

FACT
CORPORATE
MATERIALS.

**TRANSPORTATION OF BAGGED FERTILISERS FROM
TUTICORIN PORT BY ROAD**

TENDER NO.
MM/181/E22966 DTD
12.02.2021

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,
CORPORATE MATERIALS,
FACT PD-ADMINISTRATION BUILDING
UDYOGAMANDAL, KOCHI- 683 501 (KERALA)
Tel: (0484)-256 8273/8260, 2545196
E-mail: julian@factltd.com, aneeshya@factltd.com
Website: <http://www.fact.co.in>

E-Tender for Transportation of Bagged Fertilizers from Tuticorin Port by Road
[ENQUIRY NO: MM/181/E22966 DATED 12.02.2021]

e-Tenders [online bidding (two part)] are invited from financially sound and experienced transport contractors for undertaking the work of transportation of Bagged Fertilisers (50 Kg bags) from Tuticorin Port by Road for **2 years** through <https://eprocure.gov.in> portal.. Estimated quantity : **92,600 MT.**

Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/time for submission of bids is **27.02.2021 / 3.00 P.M.**

sd/-

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

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CHKD. BY:

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TRAVANCORE LIMITED**



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NOTICE INVITING e-TENDERS

The Fertilisers and Chemicals Travancore Ltd (FACT), invites online bids (two part) from financially sound and experienced transport contractors meeting the pre qualifications specified below for transportation of bagged fertilizers (50 Kg bags) in trucks/lorries placed by the contractor from godowns at Tuticorin Port premises to Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ Private or State or Central Warehouses/ Dealer Points situated within a distance upto 700 Kilometers in different distance slabs for a period of two years from the date of issue of LOI or work order, whichever is earlier.

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



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

1.0 General Information

Enquiry No.	MM/181/E22966 Dated 12.02.2021
Mode of Tendering	Two Part Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	27.02.2021 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	01.03.2021 / 11.00 A.M.
Name of Work/Description	For transportation of bagged fertilizers (50 Kg bags) in trucks/lorries placed by the contractor from godowns at Tuticorin Port premises to Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ Private or State or Central Warehouses/ Dealer Points situated within a distance upto 700 Kilometers in different distance slabs as per attachments thereto and other terms and conditions.
Contacts	e-Tender Helpline: 1) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Julian R, Tel: +91 484 256 8260/2545196, e-mail: julian@factltd.com For technical matters contact 3) Mr. Ajino Anandh, Tel : +91 484-2568374 Mobile: 9497334230 email: ajinoanandh@gmail.com

2.0 TENDER DOCUMENTS (e-TENDER)

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

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'Instructions to Bidders (e-Tender)'.

3.0 GENERAL

- 3.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 3.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 3.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 3.4 Partnership firms having common partners will be treated as one Bidder. When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 3.5 FACT's authorized Fertiliser Dealer, Private Warehousing Contractor and the Rail Head Clearing and Handling Contractor, who are operating at any destination for transportation covered under this enquiry, shall not be permitted to work as our transport contractor from Tuticorin Port to that destination. Also, FACT's authorized Dealer/ Private Warehousing Contractor/RH clearing and handling Contractor/Stevedoring and handling contractor, who are operating at Tuticorin, shall not be permitted to work as our transport contractor for this work. Also see Clauses below:

If a Dealer/Private Warehousing Contractor/RH clearing and handling Contractor/Stevedoring & Handling Contractor as above, is found suitable as a transport contractor for bagged fertilizers from Tuticorin Port to any destination, the bidder will be permitted to have only one of the following businesses (a) Dealership of FACT at the respective destination/Tuticorin (b) Private Warehousing contract at the respective destination/Tuticorin (c) Rail Head clearing and handling contract at the respective destination/Tuticorin (d) Stevedoring & Handling Contract at Tuticorin (e) Transportation contract to the respective destination. The choice of business will lie with FACT.

If a bidder is found suitable as a Transportation Contractor from Tuticorin Port, all the issues shall be settled before termination/suspension of other businesses as mentioned above.

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If the facts of such common business are established at a later stage, all such contract/ contracts are liable to be terminated."

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

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

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 3.7 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

- 3.7 Any further information, if required by the bidders, can be had from DGM(Logistics)-Marketing Head Office ,Phone: 0484-2546793/7679

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

4.0 EVALUATION OF BIDS

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

- 4.2 Bidders shall quote for all items of work in the Price Bid Format (BOQ-Annexure-VIII). Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all items of work quoted by the bidder in the Price Bid Format. The combined total value as above shall be computed based on the rates quoted by the Bidder against each item and the corresponding quantities indicated. The work order issued shall contain all items of work.

- 4.3 If there is a tie in the L1 position, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders.

- 5.0 Any tender i) Which varies from our terms & conditions or stipulates counter conditions, OR ii) Which fails to provide required information or is otherwise incomplete, OR iii) Which is received from a Registered Fertilizer dealer or their partners or persons having implicit or explicit relations with the dealer or employee of FACT is liable to be rejected.

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6.0 The acceptance of tender will rest with the company, which does not bind itself to accept the lowest tender and reserves to itself the right:

- i) To reject any or all tenders.
- ii) To finalize the contract based on revised lower rates to be obtained from the L1 bidders in case more than one bidder becomes L1 to any destination.
- iii) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- iv) To negotiate with one or more tenderers for revision of rates downwards if FACT feels that rates so received are not appropriate.
- v) To reject the tender on the basis of unsatisfactory performance of the tenderer in previous transport contracts with FACT or any other PSEs or Government Departments.
- vi) To reject the tender of any black listed transporters due to unsatisfactory performance, forfeiture of EMD or due to any other reasons.
- vii) The financial or business association with FACT fertilizer dealer OR with FACT employee is liable for disqualification.
- viii) When tenders are received pursuant to issue of Un-priced and Price bids, from any proprietorship/firm/ companies having the same proprietor or one or more Partners/ Directors in the business organization of any other party (herein after called Common firms), such tenders shall be considered as having been received from only one applicant in different names and the lowest acceptable quotation of such common firm shall be considered for evaluation.
- ix) When tenders are received from any proprietorship/ firms/ companies, having one or more common business facilities such as Telephone, fax, emblem, address etc, such tenders shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered from the suitable parties.
- x) 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.

