum number by the vendors on CPP Portal) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.
- 7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.



## 8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23<sup>rd</sup> 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.**

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**9.0 DEVIATIONS:**

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

**10.0 CONFORMITY:**

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

**11.0 Rates:**



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

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

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable, will be payable extra by FACT as per statutory notification.
- 11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's other right 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 **three percent (3%) 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 alternative arrangements made at the risk and cost of the Contractor.

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**13.0 PURCHASER'S RIGHT:**

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

**14.0 CONTRACTOR TO EXECUTE AGREEMENT:**

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

**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

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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.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the 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.

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

**ASST. GENERAL MANAGER (MATERIALS)-TS**

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**ANNEXURE-II**

**PRE QUALIFICATION CRITERIA**  
**Transportation of Liquefied Ammonia Gas by Barge**

The bidder should meet all of the following prequalification criteria for the above work



- 1.0 The contractor should have prior experience in handling hazardous liquid / chemicals transport through water ways.
- 2.0 The contractor should have at least 1 year of experience in handling water transport of LAG or any other cargo and transported a quantity not less than 20,000 MT during any one of the last 5 years as on the date of tender.
- 3.0 The bidder shall either own at least one number of the required barge with sufficient proof in own name, partners' name or firms name or lease the required barge.
- 4.0 Bidder shall furnish a solvency certificate (original) for a minimum of **Rs.10.00 lakh** from a Nationalised/Scheduled Bank along with Part-A(Techno commercial) Bid. The Solvency Certificate issued shall be dated after the date of enquiry.
- 5.0 Bidder must have a minimum annual turnover of **Rs.50 lakh** during any one of the last 5 financial years.
- 6.0 Bidder must have an office in Cochin or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to co-ordinate day-to-day activities with FACT at loading / unloading points.

**Bids from Bidders not fulfilling 1.0 to 6.0 above will not be considered for further processing.**

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

**The bidder shall submit the following documents in proof of above, along with Part-A of the bid:**

- a) Scanned copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Work completion certificate issued by the contractee in support of Criterion 1.0 & 2.0 above. 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. Depts., /Pvt. Ltd. companies which do their work mainly through public contracts shall be considered for acceptance.
- b) Documentary evidence in proof of ownership and lease agreement in original on Rs.200/- stamp paper (in case of leased barge) shall be submitted as proof of Criterion 3.0 above.



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- c) Scanned copy of Solvency Certificate for a minimum of **Rs.10,00,000/-** from a Nationalised/Scheduled Bank issued after the date of enquiry in proof of Criterion 4.0 above. Original solvency Certificate to be furnished offline.
- d) Documentary proof should be furnished in support of Criterion 5.0 above.
- e) Details of Kochi Office/nearby areas in support of Criterion 6.0 above.

**Note:** The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders /documents submitted by them, directly with the clients or any other agency in this regard.

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**Annexure III**

**VENDOR DATA UPDATION FORM**

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)



**Transportation of Liquefied Ammonia Gas by Barge**

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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.

<b>Sl. No.</b>	<b>Description</b>	<b>To be filled in by vendor</b>
1	Name of the bidder/firm	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	
17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out	Proprietorship / Regd. Partnership/

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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	which is not applicable	Limited Company/Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors .	

21	<b>CATEGORY:</b>	
a	Whether the entrepreneur comes under the given status (please tick and attach document). <b>( In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal ; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.)</b>	Micro/ Small/ Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	

**22 TECHNICAL EXPERTISE**

Details of previous experience in transport of LAG or any other cargo by barges: As required in clause 2.0 of PQ criteria, bidders experience in any of the previous five years as on the date of tender shall be furnished as per the format below (Attach Certificates from Organisation served):

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

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Note: Copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Work completion certificate from organization served shall be furnished.

