

FACT CORPORATE MATERIALS	TRANSPORTATION OF BENZENE FROM OMPL TO FACT UDYOGAMANDAL COMPLEX [FACT UC / PETRO]	ENQUIRY. No. MM/ 181/E23622 dated 06.07.2021
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

Online bids (two part) are invited from experienced and financially sound contractors for undertaking the work of Transportation of Benzene (approx. quantity: 55,000 MT) in suitable MS/SS tanker lorries from OMPL at Mangalore to FACT Udyogamandal Complex-Petro, Udyogamandal for a period of two years, through <https://eprocure.gov.in> portal. The details of works are described in the Scope of Work (**Annexure-V**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), Standard Terms and Conditions of Contract(**Annexure-VI**) and Special Terms & Conditions of Contract(**Annexure-V**) applicable for the proposed contract.

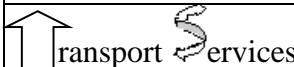

**PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS
TENDER**

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

1.0 General Information

Enquiry No.	MM/ 181/E23622 dated 06.07.2021
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	21.07.2021 / 3.00 PM
Date & Time for opening of Part A of the Bid.	22.07.2021 / 3.30 PM
Name of Work/Description	TRANSPORTATION OF BENZENE BY ROAD FROM OMPL AT MANGALORE TO FACT UDYOGAMANDAL COMPLEX-PETRO.
EMD	As per clause 7.0 of Instructions to Bidders
Security Deposit	3% of the total contract value
Period of contract	2 years from date of commencement of work as per LOI/Work order.
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr. Julian R, Tel: +91 484 256 8260, e-mail: julian@factltd.com

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

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3.0 EVALUATION OF BIDS:



- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 Bidders shall quote for all items of work in the Price Bid Format (Annexure-VIII). Bids not complying with the above will not be considered.
- 3.3 Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.
- 3.4 If there is a tie in the L1 position for the work, the tie shall be broken by obtaining revised reduced rates from the L1 bidders

4.0 SPLITTING UP OF WORK:

- 4.1 Considering the nature of work and to have flexibility in movement operations, FACT proposes to engage more than one contractor for the work as per this enquiry. The work shall be split among more than one bidder, even if the single L1 bidder is having full capacity movement requirement for the work.

25% of total order quantity shall be allocated to MSE units as per clause 8.0 of Instruction to Bidders. The lowest bidder (L1), the second lowest bidder (L2) and third lowest bidder (L3) will be awarded order in the percentage ratio of 50:30:20 of the balance quantity subject to capacity and also matching with the L1 rate. In case L2, L3, does not match with the L1 rate then L4 will be awarded order allocated for second lowest bidder subject to L4 matching with L1 rate and so on. The opportunity shall be extended to all eligible bidders who qualify the PQ criteria until 3 bidders are shortlisted for placing of orders. In case only 1 bidder apart from the L1 bidder accepts the L1 rate, those 2 bidders will be awarded order in the percentage ratio of 60:40 of the balance quantity. In case L2, L3 etc. do not match with the L1 rate, order may be given to L1 for the full quantity subject to capacity of L1.

- 4.2 The daily movement capacity of a bidder will be assessed based on the carrying capacity of the road tankers offered for the work, assuming **8 trips per month per tanker**. The average monthly peak movement requirement of **6000 MT** will be treated as the full capacity requirement for the work.
- 4.3 The splitting of the total estimated quantity of **55,000 MT** (for two years) shall be made in the ratio of monthly movement capacity of bidder(s) ascertained as above to the average monthly peak movement requirement of 6000 MT as detailed under Para 4.1 and 4.2. FACT's decision on the above shall be final and binding on the bidders.
- 4.4 In case more than one bidder becomes L1 and the total monthly movement capacities offered by the L1 bidders altogether equal or exceed the total monthly

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peak movement requirement of 6000 MT, the total estimated quantity of 55,000 MT shall be split among them in proportion of the offered monthly movement capacity of each of these bidders to the total monthly movement capacity of all the L1 bidders adjusted to the total monthly peak movement requirement of 6000 MT. In such cases, splitting in the ratio of 50:30:20 is not envisaged. FACT's decision on the above shall be final and binding on the bidders.