7.0 A declaration is being obtained from the bidder with respect to proprietor or one or more partners having financial interest or sharing of common business facilities with registered Fertilizer Dealer of FACT. The bidder in such case will be permitted to have one of the following businesses a) Transport contractors b) Dealership. If the bidder is suitable as a transport contractor, all the issues need to be settled before termination/suspension of other businesses as mentioned above. If the facts of such common business is established at a later stage, all such contract/ contracts are liable to be

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terminated.

8.0 Declaration of Tenderer's relation with FACT Employees:

Should a tenderer or contractor or in the case of firm or Company , one or more of its partners or directors has a relationship with an employee of FACT in the capacity of junior Officer and above, the authority inviting tender shall be informed of the fact at the time of submission of the tender, failing which the Company may at its sole discretion, reject the tender or rescind the contract.

9.0 If any information given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.

10.0 Contract with FACT, does not indicate certification of financial soundness or professional competency of the contractor and FACT will neither be responsible for any third party nor to the contractor.

11.0 Contract with FACT cannot be assessed for goodwill of the Contractor and FACT is not liable in any way for that or for the damages whatsoever arising out of termination of contract with FACT.

12.0 FACT in whatsoever manner will neither issue any certificate regarding suitability of contractor nor assert any communication from third party to that effect.

13.0 When tenders are received from any Proprietorship / firms/ companies, having one or more common Business facilities such as Telephone, fax, emblem, address etc., shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered from the suitable parties.

14.0 At the time of submission of tender, the Contractor shall submit a declaration stating whether the Proprietor, Director, Partner, as applicable, of his firm is having any relations with any Proprietor/ Director/Partner of any registered fertilizer dealership firm of FACT fertilizers. Also, in case, during the validity of contract such relationship is established subsequently, FACT will have to be informed of the same and contract will be liable for termination with immediate effect.

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

ASST. GEN. MANAGER MATERIALS (T&S)

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List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation Form	9
4	Annexure IV	Special Terms & Conditions of Contract	15
5	Annexure V	Standard Terms & Conditions of Contract	6
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Unpriced copy of Price bid format	2
8	Annexure VIII	Price bid format (BoQ in system)	1
9	Annexure IX	Bid Security Declaration	1
10	Annexure X	Proforma of Bank Guarantee for Security Deposit	2
11	Annexure XI	Proforma of Agreement	1
12	Annexure XII	Integrity Pact	5

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ANNEXURE: I

INSTRUCTIONS TO BIDDERS

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :
The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala
- 4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.**

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

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



1. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid" indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

5.2 **Part-B: shall comprise of the filled Price bid. The filled price bid ie. BoQ attached to the tender shall be uploaded after filling all relevant details such as name and address of the bidder, rates etc. as applicable.**

- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or

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before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.

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

7.0 EARNEST MONEY:

- 7.1 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 numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

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

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

This tender is non divisible.

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9.0 DEVIATIONS:

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

10.0 CONFORMITY:

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

11.0 Rates:

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

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

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

12.0 SECURITY DEPOSIT:

- 14.1 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.

- 14.2 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

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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.
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

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return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

16.0 GENERAL:

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

16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.

16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.

16.4 FACT may relax condition of prior turnover and prior experience (if specified in the tender) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the tender) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Corporate 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.

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17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE- II

Pre-qualification Criteria to be met by the Bidders.
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- 1.0 Bidder should have experience in transportation of not less than **5000 MT** of bagged materials like fertilizers, sugar, food grains, cement etc., in trucks/lorries, for any organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts./Pvt. Ltd. companies, which do their work mainly through public contracts, during any one of the preceding five years as on the date of tender. Documentary evidence in support of the above, including copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Performance certificate (enclose all three against each work) from Organizations served shall be enclosed along with Part A bid
- 2.0 Bidder shall furnish a Solvency Certificate (original) for a minimum of **Rs.40.00 lakhs** from a Nationalised/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after the date of enquiry.
- 3.0 Bidder must own/control from the date of opening of Part-A Bid (i.e. Pre-qualification cum Techno-commercial Bid) till the expiry of the contract period, not less than 5 (Five) Trucks/Lorries (less than 15 years old) with minimum **9 MT** carrying capacity either in the name of the proprietor, partner(s) or in the name of the firm, with sufficient proof of ownership/lease. Bidder shall submit documentary evidence in support of the above, including copies of i) Registration Certificate, ii) Insurance certificate, iii) Permit, iv) Fitness certificate etc along with Part A bid. In case of lease, Lease agreement in original on Rs. 200/- stamp paper shall also be submitted with Part-A Bid.
- 4.0 Bidder must have an office with telephone facility in Tuticorin/ 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.

Bidders not fulfilling 1.0 to 4.0 above will not be considered.

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

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

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ANNEXURE: III

[Tender No. MM/181/E22966 dated 12.02.2021]

Vendor Data Updation Form

[PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT]

(FACT reserves the right to verify the information given as per this format and enclosures. It is the responsibility of the bidder to give the full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification. Please read instructions/ terms & conditions given herewith carefully. Strike off whichever is not applicable.)

I - GENERAL

1. Name of the Bidder:
2. Address:
3. Office Telephone No:
4. E-Mail id:
5. Name, address and designation of the Key person with whom Company may correspond.
Name:
Address:
Designation:
Mobile No:
6. Constitution of the Firm (Please tick):
Proprietorship / Partnership / Pvt Ltd. Co / Pub. Ltd. Co./Co-operative
(Enclose certified copies of documents i.e. Partnership deed/ Articles of Association/
Memorandum of Association/ Bye-laws, Certificate of Registration etc as applicable)-
7. Year of establishment:
8. Name and address of proprietor /Partners/Directors
1.
2.
3.

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9. Category:

i) Whether the entrepreneur comes under the following status (please tick)

Micro / Small / medium.

(In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal ; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.)

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

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

10. Details of person who shall co-ordinate with FACT at Tuticorin for execution of the contract:

Name:

Address:

.....

.....

