

MATERIALS DEPARTMENT	<b>TRANSPORTATION OF SULPHURIC ACID FROM STORAGE TANKS AT WILLINGTON ISLAND TO FACT-COCHIN DIVISION [CD] AT AMBALAMEDU AND FACT UDYOGAMANDAL COMPLEX (UC) AT UDYOGAMANDAL AND FROM FACT UC TO FACT CD BY BARGE</b>	Doc.No. MM/TS1/E21510 dtd 09.05.2020 Page 1 of 45
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[ADVT MATTER IN NEWSPAPER]

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,  
CORPORATE MATERIALS, FACT-PD, Administration Building  
UDYOGAMANDAL - COCHIN – 683 501(KERALA)  
Tel: (0484)–256 8260, 8273, 2545196



E-mail: [julian@factltd.com](mailto:julian@factltd.com); [aneeshya@factltd.com](mailto:aneeshya@factltd.com); Website: <http://www.fact.co.in>

Transportation of Sulphuric Acid by Barge  
[Enquiry No. MM/TS1/E21510 dated 09.05.2020]

Bids are invited for transportation of approx. 2,00,000 MT (for two years) Sulphuric Acid solution in self propelled barges fitted with MS/SS tanks from Storage tanks at W.Island, Kochi to FACT – Cochin Division at Ambalamedu and FACT UC, and from FACT UC to FACT CD through <https://eprocure.gov.in> for a period of TWO years. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.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 20.05.2020 at FACT-CD.**

Due date/time for submission of bids is **25.05.2020 / 3:00 P.M.**

Asst. General Manager (Materials)-T & S

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## THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

(A Government of India Enterprise)

### NOTICE INVITING e-TENDERS



Bids are invited from experienced and financially sound Barge Transport Contractors meeting the qualifications specified below for undertaking the work of transportation of Sulphuric Acid solution from Storage tank at W/Island (Cochin Port) to FACT-Cochin Division at Ambalamedu and FACT Udyogamandal Complex at Udyogamandal and from FACT UC to FACT CD in suitable self propelled barges fitted with MS / SS tanks and with suitable pumping facility, for a period of two years from the date of issue of Letter of Intent/Work Order, whichever is earlier through <https://e-procure.gov.in> portal. The bidders may refer the Instructions to Bidders (Annexure-I), Special Terms & Conditions (Annexure-IV) and Standard Terms and Conditions (Annexure-V) applicable for the proposed contract.

**PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER**  
**Visit <https://eprocure.gov.in> for online bid submission**

#### 1.0 General Information

Enquiry No.	MM/TS1/E21510 dated 09.05.2020
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time	<b>25.05.2020 / 03.00 P.M.</b>
Date & Time for opening of Part A of the Bid.	<b>26.05.2020 / 03.30 P.M.</b>
Pre Bid Meeting	<b>The pre bid meeting will be held at 2.00 P.M on 20.05.2020 at FACT-CD. Interested bidders may submit the Pre bid queries in advance and at least 3 days prior to Pre Bid Meeting. Bidders are requested to attend the Pre bid meeting to clear/discuss the technical points and collecting the technical data if required</b>
Name of Work/Description	Transportation of Sulphuric Acid solution from Storage tank at W/Island (Cochin Port) to FACT-Cochin Division (CD) at Ambalamedu and FACT Udyogamandal complex (UC) at Udyogamandal and from FACT UC to FACT CD. Approx. Quantity <b>2,00,000 MT for Two years.</b>
EMD	<b>Rs. 1,00,000/-</b> by NEFT/RTGS
Security Deposit	5% of the total contract value
Period of contract	Two years starting from the date of commencement of work as per letter of intent /work order.
Contacts	1) e-Tender Helpline: Mr. AjinoAnandh, Tel: +91 0484 256 8374, 9497334230, email: <a href="mailto:ajinoanandh@gmail.com">ajinoanandh@gmail.com</a> (for e tender submission) 2) Mr. Julian Vijayakumar.R, Tel: +91 484 256 8260, 2545196 e-mail: <a href="mailto:julian@factltd.com">julian@factltd.com</a> (for tender details) 3) Mrs.Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: <a href="mailto:aneeshya@factltd.com">aneeshya@factltd.com</a> (for tender details)

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

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

### 3.0 Background:

For the manufacture of Fertilizers, FACT uses Sulphuric Acid sourced from external sources, for manufacturing captive phosphoric acid. FACT has constructed a barge loading facility at W.Island and an unloading facility at FACT CD. It is planned to construct similar facility at FACT-UC also so that despatch and receipt of Sulphuric acid by barge can be handled at FACT UC. The Sulphuric Acid, which is received at FACT's storage tanks at Wellington Island (Cochin Port) is transported to FACT Cochin Division (CD) at Ambalamedu and FACT Udyogamandal complex (UC) at Udyogamandal. When Caprolactam plant is productive, excess sulphuric acid available at FACT UC has to be transported regularly to FACT CD. At present Sulphuric Acid is transported by road. Barge transport is also required for the evacuation of the storage tank at a faster rate so that the tank is ready to accommodate subsequent shipments promptly.