- 4.5 In case none of the other bidders matches the rate of the L1 bidder, FACT reserves the right to award maximum quantity to the L1 bidder which he is able to offer to meet movement requirement.
- 4.6 In case the total carrying capacity of the L1 along with L1 matched bidders does not meet the monthly peak movement requirement, then the L1 bidder will be asked to confirm whether he has additional capacity to take up the available balance peak monthly movement requirement at the same L1 rate. If so the additional quantity will be allocated to the L1 bidder. If the L1 bidder does not offer additional capacity to meet the available balance peak monthly movement in full, then the L2,L3,L4 etc., bidders in that order will be requested for their confirmation to offer additional capacity to take up the available balance quantity at the L1 rate.
- 4.7 During execution of the work, the total monthly movement requirement will be allotted in the ratio of their ordered quantity, subject to placing of tankers by each contractor. In case the contractor does not place adequate tankers to meet his allotted quantity as above, FACT reserves the right to allot the shortfall thus made to the other contractor(s) and the contractor, who does not place adequate tankers as above, will have no claim for moving the shortfall quantity made by him on a subsequent month. FACT's decision in this regard shall be final and binding on the contractors.
- 4.8 Decision of FACT on splitting order shall be final and binding on the bidders. Tendered quantity shall be split between the bidders only after considering the benefits applicable to the MSE bidders.

5.0 DISQUALIFICATION

FACT reserves the right to disqualify the bidder and to reject his bid, in case he is a defaulting contractor at FACT / other PSEs / Govt. Departments or against whom any criminal case, departmental enquiry or vigilance investigation/report is pending.

6.0 GENERAL

- 6.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 6.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.

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6.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive

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

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

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

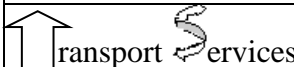

Note: In case bidders require any clarification pertaining to the tender please contact the officers at 9.0 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

6.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from Sr. Manager [Plant]-Offsite,FACT-UC/Petro i.e., SMP (OS)/Petro (Phone- 2568208) or any officer authorised by him..

6.6 For any clarification on this enquiry please contact Asst.General Manager (Materials)-T&S, [Phone- 0484- 2545196, 2568260] or Asst.Manager(Designate)-Materials,T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers and Chemicals, Travancore Limited

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

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List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor data updation (Declaration) Form	5
4	Annexure IV	Compliance Statement	1
5	Annexure V	Special Terms & Conditions of Contract	8
6	Annexure VI	Standard Terms and Conditions of Contract	6
7	Annexure VII	Un-priced copy of Price bid format	1
8	Annexure VIII	Price bid format (BoQ)	Separate Excel Sheet
9	Annexure IX	Bid Security Declaration in lieu of EMD	1
10	Annexure X	Proforma of Bank Guarantee for Security Deposit	2
11	Annexure XI	Proforma of Agreement	1
12	Annexure XII	Integrity Pact	5

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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 (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.

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<p>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</p> <p>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.</p> <p>5.0 Bid documents shall consist of Part-A and Part B as detailed below:</p> <p>5.1 <u>Part A (Pre-qualification-cum-Techno Commercial Bid) shall contain:</u></p> <ol style="list-style-type: none"> 1. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof. 2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. 3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions. 4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form' 5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list. 6. Scanned copy of Signed & duly filled 'Compliance Statement' 7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. <u>Rates shall not be indicated in Un-priced Bid.</u> <p>5.2 <u>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.</u></p> <p>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.</p> <p>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.</p> <p>5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).</p> <p>5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.</p> <p>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</p>		
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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 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyog Aadhar Memorandum number by the vendors on CPP Portal) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.

7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM

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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 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:

- 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**

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withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the Contractor.

13.0 PURCHASER'S RIGHT:



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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.