**23.0 FACILITIES**

**23.0.1 Details of Barge with specification:**

23.0.2 Own facilities available :  
for repair of barges

23.0.3 No. of Office staff :

23.0.4 No. of skilled workers :

23.0.5 No. of unskilled workers :

23.0.6 Own facilities available for repair:  
Of the equipments

23.0.7 No. of skilled / unskilled workers:

**23.1.0 Time required for mobilisation/  
Commencement of work from LOI :.....Days**

**23.2.0 Maximum quantity of LAG** which can be transported per day using the barge offered : .....**MT**  
**(min. Qty to transport is 192 MT per trip)**

**24 FINANCIAL WORTHINESS**

Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings			
Working Capital that can be mobilised for two months operation of the contract with supporting details	Rs.....lakhs		
Turn over for the three financial years ending 31 <sup>st</sup> March in (Rs. Lakhs)	2016-17	2017-18	2018-19

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

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**FACT  
CENTRALISED  
MATERIALS**

Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD

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

**25 OTHER DETAILS:**



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

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

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	

Following documents to be enclosed.

- 1) Audited Profit and Loss account and Balance Sheet for the past 3 years.
- 2) Copy of "Permanent Account Number" (PAN) Card, if any.
- 3) Copy of "GST registration" , if any.
- 4) Proof of constitution of your firm

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- 5) Copies of the R.C. Book/Licence/Calibration Certificates of the barge owned & Lease agreement (in case of leased barge)
- 6) Copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Work completion certificate from organization served as required in PQ criteria no as mentioned in clause (a) of PQ criteria.
- 7) Latest solvency certificate issued after the enquiry / tender date from a nationalised/ scheduled **bank for Rs.10 lakh.**
- 8) Documentary proof for having a minimum annual turnover **of Rs.50 lakh for any one of the last 5 financial years.**
- 9) Other details required in Technical Procurement Specification TPS No. OFF-LAG-AMMB-003-R5.

**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 hereby undertake to maintain and deploy the barge offered by me/us, during execution of the work



Authorised Signatory,

Date: Name :

Place: Designation :

Signature :

(Seal)

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**Annexure-V**

**TERMS AND CONDITIONS**

**01. GENERAL:**

- 1.1 **"FACT"** shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Ambalamedu.
- 1.2 **"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.
- 1.3 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.
- 1.4 The Contractor shall execute within 15 days from the date of receipt of FACT's Work Order, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.
- 1.5 The contract once awarded will not imply that the Contractor has exclusive right for the particular job.
- 1.6 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.
- 1.7 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.
- 1.8 The transportation of LAG includes provision of suitable barge, operation of the barge with their own crew and making arrangements at contractor's cost for overcoming infringements, if any, to create a passage for movement in the canals.
- 1.9 If a bidder has offered a barge, which is found unsuitable for movement through the canals and for placing at WI/UD/CD Jetty, on award of contract, it shall be the responsibility of the bidder to arrange and provide suitable alternate barge for the work, at no extra cost to FACT. FACT shall not entertain any claim consequent to the bidder/contractor making such alternate arrangements for the work.
- 1.10 The Contractor or his authorised representative shall call on the contract administrator or his authorized representative to receive instructions regarding the transport of LAG to be undertaken by him and arrange to work accordingly. The signing of FACT's transit documents by the Contractor's representative shall be deemed to be acknowledgement of receipt of goods on behalf of the Contractor.
- 1.11 The Contractor or his duly authorised representative shall take delivery of materials and the Contractor shall always be responsible for safety and preservation of material till they are duly delivered at the destination points
- 1.12 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. Notwithstanding any instruction given by FACT in this respect or in any other respect, the responsibility for the safe and prompt delivery of the materials shall be that of the Contractor.

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- 1.13 In case the goods are held up en-route due to any break-down or accident or force majeure condition the matter shall be intimated to the contract administrator over telephone or in person immediately and confirmed within three days in writing. Barge shall not stop anywhere en-route other than for reasons mentioned above.
- 1.14 It will be the responsibility of the Contractor to obtain at his cost all clearances/sanctions from concerned authorities and local bodies (if required) such as Port Trust, Public Works Department, Post & Telegraph Department, Railways, Corporations, Municipalities, Panchayats, Police, Electricity Board, etc. The Contractor is expected and bound to anticipate and arrange for all such clearances and sanctions well in advance. Any damage, demurrage or any other losses arising direct or consequential on account of any lapses in this regard shall be to the Contractor's account.
- 1.15 The maintenance of draft in Udyogamandal and Champakara canals will not be the responsibility of FACT.