Phone No (office):

Phone No (residence):

Mobile Phone No.:

Fax no:

E-Mail id:

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

12. Name & designation:
of Authorised signatory
(Enclose Authorisation Letter/Document)

II INFRASTRUCTURE

1. Total number of persons employed: -----

2. No. of branch offices: -----

(Please enclose separate sheet giving details of address,
Telephone No. Fax No.etc) -

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III TECHNICAL EXPERTISE

1) WORK EXPERIENCE OF BIDDER:

Bidder shall have work experience as specified in Clause 1.0 of Pre Qualification Criteria in Annexure II during any one the preceding five years as on the date of tender.

Sl. No.	Name of the Client served	Contract Period	Product handled	Volume In MT	Value of Contract Executed (Rs.)
1					
2					
3					
4					
5					
6					

(Signature & Seal)

(Proprietor / Authorised Signatory)

Note: Documentary evidence in support of the above including copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Performance certificate (enclose all three against each work) from Organizations served shall be enclosed along with Part A bid

- 2) Details of truck/lorry owned / under control (See Clause 3.0 of PQ Criteria-Annexure II) with Reg. Nos., year of manufacture and capacity, the Bidder proposes to deploy for FACT's transportation work as per this enquiry -
Owned in the name of Proprietor / Company / Partners or leased

Sl. No.	Type of Vehicle / Equipment	Whether own or leased	Year of manufacture with date of registration	Approved carrying capacity in MT

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Copies of i) Registration Certificate, ii) Insurance certificate, iii) Permit, iv) Fitness certificate etc to be attached along with Part A bid. In case of lease, Lease agreement in original on Rs. 500/- stamp paper shall also be submitted with Part-A Bid. (Please see Clause 3.0 of PQ Criteria-Annexure II)

- 3) Bidder shall furnish a Solvency Certificate (original) for a minimum of **Rs.40.00 lakhs** from a Nationalised/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after the date of enquiry.
4. Whether your firm/company is blacklisted by FACT or any other Public Sector / Govt/ Quasi-Govt. Organisation / any other Client: **Yes / No**
5. Whether your contract was terminated before expiry of Contract Period or Security Deposit / E.M.D. forfeited by FACT OR any other Public Sector / Govt./ Quasi-Govt. Organisation / any other Client **Yes / No**
6. Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any Judicial Court for any criminal breach of trust **Yes / No**
- NOTE:
- (i) The blacklisted parties by FACT or Govt./Quasi Govt. Organisation are liable for disqualification. FACT decision will be final in this regard.
- (ii) The parties whose EMD is forfeited by FACT are also liable for disqualification.
- (iii) FACT reserves the right not to consider parties having any dispute with FACT in order to protect its interest.
7. **Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT. (Max. 2 days)** : Days:

IV DETAILS OF ASSOCIATE / SISTER CONCERNS

a) Name & Address:

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b) Activities engaged in by Associate/ Sister Concern:

c) Names, Addresses & Telephone Nos. of Proprietors / Directors/ Partners of Sister concern (attach separate list if required).

V FINANCIAL WORTHINESS

1. Name of Bankers, Addresses & Tel. Nos :-----

2. Details of credit limits/ facilities enjoyed.
(Please give 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			
3			

3. 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.(Attach copy of PAN card)	
2	GST Registration No. (Attach GST Reg certificate)	
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	

4. Valid registration with Labour/PF/ESI Depts – Attach copy

5. Details of Profit & Loss Account:

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss(Rs.)
1	2016-17		
2	2017-18		

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Name of the Firm:

(Signature & Seal)
(Proprietor / Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.1 of Notice Inviting Tender with respect to the above.

VII. **Declaration about relationship with Employee of FACT**

I/ We hereby solemnly declare that the proprietor / one or more Partners /Directors of this firm/ company **has relationship / has no relationship** (Strike off whichever is not applicable) with any employee of FACT.

In case of relationship, please indicate below the details of employee in FACT:

(Signature & Seal)
(Proprietor/Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.5 of Notice Inviting Tender with respect to the above.

VIII. **Declaration about relationship with authorized Fertilizer Dealer of FACT.**

I/ We hereby solemnly declare that the proprietor / one or more Partner / Director of this firm/ company is **common / not common** (Strike off whichever is not applicable) with any other firm who is the authorized Fertiliser Dealer of FACT at any location.

If common, name of the firm:

Please indicate below the details of dealership with FACT/locations:

(Signature & Seal)
(Proprietor/Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.5 of Notice Inviting Tender with respect to the above.

IX. **Declaration about whether the applicant is FACT's authorized Private Warehousing contractor at any location:**

I / We hereby solemnly declare that the proprietor/ one or more Partner / Director of

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this firm / company is **common / not common** (Strike off whichever is not applicable) with any other firm who is the Private Warehousing Contractor of FACT at any location.

If common, Name of firm:

Please specify the locations below, where the firm has Warehousing contract with FACT:

(Signature & Seal)
(Proprietor/Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.5 of Notice Inviting Tender with respect to the above.

X. **Declaration whether the Bidder is FACT's authorised Rail Head Clearing and Handling Contractor:**

I/ We hereby solemnly declare that the proprietor, one or more Partner/ Director of this firm/ company is **common/ not common** (Strike off whichever is not applicable) with any other firm who is FACT's Rail Head Clearing and Handling Contractor at any Rail Head.

If common, Name of firm:

Specify the name of Rail Head location(s) below, where the firm has RH clearing and handling work:

(Signature & Seal)
(Proprietor/Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.5 of Notice Inviting Tender with respect to above.

XI **Declaration whether the Bidder is FACT's authorised Stevedoring & handling Contractor:**

I/ We hereby solemnly declare that the proprietor, one or more Partner/ Director of this firm/ company is **common / not common** (Strike off whichever is not applicable) with any other firm who is the FACT's authorised Stevedoring & handling Contractor at any location:

If common, Name of firm:

Details of work as above the other firm has with FACT, shall be indicated below:

(Signature & Seal)
(Proprietor/Authorized Signatory)

Note: The Bidder is advised to read Clause No. 3.5 of Notice Inviting Tender with respect to the above.