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2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted

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

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

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

The supplier/contractor shall do the following:

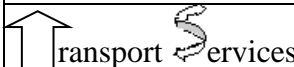

- a) Submit GST compliant tax invoice to FACT along with supply.
 - b) Shall ensure uploading the above invoice as per statute &
 - c) File monthly returns in time enabling FACT to claim the input tax credit.
- GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such

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changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.

- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre Qualification criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II

Pre-Qualification Criteria for bidders

Pre-qualification Criteria to be met by the bidders:

1. Bidder must own / have control from the date of opening of Part A (Pre-qualification cum Techno-Commercial bid) till the expiry of the contract period, not less than **TEN** (10) numbers tanker lorries with carrying capacity of not less than **15MT**, that are suitable for transporting Benzene with sufficient proof of ownership/lease. The tanker lorries shall be not more than 15 years old as on the date of opening of Part A and shall have all required valid statutory licences including the licence from Chief Controller of Explosives(CCE).

Documentary evidence in support of the above such as lease agreements (for leased vehicles), Copies of Registration Certificate, Permit, Insurance, Fitness, Explosives License etc., shall be furnished along with Part-A Bid. In case of lease, lease agreement in original on Rs.200/- stamp paper shall be enclosed with Part-A Bid.

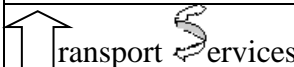

2. Bidder shall have experience in transporting 2500 MT liquid cargo such as acids, chemicals, petrochemicals, petroleum products etc., in tanker lorries during any one of the past five years as on the date of tender.

Documentary evidence in support of the above such as copies of i) Work orders supported by corresponding ii) Experience certificate and iii) Performance certificates etc., from organization 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. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry.

3. 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 co-ordinate day-to-day activities with FACT.
4. Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) for a minimum of **Rs. 29.00 lakhs** from a Nationalised/ Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.

Bidders not meeting the above pre-qualification criteria will not be considered.

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

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ANNEXURE-III

VENDOR DATA UPDATION (DECLARATION) FORM
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give the full details required as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in rejection of the bid/disqualification of the bidder.

1. Name of the Bidder:

2. Address of the Bidder:

Telephone No.
Fax No.
E-mail ID

3. Address of Cochin Office :

Telephone No.
Fax No.
E-mail ID

4. Name of Contact Person at Cochin Office:
with whom FACT may correspond

Telephone No.
Fax No.

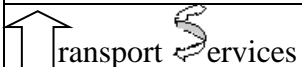

5. Name of the person authorised to :
sign the Bid and related documents

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

7. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company

8. Name and address of proprietor 1.
/Partners/Directors 2.
3.

9. Category:
i) * Whether the entrepreneur comes under Micro / Small / medium
the following status (please tick):

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*** In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.**

ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. (please tick) : SC / ST

iii) Enclose copy of the MSME/NSIC Registration Certificate.

10. Name / address of the Bank with which bidder has dealings.

11. Financial Worthiness

i) Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings

ii) Details of credit limits/ facilities enjoyed.



(Please submit Certificate from the Bank)

S.No.	Name of the Bank	Type of credit (i.e. C/C, O/D etc.)	Amount of Credit Limit Sanctioned Rs.
1			
2			

(Certificate from Bank regarding working capital mobilisation to be enclosed.)

12. 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 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	

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13. Details of Audited Profit & Loss Account for preceding three years:

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss(Rs.)
1	2017-18		
2	2018-19		
3	2019-20		

(Copies of audited Profit & Loss Account for the above periods to be enclosed)

14. Details of Audited Balance Sheet of the firm for preceding three years:

S.No.	Year	Total Capital employed (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2017-18				
2	2018-19				
3	2019-20				

(Copies of audited Balance Sheets for the above periods to be enclosed).

16. Details of previous experience in transporting not less than 2500 MT of liquid cargo such as Acids, chemicals, petrochemicals, petroleum products etc. by road during any one of the preceding five years as on the date of tender as required under Clause 2 of PQ criteria:



Name of Client	Work Order No. & Date	Item Transported	Specify Contract period and Quantity transported in MT for each year

Note: Copies of Work order supported by corresponding experience and Performance certificates etc., from the clients indicated above, shall be furnished.

