THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)

NOTICE INVITING e-TENDERS

1.0 The Fertilisers and Chemicals Travancore Limited (FACT), Udyogamandal, Cochin invites offers from from experienced bidders for undertaking the work of transportation of Sulphur from Port Bedi in Gujarat to Cochin Port by Ship for a contract period of one month from the date of commencement of work.
Considering the urgency, successful bidder/contractor shall commence the work immediately on issue of LOI/Work Order by FACT.

1.0 General Information

Enquiry No.	MM/181/34389 dated 30.10.2026
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Submission of bids	The bids shall be submitted through below emails with all relevant documents before due date and time as detailed in clause 4.0 of Instructions to Bidders (Annexure-I). ➢ **PART A**-Technical bid shall be only sent to: ts16935-techbid@factltd.com ➢ **PART B**-Price bid shall only be sent to: ts16935-finbid@factltd.com
Due date & time for Submission of bids	**03.11.2026 / 2:00 P.M.**
Date & Time for opening of Part A of the Bid.	**03.11.2026 / 2:30 P.M.**
Name of Work/Description	**Transportation of Sulphur from Port Bedi in Gujarat to Cochin Port by Ship**
EMD	**Rs. 1,00,000** /- and shall be remitted as detailed in clause 7.0 of Instruction to Bidders
Security Deposit	5% of the total contract value
Period of contract	One month from the date of commencement of work as stipulated in the work order/LOI
Contacts for Tender details	1) Mrs. Aneeshya Venugopal, Tel: +91 484 2568273, e-mail: aneeshya@factltd.com 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: jayakumarp@factltd.com.

2.0 **TENDER DOCUMENTS (e-TENDER):** Visit our website www.fact.co.in (**https://fact.co.in/→Tenders→Notice Inviting Tenders→Major open tenders**) and search using tender id **MM/181/34389** for tender documents. Bid submission shall be as detailed in Instruction to bidders (**Annexure I)**.

3.0 **EVALUATIONOF BIDS:**

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

3.2 Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.

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

4.0 DISQUALIFICATION

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

5.0 GENERAL

5.1 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.

5.2 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.

5.3 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

5.4 The Un-priced bid (Annexure-VII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable.

5.5 Bidders shall quote prices in the BOQ only and not elsewhere. The rate shall be firm throughout the contract period, Rates shall be quoted in the same unit of

measure given in the BoQ and shall be considered accordingly. No other documents shall be enclosed with Price Bid (BOQ).

5.6 **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-IX. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid. **(Stamp paper not required)**

1. Shri. Pradeep Kumar Jajoria, Email: pkjajoria@yahoo.com	**2. Shri. Arvind Kumar Arora,** Email:arvindarora333@gmail.com

Note 1: The Integrity Pact signed by the bidder shall be submitted by the bidder along with other documents.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 5.7 & 5.8 below. ***"Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders."***

5.7 Any information on site familiarization / nature of work, if required by the bidders, can be had from DGM(WI)CD- 0484 2668165 or any officer authorised by him may be contacted.

5.8 For any clarification on this enquiry please contact Asst.Gen. Manager (Materials)T&S, [Phone- 0484- 2568345] or Deputy Manager (Materials)-T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers and Chemicals, Travancore Limited

Asst. Gen. Manager (Materials) T&S

List of Enclosures of this NIT is as follows:

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

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 tender shall be submitted offline as detailed in clause 4&5 below. Offers submitted on any other platform or in any other mode or any other e-mails, physical submission of offers etc. SHALL NOT be accepted.

3.1 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.

3.2 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents *(If any)* 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 (Materials)T&S, Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:

The bids shall be submitted through email with all relevant documents before due date and time as detailed below:

PART A-Technical bid shall be only sent to the email: ts16935-techbid@factltd.com

PART B-Price bid shall only be sent to the email: ts16935-finbid@factltd.com

Note: Both bids should be submitted as password-protected attachments, preferably in .rar or another compressed file format. If the attachment size is large, multiple emails may be sent. The password for the bids shall be shared by the bidder only upon request at the time of bid opening.

4.1 Offers submitted in any other mode or any other e-mail, physical submission of offers etc. SHALL NOT be accepted.

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.1 & 3.2 above.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data 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.
8. Scanned copy of Integrity Pact (only if specified in the NIT).

5.2 **Part-B (Financial Bid): shall comprise of the filled Price bid. The format for the price bid is provided separately in an Excel sheet. Bidders should fill all the relevant details, print the filled format, sign it, and send a scanned copy (pdf format) to ts16935-finbid@factltd.com before the specified due date and time.**

5.3 The priced bid shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the price bid is not permitted.

5.4 Fill-in all the relevant fields of the price bid either in value or as a percentage as specified in the price bid. Blank field, if any, in the uploaded price bid 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 price bid format only and nowhere else. No other

documents shall be enclosed with Price Bid.

5.6 Rates shall be quoted in the same unit of measure given in the price bid and shall be considered accordingly.

5.7 Bidders shall ensure that all the required documents as per enquiry are submitted through the specified email before due date and time. The submission of bids or any other document forming part of the bid after due date & time of bid submission will not be allowed. 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 is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

6.1 ***Part-A*** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.