3.1 **Scope of Work:** Pl. see Special Terms and conditions.

3.2 Details of Pumping facility to be provided by the bidder in the Barge:

1. Pumping rate required : 50 Cu M per Hour(minimum) .
2. Liquid handled : Sulphuric Acid with 98 % concentration
3. Density of liquid handled : 1.85 g/cc
4. Pump discharge pressure requirement: 7 Kg per Sq. Cm gauge
5. Details of the flange connection : To be specified by bidder proposed at loading & unloading points
6. Material of Construction of Pump suggested:
  - Casing : Alloy 20 or any other material suitable for sulphuric acid service
  - Impeller: Alloy 20 or any other material suitable for sulphuric acid service
  - Casing / Impeller Wear Rings: 12.1% Chr.Hd. / A 217 Gr. CA – 1 service or any other material suitable for sulphuric acid service.
7. Electrical power connection available at site: Flameproof Socket, 3 phase, 440 V, 30 Amps.

3.3 The transportation of Sulphuric Acid solution includes provision of suitable self – propelled barge, piloting, escorting and making arrangements at contractor's cost for overcoming infringements, if any, to create a passage for movement in the canal.

3.4 The bidder shall familiarize himself, before submitting his bid, about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at loading point and at unloading point, inspect the canal routes, availability of deep and air draft (along the route, loading & unloading points), 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 a demand for increase in rate.

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**4 Pre-qualification Criteria to be met by the Bidders:**

- 4.1 Bidder should have transported not less than **10,000 MT** of Acids, Chemicals or Petroleum products in Barges during any one of the last five years as on the date of tender. Documentary evidence in support of the above including copy of (i) work order supported by corresponding (ii) Experience certificate & (iii) Performance certificate from organizations served shall be enclosed along with Part-A Bid. 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., which do their work mainly through public contracts shall be considered for acceptance.
- 4.2 Bidder shall own/lease from the date of opening of Part- A Bid (i.e. Pre-qualification cum Techno-commercial Bid) till the expiry of the contract period, at least one Barge suitable for the work, fitted with MS/SS tank of carrying capacity not less than **200 MT Sulphuric acid (98%)**. Documentary evidence in proof of above shall be submitted along with part A of the bids. In case of lease, lease agreement in original on Rs.500/- stamp paper shall be enclosed with Part-A Bid.
- 4.3 Bidder shall furnish a solvency certificate (original) for a minimum of **Rs.16 lakhs** from a Nationalised/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after the date of enquiry.
- 4.4 Bidder must have an office in Kochi / nearby areas or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to coordinate day-to-day activities with FACT at Udyogamandal. The office must have necessary communication facilities such as telephone, fax etc.



Bidders not fulfilling 4.1 to 4.4 above will not be considered.

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

- 5 The bidder shall indicate the full technical details of the barges proposed to be used for the contract work including details like size/speed of the barges, the engine HP details, capacity of the tanks, draft required, ownership/control document over the barges, calibration chart for barges and tank certified by a licensed surveyor which are valid, details of pump/motor etc. for unloading of acid at FACT-CD/FACT-UC and also required licenses from Cochin Port and or other statutory bodies for transporting Sulphuric Acid solution by barges. Bidder shall furnish details of the Barges offered by him as per Annexure-III.
- 6 Bidder shall clearly indicate the time required for mobilization /commencement of work from the date of receipt of Letter of Intent (LOI)/ Work Order.

**7 Evaluation of bids**

- 7.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 7.2 Bidders shall quote for all items of work in the Price Bid Format (BOQ-Annexure-

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VII). Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all 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. The work order issued shall contain all 3 items of work.

7.3 In case more than one bidder become the L1 based on the evaluation as above, such **L1 bidders alone shall be given an opportunity** to submit **revised lower price bids**, if any, in sealed cover on or before the due date and time to be specified in the request. Instructions stipulated with regard to submission, opening and evaluation of price bids shall be applicable for such revised price bids. However, **while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid.** In case more than one bidder continue to be L1 despite submitting the revised lower price bid as above, FACT reserves the right to accept the bid submitted by the bidder among those L1 bidders, having the highest capability in terms of volume of work during the period specified under PQ criteria.

8 FACT reserves the right to reject any or all bids without assigning any reason whatsoever.

9.0 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.

10.0 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.

11.0 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.