17. Details of tankers owned / under control with Reg.Nos., Model and capacity (Copy of relevant documents to be enclosed. Originals shall be submitted at the time of tender opening for verification, if required).

(i) **Owned in the name of Proprietor / Company/ Partners:**

S.No.	Reg. No. and date of Tanker Lorries fitted with MS or SS tank	Model	Material of tank	Approved carrying capacity of the tank (MT)
1				
2				

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3				
4				
5				
6				
7				
8				
9				
10				

(ii) **Taken on Lease and offered for FACT's work**

S.No.	Reg.No. and Date of Tanker Lorries fitted with MS or SS tank	Model	Material of tank	Approved carrying Capacity of the tank (MT)
1				
2				
3				
4				
(Copy of relevant documents in respect of all the vehicles indicated above shall be furnished as detailed un				
5				
6				
7				
8				
9				
10				

18.1 Own facilities available for repair of tanker lorries:

18.2 No. of Office staff :

18.3 No. of skilled workers :



18.4 No. of unskilled workers :

19.1 Have you ever been blacklisted by Government:
Department, Public Sector, Quasi Government
Undertaking

19.2 Any criminal cases pending against you / firm : **YES/NO**

20. **Quantity (MT)** per month of Benzene offered to be transported for FACT assuming 8 trips per tanker per month (computed based on total carrying capacity of all tankers offered for the work) during the contract period indicated:

..... **MT/month**

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21. **Time required for commencement of work** : **days**
from date of our Letter of Intent(LOI)/Work Order

22. Following documents shall be enclosed:

1. Copy of "Permanent Account Number" (PAN) Card, if any.
2. Copy of GST Registration Certificate.
3. Copy of document for proof of constitution of your firm
4. Copies of the R. C. Book , Insurance Certificate, permit , fitness certificate any other licence from statutory / other agencies concerned for each tanker lorry offered by the bidder to be enclosed.
5. Copy of Explosives Licence as per class A of Petroleum Act for transport of Benzene.
6. Lease Agreement in Rs.200/- Stamp Paper, from the owner's of the tanker lorries to utilise their tanker lorries for the purpose, if tanker lorries are taken on lease by the bidder to be enclosed.
7. Copies of Work order supported by corresponding experience and Performance certificates etc., from organisations served as indicated in PQC 2, shall be furnished.
8. Certificate from the Bank on credit limits / facilities / working capital mobilisation.
9. Copy of Audited Profit & Loss Account for years 2017-18, 2018-19 & 2019-20.
10. Copy of Audited Balance Sheet for years 2017-18, 2018-19 & 2019-20.
11. Solvency Certificate as per Pre-Qualification Requirement.
12. Copy of Certificate for drivers to have successfully passed a three-day course as per the Motor vehicle Act from any of the Government recognized institutions.
13. Copy of licence from statutory and any other agency concerned to operate the tankers.
14. Integrity Pact as per NIT.

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 our offer liable for rejection/ render us liable for disqualification.



Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

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ANNEXURE- IV

COMPLIANCE STATEMENT



We state that offer is in full compliance with the documents issued against the Enquiry No: MM/ 181/E23622 dated 06.07.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Scope of Work 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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ANNEXURE – V