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XII Following documents to be enclosed along with Part-A Bid:

1. Copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Performance certificate (enclose all three against each work) from Organizations served as required under clause 1.0 of PQ Criteria
2. Copies of R.C. Book, Insurance Certificate , permit , fitness certificate etc. for the truck/lorry owned/leased. In the case of lease, lease agreement in original on Rs.200/- stamp paper shall also be submitted with Part A bid.
3. Solvency Certificate (original) for a minimum of **Rs.40.00 lakhs** from a Nationalised/Scheduled Bank as per clause 2.0 of PQ Criteria.
4. Copies of Audited Balance sheets and Profit & Loss Accounts for the preceding three financial years.
5. Copy of "Permanent Account Number" (PAN) Card.
6. Copy of GST registration certificate..
7. Copy of Partnership deed/ Articles of Association/ Memorandum of Association/ Bye-laws, Certificate of Registration etc., as applicable.

Declaration by the Bidder

I/We certify that all information furnished by Me / Us in the Vendor Data Updation Form (Annexure-III) is correct and true. In the event that the information given is found to be incorrect /untrue, FACT reserves the right to disqualify me / us or terminate our contract without giving any notice or reason thereof.



I/We also confirm that we have read and understood all the conditions stated in your Notice Inviting Tender, Instructions to Bidders and Terms and Conditions and hereby confirm our acceptance of the same.

I/We also undertake that in case of award of contract, I/We shall deploy sufficient number of trucks/lorries to meet FACT's transport requirement of bagged fertilizers from FACT's go-down at Tuticorin Port to the destinations awarded to me. I/We shall also deploy a responsible person with proper communication/office facility at Tuticorin for ensuring effective co-ordination of work with FACT officers during the contract period.

Place: (Signature & Seal)

Date: (Authorised Signatory)

(Note: The Bidder shall sign and affix seal on all the pages of the Documents furnished as above).

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ANNEXURE: IV

[ENQUIRY NO: MM/181/E22966 DTD 12.02.2021]

Special Terms and Conditions of Contract

1. **Definitions:**

FACT shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi - 683501 and its operating Divisions at Udyogamandal and Ambalamedu (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).

"Contractor" shall mean the individual / firm / company, who has been awarded the Work Order (Contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

Zonal Manager (Madurai Zone) of FACT (Phone 0452-2603260, mob-9994646193) is the officer in charge of transportation of bagged products from Tuticorin Port .

2. Any alteration in the composition or constitution of the Contractor and events like death / resignation of Partner/Director shall be notified to the Manager (Materials)-TS of FACT within 24 hours of the event. In such situations FACT reserves the right to terminate or continue the contract or to require the Contractor/survivor to produce such documents or to conform to such formalities for continuing the work, as FACT deems fit.
3. Selected contractor shall update documents from time to time such as income tax certificate etc. and forward to FACT for records.
4. Any intimation to contractors will normally be sent by Registered Post / Courier / Under Certificate of Posting at their address given in application. FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason. Contractors can also obtain intimation letter / tender documents by hand delivery through authorised representative.
5. If any information given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.
6. If Contractor's firm becomes bankrupt / insolvent / goes into liquidation / referred to BIFR, during contract period, the same must be communicated to FACT.
7. At the discretion of the company, the contractor whose part or full job has been put under risk and cost is liable for de-listing from FACT and also will not be eligible to participate in the immediate next tender for this work.
8. **Scope of Work/Quantity:** Scope of work shall be Transportation of Bagged Fertilisers MOP(I),FACTAMFOS 20-20-0-13,16:16:16,10:26:26,DAP(I)etc., (in 50 Kg

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bags) in Trucks/Lorries placed by the contractor from godowns at Tuticorin Port premises to Godown(s)/ Agricultural Service Centres(ASC)/ Stock Point Dealer (SPD)/ Agency ASC/ Private or State or Central Warehouses/ Dealer Points situated within a distance upto 700 Kilometers in different distance slabs as indicated below for a period of two years from the date of issue of LOI/Work Order whichever is earlier.

Loading of the bagged fertilisers from FACT loading point in Tuticorin Port on to the trucks/lorries is in the scope of FACT(Stevedoring agent). Unloading of stocks despatched to FACT stock points is the scope of FACT, whereas unloading of stocks despatched to dealer points is in the scope of the Dealers.

Sl. No.	Items of work (Sl.1 to 15)	Unit of Measurement (UoM)	Estimated quantity for two years
1	Road transportation of bagged fertilizers in trucks / lorries placed by the contractor from godowns at Tuticorin Port premises to Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ State or Central Warehouses/ Dealer Points situated within a distance of 25 Kilometers.	MT	1,000
2	-- do -- within a distance of above 25 Kilometers and not exceeding 50 Kilometers.	MTK	36,000
3	-- do -- within a distance of above 50 Kilometers and not exceeding 100 Kilometers.	MTK	3,28,000
4	-- do -- within a distance of above 100 Kilometers and not exceeding 150 Kilometers.	MTK	5,60,000
5	-- do -- within a distance of above 150 Kilometers and not exceeding 200 Kilometers.	MTK	9,40,000
6	-- do -- within a distance of above 200 Kilometers and not exceeding 250 Kilometers.	MTK	29,00,000

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Sl. No.	Items of work(Sl.1 to 15)	Unit of Measurement (UoM)	Estimated quantity for two years
7	-- do -- within a distance of above 250 Kilometers and not exceeding 300 Kilometers.	MTK	29,20,000
8	-- do -- within a distance of above 300 Kilometers and not exceeding 350 Kilometers.	MTK	73,50,000
9	-- do -- within a distance of above 350 Kilometers and not exceeding 400 Kilometers.	MTK	19,25,000
10	-- do -- within a distance of above 400 Kilometers and not exceeding 450 Kilometers.	MTK	44,70,000
11	-- do -- within a distance of above 450 Kilometers and not exceeding 500 Kilometers.	MTK	56,77,200
12	-- do -- within a distance of above 500 Kilometers and not exceeding 550 Kilometers.	MTK	13,12,800
13	-- do -- within a distance of above 550 Kilometers and not exceeding 600 Kilometers.	MTK	31,09,600
14	-- do -- within a distance of above 600 Kilometers and not exceeding 650 Kilometers.	MTK	12,12,000
15	-- do -- within a distance of above 650 Kilometers and not exceeding 700 Kilometers.	MTK	4,12,200

9. Transportation of bagged products shall be undertaken in lorries/ trucks only. All loaded trucks/lorries shall be covered with suitable Tarpaulins, irrespective of weather conditions. The bagged products are to be handled with due care and caution without using hooks etc.