12.0 "Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. alongwith the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

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

Note: In case bidders require any clarification pertaining to the tender please contact the officers at 13.0 & 14.0 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

13.0 Any further information on site familiarization, if required by the bidders, can be had from the (i) the Chief Manager (FACT-Willington Island) i.e., CM (WI), Phone: 0484-2668165/2666739, ii) Manager [Raw Materials]-FACT-CD i.e., MRM (CD), Phone: 0484 – 2723617/3621 (iii) DGM (Production) – FACT-CD i.e., Phone –2723642 and (iv) DGM (Production) Fert (UC)-2567678.

14.0 For any clarification on this enquiry, Asst. Gen. Manager (Materials)-TS or Officer (Materials)-

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TS, Corporate Materials, FACT Ltd., FACT PD Administrative Building, Udyogamandal may be contacted. Their phone numbers are: 0484-2545196/2568260 /2568273.

Yours faithfully,  
For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.,

ASST. GENERAL MANAGER (MATERIALS) – TS

List of Enclosures:

- |     |   |           |
|-----|---|-----------|
| 1.  | Instructions to Bidders (Annexure -I)   | - 8 pages |
| 2.  | Information about the Bidder (Annexure-II)                                      | - 4 pages |
| 3.  | Specification/Details of each Barge (Annexure-III)                              | - 1 page  |
| 4.  | Special Terms and Conditions (Annexure-IV)                                      | - 8 pages |
| 5.  | Standard Terms and Conditions (Annexure-V)                                      | - 5 pages |
| 6.  | Un- Priced copy of Price Bid Format (Annexure-VI)                               | - 2 page  |
| 7.  | Price Bid Format (Annexure -VII)  | - 1 page  |
| 8.  | Proforma of Bank Guarantee for furnishing<br>Security Deposit (Annexure – VIII) | - 2 pages |
| 9.  | Proforma for Agreement (Annexure – IX)  | - 1 page  |
| 10. | Integrity Pact (Annexure – X)   | - 6 pages |
| 11. | Compliance Statement (Annexure-XI)  | - 1 page. |



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**ANNEXURE- I**

**Instructions to Bidders (OPEN e-Procurement)**

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

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3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :  
The Asst.General Manager (T&S), Centralized Materials,  
PD Administrative Building, FACT Ltd., Udyogamandal PO,  
Kochi – 683 501, Kerala

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

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD Instrument (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with documentary proof.
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

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- be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

#### 6.0 BID OPENING:

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

#### 7.0 EARNEST MONEY:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158.** A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 7.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts/firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

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

### 8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 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.



### 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:

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

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

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

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



### 12.0 SECURITY DEPOSIT:

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

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

### 13.0 PURCHASER'S RIGHT:

FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and

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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.500/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.

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

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



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

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

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

The supplier/contractor shall do the following:

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

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

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

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

**16.0 GENERAL:**

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 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 If specified in the tender, FACT may relax condition of prior turnover and prior experience with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the tender) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2546427, FAX No: 0484-2545196, Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in

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any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



**17.0 TENDER UPDATES:**

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

**18.0 FRAUD PREVENION POLICY:**

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

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

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**ANNEXURE – II**

**INFORMATION ABOUT BIDDER**

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

1. Name of the Bidder :

2. Address

Phone No.

Fax No.

3. Name, address and designation of the Key person with whom company may correspond.

Name:

Address:

Designation:

Mobile No:

4. Addresses/phone nos. of :

i) Registered office/ Head Office :

Phone No.

ii) Branches - 1.  
(list out each branch with phone nos – 2.  
(use additional sheets if required) 3.

iii) Address of Cochin Office :

Phone No

Fax No.

Name of Contact person:

Mobile No:

5. Name of the person authorised to sign the Bid and related documents :

6. Date of Registration of the Firm :  
(Attach copy of Registration Certificate)

7. Constitution of the Bidder : Proprietorship/

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S.No.                      Reg. No.                      Approved  
Carrying Capacity (MT)                      Permit valid upto

(Attach lease agreement in Rs.500/- stamp paper in original and photocopy of R.C. Book/Licence/Calibration Certificate/Insurance certificate)

13. Name of the Bank and the Branches with :  
which bidder has dealings.

iii) Details of credit limits/facilities enjoyed  
(Please submit Certificate from the Bank)

Sl.No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.)	Amount of credit limit sanctioned Rs.
1			
2			
3			

14. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. 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	



15. Turn- over for the three : 2016-17                      2017-18                      2018-19  
financial years ending 31<sup>st</sup> March  
(in Rs. Lakhs)

(Attach copies of audited Balance Sheets and Profit & Loss Accounts for the above three years. In case audited accounts are not finalized for 2018-19, provisional accounts may be submitted)