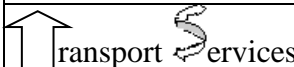

Special Terms and Conditions of Contract

1.0 Scope of Work :

- 1.1 Transportation of Benzene which is classified as Class – A product as per the Petroleum Act, to FACT Udyogamandal Complex[FACT-UC/Petro] situated at Udyogamandal in suitable MS or SS tanker lorries intended for such service with valid license issued by Chief Controller of Explosives / concerned Authority.
- 1.2 **Loading Point :** OMPL Aromatics complex situated at Mangalore Special Economic Zone, Permude, Mangalore.
- 1.3 **Unloading Point :** Petro Main Tank Farm – at FACT-UC/Petro , Udyogamandal.
- 1.4 The tankers should be complete with all safety as well as operational accessories including hoses for transfer of Benzene both at the loading point and at the unloading point. Connecting of hoses at loading point and disconnecting of hoses at unloading point are the responsibility of the contractor.
- 1.5 This contract will be administered and executed by the Senior Manager [Plant]-Offsite, FACT-UC/Petro i.e., **SMP (OS)/Petro** or any officer authorised by him. **SMP (OS)/Petro** shall be the overall authority for transportation of Benzene as per this contract.
- 1.6 The contractor shall call on SMP [Offsite]/Petro or his authorized representative to receive instructions regarding transport of Benzene to be undertaken by him and arrange to work accordingly. The Contractor shall mobilize sufficient number of tankers to meet the transport requirements of FACT on a day-to-day basis.
- 1.7 The Contractor shall arrange to collect authorization addressed to the concerned supplier for placing the tankers for loading of Benzene. The contractor shall act as the authorised person of FACT for getting the tankers filled, calibrations checked, locks and/or seals affixed, all necessary documentation completed and the product safely transported to FACT-UC/Petro, Udyogamandal through the specified/direct route without any deviation.

2.0 Quantity:

- 2.1 The estimated quantity of Benzene to be transported from OMPL, Mangalore is **55,000 MT**. The average/maximum quantity of Benzene to be moved per day will be about **150 MT / 200 MT**. The quantities as above are only approximate indications and the daily / total quantity is liable to vary either way depending on the availability of product, shipment arrivals, storage capacity available, plant requirements and performance of the loading /unloading equipments at loading and unloading points. The contractor shall be liable to carry out the work as per the actual requirement of FACT from time to time.
- 2.2 FACT reserves the right to reduce or increase the estimated 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

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Contractor, either continuity of work or any definite or minimum quantity for transportation at any time or during the contract period. 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.

3.0 Period of Contract: Two years from date of commencement as per LOI/Work order.

4.0 Capacity of Contractor:

4.1 Contractor shall own/control adequate number of suitable tankers and other resources to discharge their transport obligations to FACT as detailed in clauses 5.1 to 5.25 below.

4.2. In case the Contractor requires to deploy tankers which are not owned by him, or leased by him originally, the Contractor may do so, but the same shall be done only with prior written permission from FACT. In such cases, consent letter/ lease agreement in Rs.200/- worth Kerala Government or equivalent Stamp paper and proof of ownership and other documents shall be submitted to FACT from the lawful owners permitting the use of their tankers/equipment for transportation of Benzene for the contract period without any liability to FACT for any damage, loss that may be incurred by the owner during operations connected with the contract. Statutory obligations with regard to tankers / equipment and its drivers, operators etc., shall be complied with by the Contractor.

In case the Contractor is found to deploy any tanker not owned by him for the work and without complying with the above, the same shall be viewed seriously. In such cases, FACT reserves the right to take appropriate action against the contractor as deemed fit including pre-mature termination of the contract and arrange the work wholly or partially through other agencies at the risk and cost of the contractor.

5.0 Liability to move Benzene:



5.1 The contractor shall provide dedicated tankers, which shall not be diverted for any purposes without the consent of FACT. The contractor shall place only totally clean and suitable tankers to transport quality Benzene. Before commencing work, the contractor shall get clearance from FACT regarding satisfactory installation of security system on the tankers that would be engaged for transportation.



5.2 The Contractor or his authorized representative shall call on the SMP [OS]/Petro or his authorized representative to receive instructions regarding the transport of to be undertaken by him and arrange to work accordingly. SMP [OS]/Petro is the over-all authority for all these activities



5.3 The Tankers once cleaned and approved for transportation of quality shall not be engaged for other work without written consent from FACT.

5.4 No deviation is taken from specified/direct route from the filling point to FACT site without prior approval from FACT. Deviation without permission can lead to cancellation of contract without notice.