**02. SCOPE OF WORK / QUANTITY:**

Transportation of Liquefied Ammonia Gas by self-propelled Barge (approx. quantity: **63,000** MT per annum) using bullets provided by FACT from FACT's storage tank at Willingdon Island, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu and from FACT UC Petro to FACT CD for a period of two years. However individual quantity for each item of work may be appropriated among the three routes as per requirement, subject to keeping the overall quantity the same. Please refer clause 7.0 of Technical Procurement Specifications TPS No. OFF-LAG-AMMB-003-R5 for detailed scope of work.

**03. PERIOD OF CONTRACT:** The period of contract shall be **TWO years** from the date of commencement of work as per Letter of Intent / Work order.



**04. INSURANCE:**

FACT shall arrange transit insurance for the cargo and the bullets only. Insurance coverage for the Contractor's Barge, all equipments, crew and all belongings engaged for the work shall be arranged by him at his own responsibility and cost. The Contractor shall be fully responsible for all damages to the Barge, personnel deployed by him, and also for liabilities on account of third party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract. FACT shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of the obligations under the terms of the contract.

The safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.

**05. SECURITY DEPOSIT:**

The Contractor shall remit **three percent (3%) of the total contract value** as interest free Security Deposit (SD) by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised/ Scheduled Bank as per the Proforma prescribed by FACT within 15 days of issue of work order by FACT. The Bank Guarantee shall be valid till the expiry of the

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contract with a claim period of six months thereafter. Alternatively, the Bank Guarantee may be furnished for a period of one year and claim period of six months, with an undertaking by the contractor to renew the BG at the end of every year for further periods till completion of the contract.

The EMD (if applicable) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. Such EMD shall be returned only on remittance of requisite Security Deposit.

The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

**06. RATES:**

The rate for transportation is all-inclusive per MT of LAG (but exclusive of GST) transported from WI to UC Petro or WI to CD or between UC Petro and CD as per the movement requirement of FACT. GST, if applicable, will be payable extra by FACT as per statutory notification. 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 quoted shall be firm without any change on any account during the contract period of 2 years except for variations in the price of High Speed Diesel Oil (HSD) at Cochin.

**For the purpose of calculation of variation in rates as above, the Price of diesel at Cochin on the date of opening of Part-A bid shall be taken as the base rate.**

In the event of any increase / decrease in the price of HSD, from the price of HSD prevailing at Cochin on the due date for submission of Part-A bids, FACT shall increase / decrease the transport rates. The revision formula applicable shall be at the rate of **one Rupee per MT for one Rupee per litre increase or decrease in price of HSD**. The revision in the contract rate shall be calculated in this proportion, (i.e. if the increase or decrease is only 50 Paise per litre, the rate shall be increased/decreased by 50 Paise per MT). Diesel price variation shall be averaged (simple) for the completed billing period and revised rates shall be applicable for that completed billing cycle.

**07. PAYMENT:**

The scheme envisages transportation of LAG by filling in six insulated bullets (used for rail transportation earlier) of capacity 32 MT each, mounted in the barge. Quantity filled in each bullet will be controlled by setting Mass Flow Meter at 32 MT. Since measurement of quantity is by flow meter set at 32 MT, quantity for bill settlement shall be taken as 32 MT each.

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Payments shall be made based on the bills submitted on fortnightly basis duly certified by DGM(Production)CD in the W.I./CD routes & UC-Petro/CD routes and DGM(Production)Petro in WI/ UC-Petro route or their authorized representative or any other Officer nominated by FACT for that purpose. Bills that are complete in all respects will be processed and passed for payment normally within 15 days from date of receipt. The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order.

Payment shall be effected, on presentation of the bills to the Dy.General Manager (Fin)-Bills duly certified by the authorised person specified. 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.