16. Pan No:  
(Attach Photocopy of Pan Card)

**17.0 FACILITIES**

17.1 Details of Barge with :                      :                      :                      :  
specification shall be furnished as per                      :                      :                      :  
Furnished – Yes / No

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- (Proforma, Annexure-III is given below)
- 17.2 Own facilities available :  
for repair of barges
- 17.3 No. of Office staff :
- 17.4 No. of skilled workers :
- 17.5 No. of unskilled workers :
- 18.0 Time required for mobilisation/ : ..... Days  
commencement of work from LOI
- 19.0 Following documents to be enclosed with Part-A Bid:



- 1) Proof of constitution of firm
- 2) Copies of Work order and Performance certificate & Experience Certificate relevant to that particular Work Order from the clients indicated at Cl.11 above shall be furnished.
- 3) Certificate from Bank of credit limits/facilities.
- 4) Solvency Certificate as per Clause 4.3 of NIT
- 5) Copies of the R.C. Book/Licence/Calibration Certificate/Insurance certificate of the barges (owned/under control)
- 6) Lease Agreement in original in Rs.500/- Stamp paper, from the owner's of the barges to utilise their barges for FACT's work as per the enquiry, in case the barge(s) are not owned by the bidder.
- 7) Copy of licence from Cochin Port Trust and any other agency concerned to operate the barges for the work.  
Note: As per CoPT's circular No. S/Addl./Misc/2004/T dated 22.7.04, to comply with ISPS code regulation, permission of Cochin Port is required for berthing of barges and entry of crew.
- 8) Copies of Audited Profit and Loss Accounts and Balance sheets for the last three financial years.
- 9) Copy of "Permanent Account Number" (PAN) Card
- 10) Copy of GST Registration Certificate
- 11) Copy of valid registration with Labour/ PF / ESI Dept.

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 undertake to carry out the work as per the terms and conditions stipulated in the work order if issued to me/us.

Date: \_\_\_\_\_ Authorised signatory:  
Name:  
Place: \_\_\_\_\_ Designation:  
Signature:  
(Seal)

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**Annexure-III**

**Specifications/ Details of Each Barge offered by the Bidder:**  
**(For each Barge, Bidder may use separate sheets)**

1. Name of the Barge :
2. Capacity of the barge (MT) :
3. Capacity of tank approved by MMD (in MT) :
4. Whether fitted with MS or SS Tanks :
5. Make, Registration No. & Date :
6. Engine Capacity & Speed of Barge :
7. Deep Draft (max.) required (in metres) :
- Air Draft (max.) required (in metres) :
8. Calibration Certificate for the barge & tank :
9. Overall dimensions :
10. **Details of Pump fitted in the Barge**
  - Pumping capacity :
  - Discharge rate & time required for discharge :
  - Material of Construction of Pump (including casing, impellor, casing/impellor wear rings):
  - Motor Rating :
  - Dimension of flange (hose connecting purpose):
11. Peak Quantity of Sulphuric Acid solution (with 98% Concentration) that can be transported (in MT) per day (Assuming 2 trips per day) for the Barge offered: : ..... MT

Date:  
Seal

Name of the Bidder:  
Signature:

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**Annexure-IV**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 Scope of Work:**

Transportation of Sulphuric Acid solution (having a concentration of 98%) from FACT's Sulphuric Acid Terminal at W/Island (WI), Cochin Port to FACT-Cochin Division (CD) at Ambalamedu and FACT Udyogamandal Complex (UC) and from FACT Udyogamandal Complex to FACT Cochin Division, through Champakara canal/Udyogamandal canal in the National Waterways -3 of IWAI, in suitable self-propelled barge fitted with MS/SS tanks and with suitable pumping facility, for a period of two years from the date of LOI/Work order, whichever is earlier.

Loading Point: FACT's Sulphuric Acid Terminal at Cochin Port (WI)/ near FACT's Ammonia Handling terminal at WI and FACT UC at Udyogamandal.

Unloading Point: FACT's boat basin at Ambalamedu and FACT UC at Udyogamandal.

1.1 At loading point, facilities are available/will be made available for loading of Sulphuric Acid into the barges. The barge shall have suitable pump as per details furnished in Para 1.2 below and all accessories including motor, connecting hoses etc for unloading the material using the above pump at the unloading points. The connecting hoses shall be suitable for connecting the pump and the flanges connected to the pipelines, leading from/to the storage tank at the loading/unloading point. Necessary power facilities will be provided by FACT at the unloading point free of cost for the unloading activities using the pump installed on the barge. Connecting and disconnecting of hoses for loading / unloading the Sulphuric Acid solution shall be done by the Contractor in the presence of representative of FACT. The contractor is liable to check suitability of facilities at loading/unloading points before commencing transportation.