5.5 The Contractor shall make available the required number of tankers for daily movement of quantity required by FACT as specified by SMP [OS]/Petro (subject to the maximum number / capacity offered in his bid and as indicated in the work order, if any) on receipt of oral/written instruction from the above mentioned officers. These tankers shall be deployed to suit the

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<p>need/requirements of FACT for the movement of Benzene. In case the contractor fails to make available the number of tankers required as above, liquidated damages at Rs.50 per MT for the shortfall in the quantity shall be recovered by the bill certifying authority viz. SMP [OS]/petro from Contractor's bills or from any amounts due to the contractor subject to Clause 11 of Standard Terms and Conditions.</p>		
<p>5.6 When tankers have to be taken out of service for statutory inspection or repairs Contractor shall obtain prior permission of SMP[OS]/Petro and shall make alternative arrangements to transport Benzene without additional cost to FACT, failing which FACT shall have the right to make alternate arrangements to transport Benzene 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>5.7 The Contractor shall maintain his authorized representative at loading points 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 SMP[OS]/Petro.</p>		
<p>5.8 The Contractor shall arrange to position his tanker lorry for taking tare weight and gross weight in respect of each consignment at the weighbridges at both loading and unloading points.</p>		
<p>5.9 The Contractor at the time of accepting the consignment shall ensure that all necessary documents are collected to avoid detention at check posts / unloading points.</p>		
<p>5.10 No detention charges shall be paid by FACT for any delay at loading and unloading points.</p>		
<p>5.11 Proper locking of the security system is done at the loading point. Cost of modification / modifications of fittings if any on tanker lorries for this purpose shall be borne by the Contractor. In case the security system is tampered enroute and if there is a shortage in the quantity transported, the cost of the short delivered material shall be recovered from the Contractor. The lock shall be opened by the representatives of FACT-UC/Petro just prior to unloading the materials. Any tampering with the security system shall be viewed seriously and FACT may terminate the contract without any notice.</p>		
<p>5.12 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 Benzene till it is duly delivered at the destination points.</p>		
<p>5.13 The signing of transit documents by the Contractor's representative shall be deemed to be acknowledgement of receipt of goods on behalf of the Contractor.</p>		
<p>5.14 The Contractor shall ensure that all the tankers carrying Benzene carry copies of Transport Emergency card printed and issued by FACT/Supplier. The crew shall be well versed with the contents of the card and should be able to act as per instructions therein.</p>		
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5.15	The Contractor shall ensure that the vehicles engaged by him for transportation of Benzene have all statutory licenses including explosive license, fitness certificate etc and shall carry copies of all such licenses/certificates while transporting the material.	
5.16	The Contractor shall ensure that the vehicles engaged by him for transportation of Benzene shall carry appropriate fire extinguishers and flame arrestors on exhaust pipes.	
5.17	The contractor shall ensure that only permanent drivers possessing special valid license to transport hazardous chemicals and petroleum products class –A and who are thorough with emergency procedures shall be employed for the work. Drivers should have Certificate of having successfully passed a three-day course as per the Motor Vehicle Act from any of the Government recognized institutions.	
The contractor shall ensure that all the relevant provisions of Central Motor Vehicles Act and Rules & Kerala Motor Vehicle Rules regarding transportation of hazardous goods and petroleum products class-A are complied with.		
5.18	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/tankers.	
5.19	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.	
5.20	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 SMP [OS]/Petro over telephone or in person immediately and confirmed in writing thereafter. Tankers shall not stop anywhere enroute other than for reasons mentioned above.	
5.21	FACT shall arrange insurance coverage for the product transported. FACT shall also arrange Public Liability Insurance to meet any liability under the Public Liability Insurance Act 1991. 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 product 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 realise such compensation, at rates decided by FACT, by appropriating from the Contractor's bills/Security Deposit without prejudice to FACT's right 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.	
5.22	Insurance coverage of the Contractor's vehicles, 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 tankers, his personnel and also for liabilities on account of 3 rd party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract.	
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5.23 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. 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.

5.24 During execution of the work, the total daily movement requirement will be allotted in the ratio of their ordered quantity, subject to placing of tankers by each contractor. In case the contractor does not place adequate tankers to meet his allotted quantity as above, FACT reserves the right to allot the shortfall thus made to the other contractor(s) and the contractor, who does not place adequate tankers 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.