10. Delivery of bagged products:

Bagged products entrusted with the contractor shall be transported to the destinations as expeditiously as possible but in any case within the maximum transit period mentioned below.

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1. Destinations situated up to a distance of 200 kms from Tuticorin Port – 2 days.
2. Destinations situated between 201 kms and 400 kms from Tuticorin Port – 3 days
3. Destinations situated between 401 kms and 600 kms from Tuticorin Port – 5 days
4. Destinations situated beyond 601 kms from Tuticorin Port – 7 days

The above transit period is exclusive of loading days, Sundays and holidays applicable at the destination points.

The transporters shall comply with the RO requirements as per the guidelines of DoF, GOI while transporting bagged fertilisers from FACT to marketing depots.

11. In case the bagged products are held up en-route due to any break-down or accident or Force Majeure conditions, the matter shall be intimated to the Zonal Manager (Madurai Zone) (phone 0452-2603260, mob-9994646193), over telephone, by email, or by fax . In situations that are entirely beyond the control of the Contractor, the General Manager (Marketing), FACT may, at his sole discretion, extend the transit periods.
12. The contractor is bound to transport the product from godowns at Tuticorin Port premises and deliver the products to any of the Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ State or Central Warehouses/ Dealer Points specified by FACT as per the work order issued to the contractor.
- 13.1 The contractor shall obtain acknowledgements of the products delivered at the respective destinations (Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ State or Central Warehouses/ Dealer Points) from the concerned authorized personnel at the destination with office seal, signature, date and time of delivery, etc., on all the copies of Invoice / Material Despatch Advice (MDA), which are to be submitted along with transport bills while claiming payment for the work done.
- 13.2 The contractor shall be required to deploy a responsible person with communication facility at Tuticorin throughout the contract period so as to coordinate the activity with FACT's authorized officers.**
- 14 The Contractor is entirely responsible for the safe carriage and delivery of bagged fertilizers entrusted with him to the Consignee and shall compensate FACT for any shortage, damage at the time of delivery of the consignment to the consignee or non-delivery of the bagged fertilisers at rates decided by FACT. FACT reserves the right to realize such compensation by appropriating from the Contractor's bills / security deposit and/ or by foreclosing the Bank Guarantee. The Contractor shall ensure that the bagged products taken delivery by him from Tuticorin port shall be delivered at the destinations within the transit period as specified and acknowledgement obtained on the Material Despatch Advice/invoice (MDA/invoice) from the Consignee at the destination point. Payment of bills for transportation shall be effected only on submission of the duly acknowledged MDA/invoice. For any delay in delivering the bagged fertilizers beyond the permissible/ extended transit period, the Contractor shall be liable to pay compensation to FACT at double the overdraft interest rate applicable from time to time. It shall be charged on the total realisable value of the bagged fertilizers [i.e. MRP plus subsidy as applicable from time to

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time]. In case the period of delay in delivering the bagged fertilisers at destination is protracted beyond one month, due to damage, loss in transit, pilferage, etc., 150% of the total realisable value [i.e. 150% of MRP plus subsidy as applicable from time to time] and interest will be recovered from the Contractor's bills or any other dues to him. The interest charges in such case shall be calculated at double the overdraft rate on the total realisable value [i.e. MRP plus subsidy as applicable from time to time] of the bagged fertilisers not delivered for a period commencing from the date of despatch until the date of recovery. If the MDA/invoice, duly acknowledged by the Consignee at the destination or his authorised representative is not submitted by the Contractor to the Zonal Manager (Madurai Zone), FACT, within 30 days of lifting the bagged fertilizers, 150% of the total realisable value [i.e. 150% of MRP plus subsidy as applicable from time to time] of the material with applicable interest as above shall be recovered from the Contractor by deduction from his running bills or from any other amounts due to him. However, if the acknowledged MDA/invoice is submitted subsequently, the value of the material recovered from the Contractor as above shall be refunded to him for the quantity acknowledged at the destination against submission of bill with acknowledged MDA/invoice.

- 15 In case of cut and torn bags, Rs.30/- per bag shall be deducted from the transportation bills as damages in addition to the cost of the material, if ascertained that the bags are cut & torn on account of the transporter. In case of rain affected bags weight without moisture would be considered and value of material to the extent of loss would be recovered.

16 **Service of Notice of Contract:**

In case the contractor wishes to appoint an authorized representative to sign the transit documents, receive instructions, correspondences, etc. from FACT on behalf of the Contractor, he may do so, and in such case, he shall intimate the names and details of their representatives to FACT, before commencement of the work.

The Contractor or his authorized representative shall contact the Zonal Manager(Madurai Zone) at Madurai or his authorized officers every day at Tuticorin/Madurai by 9.00 A.M and collect information regarding DI (Despatch Instruction), DI balance and instructions for dispatches including priority dispatches, if any. All complaints, notice, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the event of refusal to accept any communication /notice/ complaints/ references or failure on the part of authorised agent to contact the Zonal Manager(Madurai Zone), notice of contract shall be deemed as served.

17 **Commencement of Work:**

The contractor shall commence the work as per instructions given in the Letter of Intent/Work Order. 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 execution of the work within the specified time the contract issued to him is liable to be

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cancelled without any further reference to the Contractor and alternative arrangements made at the risk and cost of the Contractor.

18 Period of Contract:

The period of Contract shall be **two years** from date of issue of Letter of Intent (LOI)/Work Order whichever is earlier.

19 Rates:

The rates shall be for transport of bagged products by Trucks/Lorries only and shall not include charges towards loading and/or unloading. Loading of bagged products at port and unloading at the destinations shall be arranged by FACT.

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 one Rupee per litre increase or decrease in price of HSD oil calculated for one-way (single) distance only. The revision in the contracted rate shall be calculated in this proportion for the variation in price of HSD oil, averaged for the applicable monthly billing cycle period.

Rate revision shall be based on the revised retail price of HSD at Tuticorin and shall be effective from the date of HSD price variation. The HSD price prevailing at Tuticorin on the date of bid opening (Part-A Bid, Pre-qualification cum Techno-Commercial Part) shall be the base rate for the above purpose. In case of revisions from the date of bid opening to the date of issue of work order, work order shall be issued after adjusting the rate as per the above formula. The distance (KM) applicable for the above shall be the lowest among the distances as per PWD/Automobile Association record or Google MAP.