1.2 Details of Pumping facility as indicated by the contractor in the Barge (Pl. ref. Cl.3.2 of NIT).

1. Pumping rate : 50 Cu M per hour (minimum)
2. Liquid handled : Sulphuric Acid with 98 % concentration
3. Density of liquid handled : 1.85 g/cc
4. Pump discharge pressure requirement: 7 kg per Sq. cm. gauge
5. Details of the flange connection at the loading & unloading point:
6. Material of construction of Pump:
7. Electrical power connection available at site: Flameproof Socket, 3 phase, 440 V, 30 Amps.

1.3 The transportation of Sulphuric Acid solution includes provision of suitable self-propelled barge, piloting, escorting and making arrangements at contractor's cost for overcoming infringements, if any, to create a passage for movement in the canal.

**2.0 Quantity:**



2.1 The estimated quantity of Sulphuric Acid solution to be transported by barge is 2,00,000 MT approx. for two years. The average / maximum quantity to be moved per day will be 200/400 MT. The estimated quantity is only an approximate indication and the actual quantity is liable to vary either way depending on the availability of Sulphuric Acid, arrival of shipments,



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storage capacity available at the loading /unloading points, plant requirements, and performance of the loading/unloading equipments at W/Island, FACT-CD and FACT-UC.

- 2.2 FACT reserves the right to reduce or increase the estimated total quantity as in Para 2.1 above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be transported. FACT cannot guarantee to the Contractor, either continuity of work or any definite or minimum quantity for transportation at any time. 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 made available for transport.
- 2.3 In case the contractor does not place adequate Barge to meet required quantity, FACT reserves the right to allot the shortfall thus made to the other contractor(s) and the contractor, who does not place adequate Barges as above, will have no claim for moving the shortfall quantity made by him on a subsequent day. FACT's decision in this regard shall be final and binding on the contractors.
- 2.4 FACT reserves the right to simultaneously transport a part quantity of Acid by road also, if transportation by barges alone cannot meet the production requirement at the plant or based on economics.
- 3.0 **Period of Contract:**
- The transportation contract shall be for a period of Two years from the date of issue of our Letter of Intent / Work order.
- 4.0 **Capacity of Contractor:**
- 4.1 Contractor shall own/control or arrange adequate number of suitable barge and other resources to discharge their transport obligations to FACT as detailed in Para 7.1 to 7.16 below.
- 4.2 During the pendency of the contract, if the Contractor deploys barges not owned/leased by the contractor, consent letter, proof of ownership and other documents from the owner agreeing to the Contractor using the barge for the contract period, and permitting the Contractor to do required modifications/repairs shall be furnished by the Contractor, without any liability to FACT for any damage, loss that may be incurred by the owner/contractor during operations connected with the order. Statutory obligations regarding these barges, personnel working in it etc shall be complied with by the contractor as if the barges were owned by him.
- 5.0 **Rates:**
- 5.1 The rate is per MT of Sulphuric Acid solution transported from FACT's storage Tanks (own or hired) at Wellington Island (WI) to CD and UD and from FACT UC to CD. This is inclusive of all incidental and other charges, which may have to be incurred by the Contractor at Cochin Port or at any other places, charges for insurance cover for Barges and crew deployed by him etc. GST shall be extra, if applicable as per statutory notification.
- 5.2 The rates quoted shall be firm without any change on any account during the contract period, except for variations in the price of Diesel Oil at Cochin.