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



6. Trans-shipment shall not be permitted. In extraordinary cases where transshipment is a must, prior written consent shall be obtained from FACT.

7. Quantity Assessment :

Quantity received as per FACT –UC/Petro Weigh Bridge shall be reckoned for payment for the work done. Weigh bridge allowance and evaporation loss up to a maximum of minus 0.50% (-0.50%) on truck to truck basis shall be allowed on the loaded quantity, provided the security system on the tankers are in tact. No allowance shall be applicable if the security system is found tampered with while reporting at FACT. Quantity allowance shall also not be applicable, if tankers without the security system are utilized. If opening of the system becomes essential on account of checking by Sales tax authorities, proper endorsement shall be furnished, based on which quantity allowance shall be considered. If the actual loss in transit exceeds 0.50 % of loaded quantity, value of material (as decided by FACT for the entire shortage quantity) plus 15% financial charges shall be recovered from the transporter from his bills or security deposit, as applicable.

8. Settlement of Bills

Transportation charges shall be paid only for the quantity of Benzene unloaded at FACT-UC/Petro, as recorded by SMP (OS)/Petro or his authorised nominee, subject to clause 7 above.

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Payment will be made for the bills duly certified by SMP (OS)/Petro or his authorised nominee after deducting liquidated damages for short fall in movement quantity for reasons attributable to the Contractor and any other amount due from the Contractor. Bills, which are complete in all respects, shall be submitted once in a fortnight and payment shall normally be made within two weeks after submission, subject to compliance with terms & conditions of the order.

9. No revision of rates shall be allowed during the period of contract except as provided for in Clause No. 3 of Annexure VI (Standard Terms and Conditions of Contract).
10. For the purposes of calculation of variation in rates as per Clause No. 3 of Annexure-IV (Standard Terms & Conditions), the HSD price at Cochin on the date of Part-A bid opening shall be the base rate and distance for one way (from the place of loading to place of unloading) is as follows:
- a) From OMPL, Mangalore to FACT – UC/Petro - Approx 450 Kms

11. Working Hours:

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

The present loading time at OMPL is between 06:00 hours – 22:00 hours on all days including Sundays and holidays.



12. Security Deposit:-

The Contractor shall remit 3% 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 (If applicable) 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.

In case the Contractor fails to submit Security Deposit and execute the required Agreement or fail to commence the execution of the work on the stipulated date, the EMD (if applicable) furnished shall be liable to be forfeited without prejudice to FACT's right to claim damages.

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13. **Passes:**

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

14. 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.

15. FACT reserves the right to suspend or terminate the contract partially or wholly at any date during the validity period of the contract.

16. 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.

17. **Termination:**



If the Contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be, or if in the opinion of the company if the Contractor fails to fulfil his obligations in the execution of the work to the company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements. Evaluation of the Contractor's performance by FACT and decisions taken thereon shall be final and binding on the Contractor.

18. Giving or requesting any type of illegal gratification to/from any person / agency inside or outside FACT premises will be viewed very seriously and FACT reserves the right to take suitable action against the Contractor indulging in such practices, including termination of contract without notice, and the remaining work in such cases will be arranged by FACT through other parties at the contractor's risk and cost.

19. The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT.

20. Strike etc. by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.

21. The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes and expenses arising out of or in



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connection with carrying out of the work covered by the contract with respect to the equipments/crew deployed by the contractor for the work as per this contract.

22. It is to be understood that FACT shall not provide any other services except as specifically defined. Contractor shall render all other services/carry out all incidental works whether mentioned herein or not, for executing the contract to the satisfaction of FACT.

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

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Annexure-VI

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:
14. ASSIGNMENT:
15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES:
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.

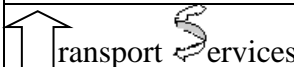

The Contractor shall return to FACT the duplicate copy of the work order with terms and conditions duly acknowledged and signed in confirmation of having accepted the order as per terms and conditions mentioned.