20 Security Deposit:

20.1 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.

20.2 The Security Deposit shall remain at the entire disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the

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contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.

20.3 If the contractor had previously held any contract and furnished security deposit with FACT, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

20.4 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 entail forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

21 Performance / Termination of Contract:



FACT at its entire discretion may terminate the contract in part or in full after giving 15 (Fifteen) days' notice in writing to the contractor, if in its opinion the work under the contract is not being done to its satisfaction in accordance with the terms and conditions of the contract. In case of failure by the Contractor to transport the required quantity as per the DI (Despatch Instruction), FACT will also have the right to make alternate arrangements by road or rail or both rail cum road to transport the bagged fertilizers at the risk and cost of the Contractor with or without cancellation of the contract. FACT may at its sole discretion arrange such alternate arrangement to any particular destination/s from Tuticorin Port or any other destination/s by road/rail. FACT shall recover all additional costs incurred for such alternate transport arrangements from the Contractor's running bills or from any amounts due to the Contractor.

22 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.

23 In case it is found that any information furnished by the contractor is false or incorrect, FACT at its entire discretion may terminate the contract without any notice. The contract can be terminated at any time giving 15 days notice.

24 Should the contractor's preparation for the commencement of work or any portion of it, or his subsequent rate of progress be, for any cause whatsoever, go slow in the opinion of FACT (which shall be conclusive and binding on the contractor) that the contractor will be unable to complete the work or any portion thereof, as agreed upon or should he neglect to comply with any directions given to him by FACT or in any respect fail to perform the contract, FACT shall have power to declare the contract to have come to an end, in which case the contractor shall be liable for any expenses, loss or damage which FACT may incur, or sustain by reason of or in connection with the contractor's default.

25 The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous

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consent in writing from FACT, which consent FACT shall be entitled to withhold without assigning any reason or ground. Any breach of this condition shall entitle FACT to take such steps as may be necessary and also terminate contract. Such termination shall also render the contractor liable for payment to FACT in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and FACT and shall not release the contractor of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the contractor shall reimburse FACT for the same by making payment through a Demand Draft.

- 26 The work involves transportation of bagged products from Tuticorin port as per Despatch Instructions (DI) given every fortnight as detailed below:

Fortnight 1-- Dates 1 to 15

Fortnight 2 Dates 16-30/31 as the case may be

Transportation of bagged products as per DI given shall be done progressively on a day-to-day basis so as to complete the fortnightly DIs as above. The DI will lapse at the end of the respective Fortnight. The contractor will have to transport the product from Tuticorin as per our requirement to any destinations for which he is awarded the contract.

- 27 Liquidated damages:** The transport contractor will have to supply sufficient number of trucks/lorries to transport the quantity of bagged fertilizers as required by FACT based on the Despatch Instructions (DI) given to the contractor. In case of failure by the contractor to transport the required quantity as above, Liquidated Damages (LD) at the rate of Rs. 40/- per MT towards shortfall in quantity transported in that fortnight will be imposed on the contractor. The LD for shortfall in transportation based on the fortnightly DI will be computed by the Zonal Manger (Madurai Zone), in Madurai and deducted from bills submitted by the Contractor or from any other amounts due to the Contractor/s. The cumulative LD calculated as above will be limited to double the amount of Security Deposit.

- 28 The contractor or his authorized representatives shall call on the authorized representative of FACT at Tuticorin Port from time to time and receive instructions regarding the transport of products to be undertaken by him and arrange to work accordingly.

- 29 The signing of the company's transit documents by the contractor's representative will be deemed to be the acknowledgement of receipt of goods for transportation work, on behalf of the contractor.

- 30. Transshipment:** The transport contractor will have to transport the bagged products without Transshipment, failing which a penalty of Rs.1,000/- (Rupees One thousand only) per truck will be imposed. Only in case of Accidents, the penalty will be waived, on submission of sufficient proof i.e. F.I.R. lodged etc. with the approval of General Manager (Marketing) Fertilisers, as applicable.

31. Detention charges for the trucks/lorries at the loading/unloading points or at any locations or any incidental charges incurred by the contractor for the work shall not be

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payable to the transporter under any circumstances whatsoever.

32. Volume of Work

FACT reserves the right to reduce or increase the quantity indicated in the work order/DI quantity at any time without assigning any reason whatsoever. FACT further reserves the right to suspend/ recommence the despatch of product to any destination at any time. FACT does not give any guarantee regarding the availability of the quantity for transportation indicated in the work order or as per the DI.

33 Indemnity:

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep FACT or any representative or employee of FACT fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of FACT, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor shall do so and if FACT has to take-over the liability, FACT shall deduct all amounts arising out of such liabilities from the security deposit of the Contractor or from any other amount due and payable by FACT to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to FACT.

34 Contractor to comply with all Laws, Rules, Acts etc.

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 authorization, 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.

PF & ESI Acts: The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of

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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.

35 FACT's lien on all moneys due

FACT shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and/or also on and over the deposit or security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to FACT by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between Company and the contractor and further that FACT shall at all times be entitled to deduct the said debt or deposit which may become payable to the contractor under these presents.

36 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 Letter of Intent 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 to be executed will be in the proforma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the bidder and FACT shall form part of the contract.

37. Delay / Failure in Commencement / Completion of work:

Time shall be regarded as the essence of the contract and delay/ failure on the part of the contractor to start work on the stipulated date or to meet the transportation requirement as per the instructions given to the contractor, shall entitle FACT to recover damages as per provisions of this contract and to undertake any other measures deemed fit in order to transport and deliver the material considering time as the essence of Contract.

38. In the event of failure on the part of the Contractor to execute the contract to FACT's satisfaction, FACT shall recover from the Contractor Liquidated Damages as prescribed under terms and conditions of this contract. In addition to the above, FACT also reserves the right to terminate the Contract wholly or partially and at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, make alternate arrangements to carry out the work through other agencies or by themselves. FACT may arrange such alternate arrangement to any particular destination(s) from Tuticorin Port. FACT shall recover all additional costs incurred for such alternate transport arrangements from the contractor's running bills or from any amounts due to the contractor.