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<p>5.3 In the event of any increase/decrease in the price of Diesel oil from the price of Diesel oil prevailing at Cochin on the due date for submission of 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 Diesel Oil. 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.</p> <p>6.0 Agreement: The Contractor shall execute within 15 days from the date of receipt of Letter of Intent, an agreement on Kerala Government Stamp paper of value of Rs.500/- or at the prevailing Kerala Government rate in the form prescribed by FACT and shall bear all expenses incidental thereto.</p> <p>7.0 Liability to move the Sulphuric Acid Solution:</p> <p>7.1 The Contractor or his authorised representative shall call on the DGM (WI)/DGM(P)CD / DGM(P) FERT-UC to receive instructions regarding the transport of Sulphuric Acid solution to be undertaken by him to the respective divisions and arrange to work accordingly. DGM [WI] shall administer and execute this contract and shall be responsible for all activities related to this work. DGM [WI] will have overall authority for these activities.</p> <p>7.2 The Contractor shall make available the barges on receipt of oral/written instructions from DGM (WI) or any officer authorized by him and transport the quantity on a daily basis as per the requirement indicated by the above officer. In case the Contractor fails to transport the quantity as above, liquidated damages (LD) at Rs.30.00 per MT for the shortfall in quantity subject to the maximum quantity offered to be transported per day by the Contractor (i.e., the quantity requirements indicated by FACT to the Contractor minus the actual quantity transported subject to the maximum quantity offered by the Contractor) shall be recovered from the bills of the Contractor or from any amounts due to the contractor subject to Clause 11 of Standard Terms and Conditions. Penalty would be levied for the shortfall in quantity for each day and would be limited to the maximum number of days required for transporting the entire quantity had the Contractor moved acid as per FACT's requirement.</p> <p>7.3 When barges have to be taken out of service for statutory inspection or dry dock repairs Contractor shall obtain prior permission of FACT and shall make alternative arrangements to transport Sulphuric acid solution without additional cost to FACT, failing which FACT shall have the right to make alternative arrangements to transport Sulphuric acid solution at the risk and cost of the Contractor and realise from the Contractor any loss sustained by FACT on account of such arrangements.</p> <p>7.4 The Contractor or his duly authorised representative shall take delivery of material for onward movement and the Contractor shall always be responsible for safety and preservation of Sulphuric Acid solution till it is duly delivered at the destination points.</p> <p>7.5 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.</p> <p>7.6 The Contractor shall check each consignment received from FACT's Sulphuric acid Terminal at Q-10 / near Ammonia handling terminal, Cochin Port/FACT UC and notify promptly shortage,</p>				
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damage etc. if any, to DGM [WI] and (DGM(P)FERT-UC in case of loading at UC). The Contractor shall be responsible for all shortages, loss or damage from the time the consignments are received to the time they are delivered at the stipulated destination. If any shortage/loss/damage etc. occurs after the Sulphuric Acid solution is handed over to the Contractor, he shall compensate such shortage, loss, damage etc. including non-delivery of material at rates decided by FACT. FACT reserves the right to realise such compensation by appropriating from the Contractor's bills/Security Deposit.

- 7.7 The contract shall not mean continuous work for the Contractor. The Contractor is expected to take up the work as and when required by FACT whether or not there is full day's work for his men/barge.
- 7.8 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.
- 7.9 The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- 7.10 The Contractor shall make necessary Security arrangements during transit of materials and he shall be responsible for any shortage/pilferage/contamination. After loading the materials the barges shall not stop anywhere en-route.
- 7.11 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 DGM(P)CD, DGM [WI] & DGM(P)FERT-UC over telephone or in person immediately and confirmed in writing thereafter. Barges shall not stop anywhere en-route other than for reasons mentioned above.
- 7.12 The Contractor shall be fully responsible for all damages to the Barges/other equipments/personnel deployed by him for the work, 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.
- 7.13 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 PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration.
- 7.14 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. Connecting and disconnecting of hoses for the purpose of loading of Sulphuric acid solution both at the loading and unloading

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points shall be the responsibility of the Contractor and no separate payment shall be made for this.

7.15 After loading the barge tank with Sulphuric Acid solution, the outlet and inlet pipes shall be sealed at the loading point. The seals shall be removed in the presence of the representatives of FACT, just prior to unloading the materials. In case the seals are tampered en-route and/or if there is a shortage in the quantity transported, the cost of the short delivered material will be recovered from the Contractor. The contractor at his own cost shall procure the sealing materials and he shall do the sealing in the presence of the representative of FACT.

7.16 The maintenance of draft in Champakara Canal & Udyogamandal canal will not be the responsibility of FACT.

**8.0 Quantity Loaded / Unloaded:**

8.1 Before commencement of transportation, the contractor shall furnish calibration chart certified by a licensed marine surveyor for both dip measurements as well as draft measurements to CD/UC and WI.

8.2 The quantity loaded, transported and unloaded will be determined by means of dip measurements/ flow meter readings. However, the draft readings of the barge shall be taken before and after loading at W/Island/UC and before and after unloading at CD/UC, to incorporate correction factor if any, due to imbalance of the barge. Representatives of contractor and FACT shall note the readings together.

**9.0 Settlement of Bills:**

9.1 Monthly payments shall be made on the bills duly certified by the Bill Certifying Authority DGM (P)-Fert.-UC, for transportation from WI to UC and DGM (P)-CD for transportation from WI to CD and from UC to CD) or his authorised representative or any other Officers nominated by FACT for that purpose.



9.2 The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order.

9.3 Payment against bills, with supporting documents that are complete in all respects shall normally be made within a period of 30 days.

9.4 Payment will be credited to Contractor's bank through National Electronic Fund Transfer or RTGS . Contractors are required to furnish the following details along with their Banker's authorisation letter:

a) Bank Name, b) Branch Name, c) MICR Code, d) IFSC code, e) Account type f) Account No.