**08. QUANTITY:**

The minimum quantity movement is estimated as 192 MT per day (using 6 bullets) for approximate 330 days per year. The estimated total quantity of LAG to be transported by barge will be 63,000 MT per annum with permissible variation as specified in the TPS. The quantity to be moved is only approximate indication and the quantities are liable to vary either way depending on storage capacity available and plant requirements etc. FACT cannot guarantee to the Contractor either continuity of work on all days or any definite or minimum quantity for transportation on daily basis. The Contractor shall have no right to claim damages including idle time or loss of profit on account of reduction in revenue arising out of variation in quantity, within the indicated limits, made available for transport. **FACT reserve the right to appropriate the total quantity among three routes as per requirement from time to time during the contract period**

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

**10. 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.

**11. 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 barge to

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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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.

The barge employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.



**12. STATUTORY OBLIGATIONS**

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

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

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 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, if applicable, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with

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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.

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.

**13. CONTRACTOR'S WORKMEN**

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

**14. LIQUIDATED DAMAGES:**

The contractor shall make available the barge within 12 hours of receipt of oral / written instructions from DGM(P)-CD or any other Officer authorised by him and undertake the trip to transport the quantity of 192 MT Ammonia. In case the contractor fails to place the barge to undertake the trip and transport the quantity as above or transport a lesser quantity, due to reasons attributable to him, liquidated damages (LD) at the rate of Rs. 30/- per MT for the shortfall in quantity (i.e. 192 MT - actual qty. transported) shall be recovered from the bills of the Contractor or from any amounts due to the contractor subject to Clause 15 of Terms and Conditions.



**15. 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, terminate the contract wholly or partially and arrange to transport the material through other contractors or by themselves or make alternate arrangements for the transportation at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the contract. Evaluation of the Contractor's performance by FACT and decisions taken thereon shall be final and binding on the Contractor.

**16. 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.

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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**17. FORCE MAJEURE:**

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

**18. ASSIGNMENT :**

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

**17. APPLICABLE LAW & SETTLEMENT OF DISPUTES:**

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

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

**18. 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.

**19. 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.

**20. 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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**21. WORKING HOURS:** The Contractor shall have to undertake transporting 24 hours a day on all days including Sundays and Holidays.

**22. PASSES:** The Contractor shall obtain photo passes issued by CISF, for himself, his workers and representatives for entry inside the premises of FACT and where loading/unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to our Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which amount as fixed by the Company shall be payable for every pass thus not surrendered.

**23. CONTRACTOR TO EXECUTE AGREEMENT:**

The contractor's responsibility under this contract will commence on the date specified in the Letter of Intent/Work Order. The successful Bidder shall be required to execute an Agreement with FACT, within 15 days of the receipt by him of the Work order issued by FACT for carrying out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs. 200/- Stamp paper and shall be in the proforma 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 (if any) is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.



**24. ISSUE OF BULLETS**

**The bullets shall be issued to the barge operator/s on furnishing a Bank Guarantee of Rs.60 lakh (10 Lakh per bullet) for the 6 bullets. The Bank guarantee shall be submitted within 15 days of award of contract as per our proforma at Annexure X. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.**

**25. Contract Administration:**

This contract shall be administered and executed by DGM(P) CD ie., Deputy General Manager(Production)-Cochin Division or his authorized representative.

All other terms and conditions shall be as per our "Technical Procurement Specifications-TPS No. OFF-LAG-AMMB-003-R5 (Annexure-IV). In case of any contradiction between Technical Procurement Specifications TPS No. OFF-LAG-AMMB-003-R5 (Annexure-IV) and Terms and Conditions (Annexure-V), Annexure - IV will prevail.

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**ANNEXURE-VI**

**COMPLIANCE STATEMENT**

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/181/E22983 dtd. 16.02.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder:

Signature of the Bidder:

Place:

(Seal)

Date:

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**ANNEXURE – VII**

**UNPRICED COPY OF PRICE BID**

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

From

To



AGM [MATERIALS]-T&S,  
MATERIALS DEPT, FACT LTD.,  
FACT PD ADMINISTRATIVE BUILDING,  
UDYOGAMANDAL 683 501

Dear Sirs,

Sub: Enquiry No.MM/181/E22983 dtd. 16.02.2021 for transportation of Liquefied Ammonia Gas by Barge.