39 FACT not responsible for Contractor's Employees:

The contractor may employ such employees as he may think fit and the employees

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so employed shall be the employees of the contractor for all purposes whatsoever and shall not be deemed to be in the employment or under the direct control of FACT for any purpose what so ever. The contractor shall abide by all Rules, Laws and Regulations that may be in force from time to time regarding the employment or condition of services of the employees. If under any circumstances whatsoever, FACT is held liable or responsible in any manner or the default or omission on the part of the contractor in abiding by the aforesaid Rules, Laws and Regulations, or is held liable or responsible to the employees of the contractor in respect of any matter whatsoever, FACT shall be reimbursed by the Contractor for the same as also any other expenses or costs incurred by FACT, in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor. FACT shall be entitled to claim damages or compensation from the Contractor in that event.

40 All sums payable by way of compensation under any of these conditions shall be considered as reasonable Compensation to be applied to the use of FACT with out reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

41 **Inconvenience to the Public**

The contractor shall not deposit material on any site, which may cause inconvenience to the public. FACT may require the contractor to remove any materials, which are considered dangerous or inconvenient to the public or cause these, to be removed at the contractor's cost.

42 **Contractor to be liable for all taxes, duties etc.**

The rates specified in the tender shall be inclusive all taxes and duties, toll charges, etc. but exclusive of Goods and Services Tax. Statutory liability if any on account of Goods and Services Tax will be discharged by FACT.

Giving any type of illegal gratification to any person or agency inside or outside FACT premises will be viewed very seriously and FACT reserves the right to take suitable action against Contractors indulging in such practices. Also refer Clause under "Termination of Contract owing to default of Contractor" stated below.

43 **Contractor not to engage unsuitable employees:**

The contractor shall not employ workers below 18 years of age, or persons who are disabled, infirm, mentally unsound, or very old persons.

The contractor shall on instructions from Zonal Manager (Madurai Zone), immediately dismiss, from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of Zonal Manager (Madurai zone) not a fit person to be retained on the works. Such person shall not be again employed or allowed on the works without the prior written permission of the Zonal Manager (Madurai zone).

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44 Termination of contract owing to default of Contractor:

If the contractor :-

- i) become bankrupt or insolvent or
- ii) make arrangement with or assignment in favour of the creditors or agree to carry out the contract under a committee of inspection of his creditors or
- iii) being a company or corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction or
- iv) assign the contract or any part thereof otherwise than as provided under the terms and conditions of this Contract
- v) abandon the contract or
- vi) persistently disregard the instructions of the Zonal Manager (Madurai Zone), or contravene any provisions of the contract or
- vii) fail to adhere to the agreed programme of work or
- viii) Requesting any type of illegal gratification from any FACT dealer inside/outside FACT premises/delivery points or delivering the material at a location different from the location mentioned in the MDA, 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 or
- ix) promise, offer or give any bribe, commission, gift or advantage whether himself or through his partner, agent to any officer or employee of FACT or to any person on his or on their behalf in relation to the execution of this or any contract with the company, then and in any of the said cause, Zonal Manager(Madurai Zone), on behalf of FACT may serve the contractor with a Notice in writing to the effect. If the contractor does not within 7 (seven) days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Zonal Manager(Madurai Zone), the company shall be entitled after giving 48 hours notice in writing under the hand of Zonal Manager(Madurai Zone), to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works, without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses-
 - a) to rescind the contract, of which rescission notice in writing to the contractor under the hand of the Zonal Manager(Madurai Zone), shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to the company, without prejudice to the company's right to recover

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from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the Contract.

- b) to carry out the work or any part thereof by the empanelment of the required labour and materials, the cost of which shall include supervision and all incidental charges and to debit the contractor with such costs, the amount of which as certified by FACT shall be final and binding upon the contractor and to credit the contractor with the value of the work done as if the work had been carried out by the contractor under the terms of the contract and the certificate of FACT in respect of the amount to be credited to the contractor shall be final and binding upon the contractor to measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenditure that may be incurred in excess of the sum which would have been paid to the contractor if the work had been carried out by him under the terms of the contract, the amount of which excess as certified by FACT shall be final and binding upon the contractor, shall be borne, and paid by FACT and may be deducted from any money due to him by FACT, under the contract or otherwise or from his S.D., provided that in any case in which any of the powers conferred upon FACT shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future remains unaffected.

45 Right of FACT after rescission of contract:

Right of FACT after rescission of contract owing to default of contractor: In the event of any or several of the courses referred to earlier being adopted,

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advance not be entitled to recover, or be paid any sum for any work thereto actually performed under the contract, unless and until the Zonal Manager(Madurai Zone), shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only, be entitled to be paid the value so certified.
- b) FACT shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of contract and thereafter all other expenses incurred by the Company, have been ascertained and the amount thereof certified by the Zonal Manager (Madurai Zone). The contractor shall then be entitled to receive only such or sums (if any) as the Zonal Manager(Madurai Zone), may certify would have been due to him upon due completion by him after deducting the said amount but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to FACT the amount of such expenses and it shall be deemed a debt to the contractor by FACT and shall be recoverable accordingly.

46 Matters finally determined by FACT:

All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after the completion and

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whether before or after the determination of the contract, shall be referred by the contractor to FACT and FACT shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by FACT or on behalf of FACT which matters are referred to hereinafter as accepted matters shall be final conclusive and binding upon the contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

47. Submission of Bills / Terms of Payment:

Payment shall be effected, on presentation of the bills to the Deputy General Manager (Fin)-Bills/FACT, quantity and Distance (Distance as per the google MAP or PWD/automobile association records whichever is less) duly certified by Zonal Manager(Madurai Zone). Final settlement of contractor's 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/ESI liability, Income Tax, TDS on GST 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. The Contractor shall submit his bills together with supporting documents such as duly certified MDA/invoice from each consignee in acknowledgement of receipt within 30 days of carrying out the work. Payment of bills to the transport contractors will normally be made within 30 days from the submission of bills along with necessary acknowledgement of dispatch documents.