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

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**10.0 Insurance:**

10.1 FACT shall arrange insurance coverage for the product transported from WI/UC till the product is unloaded into the storage tanks at the unloading points. However, it is made clear that the Contractor has to compensate FACT for any loss sustained by FACT towards damages, shortages, losses, contamination, non-delivery of products etc., for reasons that are attributable to the Contractor. FACT's decision on the above shall be final and binding on the Contractor. FACT reserves the right to realize such compensation at rates decided by FACT by appropriating from the Contractor's bills/ security deposits without prejudice to FACT's rights to claim balance amount, if any, from the Contractor. FACT shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of the obligations under the terms of the contract.

10.2 Insurance coverage for the Contractor's Barge(s), 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/tanks, 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.

11. It will be the responsibility of the Contractor to obtain at his cost all clearances/sanctions from concerned authorities and local bodies such as Port Trust, Inland waterways, 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.

12. The Contractor shall maintain his authorized representatives at Cochin Port, FACT CD & UC to receive and acknowledge instructions and documents. Orders given to the Contractor's representative shall be considered to have the same effect as if they have been given to the Contractor himself. The appointment of the authorized representative shall be notified by the Contractor and got approved by the authorised officer of FACT.



**13. Working Hours:**

The Contractor shall have to undertake transporting 24 hours a day on all days including Sundays and Holidays.

**14. Passes:**

The Contractor shall obtain photo badges/passes issued by CISF, for himself, his workers and representatives for entry inside the premises of FACT and where loading 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.

15. Allocation of the barge(s) of the contractor (s) will be decided by FACT based on the requirement of raw material by plants at CD/UC, requirement of unloading from ships without FACT incurring demurrage, storage space limitations at CD/UC, performance of the

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equipments at loading/unloading points etc. Decision of FACT in this regard will be final and binding on all the contractors.

16. In case a contractor does not place adequate Barges to meet his allotted quantity as above, FACT reserves the right to allot the shortfall quantity of such defaulting contractor to other contractor(s). In such cases, the defaulting contractor will have no claim for moving the shortfall quantity on a subsequent date. However, on a periodic basis, FACT shall review the total quantity actually transported by a contractor till that period, vis-a vis the quantity which should have been moved by him till that period based on the allocation. Based on the periodic review, if the actual quantity transported by the contractor is found to be lower than the quantity allotted to him and if the shortfall has occurred due to reasons not attributable to the contractor, FACT will consider allotting the shortfall quantity in part or full to the same contractor subsequently, if he places adequate barges for the movement. FACT's decision in this regard shall be final and binding on all the contractors.

17. 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.

18. 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.

19. The Contractor shall have required facility in the barge to communicate with other barges plying in the canal, with their office and with FACT to ensure proper co-ordination of movement.

20. **SECURITY DEPOSIT:**

The Contractor shall remit 5% of the total contract value for the period of contract as per the work order as interest free Security Deposit (SD) or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.



The EMD remitted by the Contractor can be adjusted towards SD, if so desired by him. EMD shall be returned only on remittance of requisite SD.

The SD 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 SD 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.

21. **Termination:**



FACT reserves the right to terminate the contract in part or full in the event of failure or delay on the part of the Contractor to fulfil his obligations in the execution of work as per terms of the Work Order. Evaluation of the Contractor's performance by FACT and decisions taken thereon shall be final and binding on the Contractor.

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22. In case the Contractor failed commence the work or continue to perform the contract as per the terms and conditions of the contract, FACT shall have the power to terminate the contract and make alternative arrangements to carry out the work for the remaining period at the risk and cost of the Contractor. In such case, the Contractor shall be liable for any expenses, loss or damage, which FACT may incur or sustain by reason of or in connection with the Contractor's default. FACT will also have the option to put the vendor on Enquiry Holiday for a minimum period of two years, at its discretion.
24. This contract shall be administered & executed by DGM (WI) or any other officer authorised by him.

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

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**ANNEXURE- V**

*STANDARD TERMS AND CONDITIONS OF CONTRACT*

**00. CONTENTS :**

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

**01. GENERAL:**

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

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

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

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



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

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

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

**02. SECURITY DEPOSIT :**

The Contractor shall remit 5% of the contract value as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for

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equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

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

**03. RATES:**

The rates shall be inclusive of all incidental and other charges 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/extended contract period, except for variations in the price of High Speed Diesel Oil(HSD) at Cochin. 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 bids, the company 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 High Speed Diesel Oil. 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 tonne).



Request for rate revision shall be submitted by the Contractor based on the revised retail price of HSD at Cochin and the revision if approved, shall be effective from the date of HSD price variation. The HSD price at Cochin on the date of bid opening (Techno-Commercial Part) shall be the base rate for the above purpose. In case of revisions from the date of bid opening to the date of issue of work order, work order shall be issued after adjusting the rate as per the above formula.

**04. PAYMENT:**

Payment shall be effected, on presentation of the bills to the DGM(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as 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.