With reference to the above, we quote our lowest rate for the subject tender as follows:

Sl. No.	Description	Unit	Quantity (2 years)	Rate per unit (all inclusive) Excluding GST (Rs.)	Total Amount (all inclusive) Excluding GST (Rs.)
				Indicate "Quoted". "Do not quote rate in this column"	
1(a)	Transporting and fixing the bullets in the barge as per Scope of Work and terms and conditions of Enquiry No. MM/181/E22983 dtd. 16/02/2021.	Bullet	6		
1(b)	Dismantling the bullets from the barge, lifting and transporting the same to the designated location in FACT(CD) on completion of contract as per Scope of Work and terms and conditions of Enquiry No. MM/181/E22983 dtd. 16/02/2021.	Bullet	6		

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date: 30
	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>		

<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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Sl. No.	Description	Unit	Quantity (2 years)	Rate per unit (all inclusive) Excluding GST (Rs.)	Total Amount (all inclusive) Excluding GST (Rs.)
				Indicate "Quoted" "Do not quote rate in this column"	Indicate "Quoted" "Do not quote rate in this column"
2.	Transportation of Liquefied Ammonia Gas from & to the following destinations as per Scope of work and terms and conditions of Enquiry No. MM/181/E22983 dtd. 16/02/2021.				
2(a)	From FACT-UC Petro at Udyogamandal to FACT-CD at Ambalamedu.	MT	90,000		
2(b)	From FACT Ammonia Storage (Willington Island), Cochin Port Trust to FACT-CD at Ambalamedu.	MT	30,000		
2(c)	From FACT Ammonia Storage (Willington Island), Cochin Port Trust to FACT-UC Petro at Udyogamandal.	MT	6,000		

*GST shall be extra as applicable based on statutory notifications.*



We have read and understood the Notice Inviting Tender, Instructions to bidders, Technical Procurement Specifications TPS No. OFF-LAG-AMMB-003-R5 and the Terms and Conditions of this enquiry and hereby confirm our acceptance to the same.

Place: \_\_\_\_\_ Name and address of the Bidder with signature and

Date:

seal:

**Note: The bidder shall write "quoted" for all the items above.**

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date: 31
		<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	
			



<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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**ANNEXURE-VIII**

**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)

*Note: The bidder shall quote for all the items above. Rates quoted shall be firm for the contract period of TWO years except for variations in the price of High Speed Diesel Oil at Cochin as per Clause 6 of Annexure-V.*

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date: 32
	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>		



<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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**ANNEXURE-IX**

**Bid-Security Declaration**

To: AGM(Mat)T&S  
FACT-PD Admin building-  
UDYOGAMANDAL- 683501

Reference: (1) Enquiry No. \_\_\_\_\_ of FACT.  
(2) Our Bid No. \_\_\_\_\_ dt.

I/We , ..... irrevocably declare as under:

I/We understand that, as per Clause .....of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse ) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.



Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ (complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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**Annexure -X**

**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 of .....and whereas it is one of the conditions of the said work order that the Contractor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due fulfilment of the said work order by the said Contractor.

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



We, the said Bank, do hereby 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

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<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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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 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 twenty one.

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

Place:

Full address of the Branch issuing this guarantee:

PRPD. BY:	CHKD. BY:	APPRD. BY:	Date: 35
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**ANNEXURE-XI**

**AGREEMENT**

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

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

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

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

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

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

IN WITNESS thereof the Contractor, M/s.... and The Sr. 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:	Date: 36
	<b>FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>		

<b>FACT CENTRALISED MATERIALS</b>	Transportation of Liquefied Ammonia Gas by self-propelled Barge from FACT's storage tank at WI, Cochin to FACT UC Petro at Udyogamandal and FACT CD at Ambalamedu, and from FACT UC Petro to FACT CD	ENQUIRY NO. MM/181/E22983 dated 16.02.2021
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**ANNEXURE -XII**

**INTEGRITY PACT**  
**(To be executed on Rs.500/- Non-judicial Stamp Paper)**

**INTEGRITY PACT**

**Between**

The Fertilisers 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 in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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## 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

(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.

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(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.

(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,

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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 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.

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(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).....

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