Payment will be credited after effecting all deductions applicable based on certification by Zonal Manager(Madurai Zone) as per terms of the work order to Contractor's bank through National Electronic Fund Transfer or RTGS. Contractors are required to furnish the following details along with their Banker's authorisation letter:

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

48. No claim shall be made by the transport contractor against FACT due to non-utilization the whole or any portion of the number of trucks ordered by FACT or for delay in delivering the material thereof, which may be due to any act of God such as flood, tempest, earthquake etc or due to any labour disturbances such as strike, lockout, go-slow, or due to short-age of raw material or due to any other cause, whatsoever beyond the control of the company where the goods are produced or despatched. In such cases, the time for utilization of trucks provided by transport contractor, shall, at the option of FACT, be extended till such time as the normal situation is expected to return.

49. During the validity of contract, if it is established that the Proprietor/ Director/ Partner (as applicable) of the contractor's firm is having any financial/business relations with any Proprietor/ Director/ Partner of any registered fertilizer dealership firm of FACT fertilizers, operating at the destination, the contract will be liable for termination.

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50. The work orders under this contract will be issued by the Asst General Manager (Materials)T&S, Centralised Materials of FACT. The contracts shall be administered and executed by the Zonal Manager (Madurai zone).

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

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ANNEXURE -V

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS :

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

01. GENERAL:

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

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

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

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

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

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

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

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02. SECURITY DEPOSIT :

The contractor shall remit 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 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 security deposit, if so desired by him. Such EMD shall be returned only on remittance of requisite Security Deposit. The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

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

03. RATES:

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



Rate revision on account of changes in the price of High Speed Diesel (HSD) oil shall be effected only if specified in the Special Terms and conditions.

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, TDS on GST etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05 QUANTITY :

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

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06. CONTINUITY OF WORK :

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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

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

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

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

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

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

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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:

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

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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 within one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

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.

16. ENVIRONMENT MANAGEMENT SYSTEM :

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

17. FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy

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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.

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 VI

COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the Enquiry No: MM/181/E22966 DTD.12.02.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE: VII

UNPRICED COPY OF PRICE BID

From

To

ASST.GENERAL MANAGER [MATERIALS] TS,
CORPORATE MATERIALS, FACT LTD.,
PD-ADMINISTRATION BUILDING,
UDYOGAMANDAL - 683 501.

Dear Sir,

Sub: Transportation of Bagged Fertilisers by trucks/lorries from Tuticorin Port

Ref: ENQUIRY NO. MM/181/E22966 DATED 12.02.2021

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

With reference to your above enquiry, we quote our lowest rates as below for all the items of work:

Sl. No.	Items of work(Sl.No 1 to 15)	Unit of Measurement (UoM)	Estimated quantity for two years	Indicate "Quoted"
1	Road transportation of bagged fertilizers in trucks / lorries placed by the contractor from godowns at Tuticorin Port premises to Godown(s)/ ASC/ Stock Point Dealer/ Agency ASC/ State or Central Warehouses/ Dealer Points situated within a distance of 25 Kilometers.	MT	1,000	
2	-- do -- within a distance of above 25 Kilometers and not exceeding 50 Kilometers.	MTK	36,000	
3	-- do -- within a distance of above 50 Kilometers and not exceeding 100 Kilometers.	MTK	3,28,000	
4	-- do -- within a distance of above 100 Kilometers and not exceeding 150 Kilometers.	MTK	5,60,000	
5	-- do -- within a distance of above 150 Kilometers and not exceeding 200 Kilometers.	MTK	9,40,000	

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Sl. No.	Items of work(Sl.No1 to 15)	Unit of Measurement (UoM)	Estimated quantity for two years	Indicate "Quoted"
6	-- do -- within a distance of above 200 Kilometers and not exceeding 250 Kilometers.	MTK	29,00,000	
7	-- do -- within a distance of above 250 Kilometers and not exceeding 300 Kilometers.	MTK	29,20,000	
8	-- do -- within a distance of above 300 Kilometers and not exceeding 350 Kilometers.	MTK	73,50,000	
9	-- do -- within a distance of above 350 Kilometers and not exceeding 400 Kilometers.	MTK	19,25,000	
10	-- do -- within a distance of above 400 Kilometers and not exceeding 450 Kilometers.	MTK	44,70,000	
11	-- do -- within a distance of above 450 Kilometers and not exceeding 500 Kilometers.	MTK	56,77,200	
12	-- do -- within a distance of above 500 Kilometers and not exceeding 550 Kilometers.	MTK	13,12,800	
13	-- do -- within a distance of above 550 Kilometers and not exceeding 600 Kilometers.	MTK	31,09,600	
14	-- do -- within a distance of above 600 Kilometers and not exceeding 650 Kilometers.	MTK	12,12,000	
15	-- do -- within a distance of above 650 Kilometers and not exceeding 700 Kilometers.	MTK	4,12,200	

GST shall be extra as applicable based on statutory notifications.

Note:

The rate shall be quoted for slabs against Sl Nos 2 to 15 in "**Rupees per MT per KM**"(MTK). Please note that the UoM for the above items is "**MTK**" {quantity in MT (1000kg) multiplied by distance in km} as the point of delivery and quantity to be transported would depend on actual requirement which cannot be ascertained now. Therefore by multiplying the rate quoted in Rs. per MT per km with the quantity in MTK (as provided in the enquiry) will provide the value of the respective transportation work for evaluation. Sl No 1 shall be quoted on MT basis and the rate (**Rs. per MT**) shall be applicable for the quantity irrespective of the actual distance but within the distance limit specified.

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Bidders shall necessarily quote for all the items failing which their offer will not be considered.

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

Name of the Bidder:

Signature of the Bidder:

Place:

Date:

(SEAL)

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ANNEXURE: VIII

PRICE BID (PART-B BID)

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

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ANNEXURE - IX

Bid-Security Declaration

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

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

I/We , irrevocably declare as under:

I/We understand that, as per Clause 7.1 of Instruction to Bidders (Annexure I).....of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

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

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/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.

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

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ANNEXURE - X

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

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

Whereas FACT , Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Contractor) for the work 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 thereunder and the said Contractor shall have no claim against us for making such payment.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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We.....further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.



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

Dated this..... day of Two thousand and twenty one.

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

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-XI

AGREEMENT

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

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

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

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

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

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

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

For

In the presence of witnesses:

1.



2.

In the presence of witnesses:

for and on behalf of the Company.

1.

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2.

ANNEXURE -XII

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contact 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.

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(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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



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

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

(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

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signed, for such reason.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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



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

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

Section 8 - Independent External Monitor/Monitors

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

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

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(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

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(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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