**05. QUANTITY:**

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity to be transported. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the

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quantity. The Contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.

**06. CONTINUITY OF WORK :**

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

**07. RESPONSIBILITY FOR MATERIAL:**

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

**08. SECURITY & SAFETY REGULATIONS :**

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



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

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

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

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

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

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

**09. STATUTORY OBLIGATIONS**

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

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

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

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

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

**10. CONTRACTOR'S WORKMEN**

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



**11. DEFAULT:**

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

**12. TERMINATION :**

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

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

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the contract.

**13. FORCE MAJEURE:**

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

**14. ASSIGNMENT :**

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

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

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

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

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

**16. 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.



**17. 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.

**18. ENTIRETY OF CONTRACT :**

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

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MATERIALS DEPARTMENT	<b>TRANSPORTATION OF SULPHURIC ACID FROM STORAGE TANKS AT WILLINGTON ISLAND TO FACT-COCHIN DIVISION [CD] AT AMBALAMEDU AND FACT UDYOGAMANDAL COMPLEX (UC) AT UDYOGAMANDAL AND FROM FACT UC TO FACT CD BY BARGE</b>	Doc.No. MM/TS1/E21510 dtd 09.05.2020 Page 33 of 45
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**ANNEXURE – VI**

**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]-TS,  
Materials Department, FACT Ltd.,  
FACT PD Administrative Building  
Udyogamandal, Kochi-683 501



Dear Sirs,

Sub: Transportation of Sulphuric Acid by self propelled barge

Ref: Enquiry No. MM/TS1/E21510 dated 09.05.2020.

With reference to the above, we quote our lowest rates for transportation of Sulphuric acid solution by self propelled barge from FACT Acid Terminal at Cochin Port (Willington Island) to FACT-Cochin Division (CD) at Ambalamedu and FACT Udyogamandal Complex (UC) at Udyogamandal and from FACT UC to FACT CD as below:

Sl. No	Description of work	Unit	Quantity	Unit rate Quoted (in Rs.) All inclusive Rate (excluding GST) <b>Indicate "Quoted"</b>
1.	Transportation of Sulphuric acid by barge from Storage tanks at W.Island, Kochi to FACT Cochin Division (FACT-CD) at Ambalamedu	MT	1,40,000	
2.	Transportation of Sulphuric acid by barge from Storage tanks at W.Island, Kochi to FACT Udyogamandal Complex (FACT-UC) at Udyogamandal	MT	10,000	
3	Transportation of Sulphuric acid by barge from FACT Udyogamandal Complex (FACT-UC) at Udyogamandal to FACT Cochin Division (FACT-CD) at Ambalamedu	MT	50,000	

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Note: **Bidders must indicate "Quoted" for all the above items. Do not write rates in this format.**

GST shall be paid extra by FACT as per statutory notifications.

**IMPORTANT:**

Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all 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.

GST shall be extra, if applicable based on statutory notifications.

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



Name of the Bidder:

Place:

Signature of the Bidder:

Date:

Seal:



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**ANNEXURE – VII**

**PRICE BID (PART-B BID)**

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

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**Annexure - VIII**

PROFORMA OF BANK GUARANTEE IN LIEU OF 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 fulfillment of the said work order by the said Contractor.

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



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

We undertake to pay to the Company any money so demanded not withstanding 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

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the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing 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.

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

Place:

Full address of the Branch issuing this guarantee:

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**Annexure – IX**

Proforma of Agreement to be executed in Rs.500/- Non Judicial Stamp Paper

ARTICLES OF AGREEMENT made this day the,..... between THE FERTILIZERS AND CHEMICALS TRAVANCORE LIMITED(F A C T), 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 F A C T) 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 F A C T for the due performance of work as set forth in the Work Order No..... dtd ..... 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 payment to be made by F A C T mentioned in the aforesaid Work Order No.....dated..... 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 contract as if the same had been fully set out herein and F A C T 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, F A C T will pay to the Contractor at the time and in the manner set forth in the aforesaid work order and in the Annexures 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 from .....

THE SAID CONDITIONS shall be read and constructed 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 Agreement 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 conditions shall be returned to the contractor.

IN WITNESS thereof the Contractor, ..... and ..... of The FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, for and on behalf of the Company have hereunto set their hands this day and year first above written.

Name and address of the Contractor

In the presence of witness:

(with seal)

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Annexure X

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

**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**



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

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

**Section 1 - Commitments of the Principal**

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

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

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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.

### **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.

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(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.

(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.

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(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, 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.

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(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.

(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

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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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**ANNEXURE XI**

**COMPLIANCE STATEMENT**


We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/TS1/E21510 dtd. 09.05.2020 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder :

Signature of the Bidder:

Place:

Date:

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