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

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

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

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

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02. SECURITY DEPOSIT:

The Contractor shall remit 3% of the annual Contract value for two years as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

The EMD if any 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:

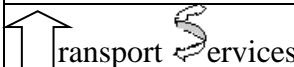

The rates shall be inclusive of all incidental and other charges which may have to be incurred by the Contractor in execution of the work as per this contract.

The rates shall be firm for the period of contract. However, during this period increase / decrease in the transport rates shall be applicable if the price of High Speed Diesel (HSD) oil is increased/decreased. The revision formula applicable shall be at the rate of 1.75 paise per MT per KM for 1 Rupee per Litre increase or decrease in price of HSD oil calculated for one-way distance. The revision in the contracted 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 0.875 paise per MT /KM calculated for one-way distance. Diesel price variation shall be averaged (Simple) for the completed billing period and revised rates shall be applicable for that completed billing cycle.

The HSD price at Cochin on the date of bid opening (Techno-Commercial Part) shall be the base rate for the above purpose.

04. PAYMENT:

Payment shall be effected, on presentation of the bills to the Dy. General Manager (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. TDS @ 2% will be deducted on payment made to the supplier of taxable goods or services as per statute in force.

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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 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 :

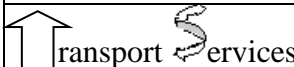

The Contractor shall strictly observe the Security and Safety Regulations of FACT/OMPL. Any loss or damage incurred by FACT/OMPL, on account of the neglect or failure of the Contractor or the Contractor's employees, representatives including the crew of the vehicles/tankers to observe the security and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

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

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

09. STATUTORY OBLIGATIONS

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:

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

12. TERMINATION:

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

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision 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 arises out of or relating to or in connection with this contract, between the contractor and the owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

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

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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. 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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ANNEXURE – VII

UN-PRICED COPY OF PRICE BID

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

From

To

AGM ,MATERIALS-T&S
CORPORATE MATERIALS DEPT,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL - 683 501

Dear Sir,

Sub: Transportation of Benzene by Road from OMPL, Mangalore to FACT Udyogamandal Complex (Petro), Udyogamandal.

Ref: Enquiry No. MM/181/ E23622 dated 06.07.2021

With reference to the above enquiry, we quote our lowest rate for transportation as follows:

S. N o	Description	Estimated quantity for two years (in MT)	Indicate Quoted “Do not quote rate in this in column”.
1	Transportation of Benzene from OMPL at Mangalore to Petro Main tank farm of FACT Udyogamandal Complex.	55,000	

GST shall be extra as applicable based on statutory notifications.

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



Signature of the Bidder

Date:

Place:

Name of the Bidder

(Seal)



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ANNEXURE – VIII

PRICE BID (PART-B)

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-IX

Bid-Security Declaration

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

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

I/We , irrevocably declare as under:

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

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



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

Signature:

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

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

Dated on _____ day of _____ month, _____ year.

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ANNEXURE-X

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON
STAMP PAPER WORTH Rs.500/-)**

To

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

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Contractor) for the work ofand whereas it is one of the conditions of the said work order that the Contractor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due fulfilment of the said work order by the said Contractor.

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



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

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under 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 taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said

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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 ofTwo thousand and Twenty One.

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

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-XI

AGREEMENT

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

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

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

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

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

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

IN WITNESS thereof the Contractor, M/s.... and The Sr. Manager Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

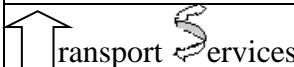

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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ANNEXURE -XII

INTEGRITY PACT

(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).

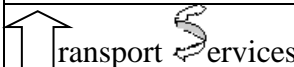

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

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.
- 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

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Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

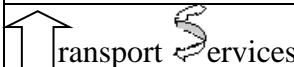

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 - Compensation for Damages

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(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 - Previous Transgression

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

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

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

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

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

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



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

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

Section 8 - Independent External Monitor/Monitors

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

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

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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.

(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

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(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 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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