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

7.0 EARNEST MONEY DEPOSIT:

7.1 **Earnest Money Deposit (EMD)** –shall be remitted online, for the respective amount indicated in the NIT, through 'State Bank Collect' portal using the link given below.

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

The link is also available on our website www.fact.co.in under the Tenders tab as 'EMD/Security Deposit Payment.'

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through 'State Bank Collect' portal. The payment receipt generated thereon shall be uploaded/ submitted along with with Part-A bid.

7.2 EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.

Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.
Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank: State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala.

7.3 Alternatively, EMD remittance can also be made through the "Payment Gateway for direct remittances" available in our website.
Bids without EMD or inadequate amount of EMD will be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

7.4 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSMED Act (subject to uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

7.5 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, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status,

in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is non divisible.

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 30days from the date of opening of the Price bid (Part-B). 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 30 days. If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.

12.0 SECURITY DEPOSIT:

Please refer clause 2 of 'Standard Terms and Conditions of Contract' attached.

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. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

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

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

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

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

Tamilnadu: 33AAACT6204C1Z0

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

The supplier/contractor shall do the following:

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

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

Payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B".
In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

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

16.0 GENERAL:

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

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

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

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

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

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Assistant. General Manager(Materials)T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal–683501, ransitTel 0484-2568345; Email:jayakumarp@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 Chief General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

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

17.0 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

18.0 TENDER UPDATES:

Bidders are requested to visit FACT website 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.

19.0 MAKE IN INDIA

19.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

19.2 For the purpose of extending purchase preference as in Cl. 19.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified

otherwise in the Enquiry.

19.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

20.0 FRAUD PREVENSION 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

ANNEXURE-II

Pre-Qualification Criteria for bidders

No	Conditions	Documents Required
1	The bidder shall have successfully completed transportation order(s) for bulk material by ship/barge during the last 7 years ending on the date of enquiry: 1. One order with quantity not less than 4000 MT. OR 2. Two orders with quantity not less than 3000 MT each. OR 3. Three orders with quantity not less than 2000 MT each.	Copies of order(s) along with respective completion certificate from client(s) or Vessel's Schedule of Facts (SOF) indicating the quantity and signed by receiver.
2	The bidder shall have an Average Annual Financial Turnover of minimum Rs. 73 lakh during the last three financial years, ending 31.03.2025.	Copies of Balance Sheet and Profit & Loss Accounts audited by a practicing Chartered Accountant / Certificate of Turnover issued by a Practicing Chartered Accountant for the last three financial years, ending on 31.03.2025 shall be submitted as proof.

Note:

1. All relevant documents for satisfying the pre-qualification criteria shall be enclosed in the techno-commercial bid, without which the offer is liable to be rejected without seeking further clarifications. FACT shall have the liberty to verify the documents/data submitted by the contractor as proof for meeting the pre-qualification

Note for Micro & Small Enterprises and Start-ups: Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Start-ups 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. Vendor shall produce the originals of the PQ documents as and when it is requested. 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.

ANNEXURE-III

VENDOR DATA FORM

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

1. Name of the Bidder:

2. Address of the Bidder:

   Contact No:

   E-mail ID:

3. Address of Cochin Office (if any):

   Contact No.
   E-mail ID

4. Name of Contact Person with whom FACT may correspond

   Contact No:
   E-mail ID:

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

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

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

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

9. Category:

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

   Micro / Small / medium

   *** In case of Micro/Small pl. enclose UDYAM certificate; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order,**

2012.

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

iii) Enclose copy of the UDYAM Registration Certificate.

10. Whether EMD remitted? YES / NO

Detail of EMD remittance:

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

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

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

13. Have you ever been blacklisted by Government: Department, Public Sector, Quasi Government Undertaking **YES/NO**

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

15. Following documents shall also be enclosed:

1. Copy of "Permanent Account Number" (PAN) Card.
2. Copy of GST,EPF and ESIC Registration Certificate.
3. Copy of document for proof of constitution of your firm

DECLARATION

I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render our offer liable for rejection/ render us liable for disqualification.

Signature of the Bidder:

Place:
Date: Name of the Bidder: (Seal)

ANNEXURE- IV

COMPLIANCE STATEMENT

We state that offer is in full compliance with the documents issued against the Enquiry No: MM/181/34389 dated 30.10.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Scope of Work and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder: Signature of the Bidder:

Place: Date:

ANNEXURE – V

Special Terms and Conditions of Contract

Schedule of Work:		
Sl. No	Description	Quantity (MT)
1	Transportation of Sulphur from Port Bedi in Gujarat to Cochin Port by Ship	9,750

Definitions: "FACT" shall mean The Fertilizers and Chemicals Travancore Limited, with registered office at Udyogamandal, Kochi and its operating Divisions located 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 and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s),
firm or company.

Special Terms and Conditions

1. The entire quantity may be transported in one parcel or multiple trips subject to availability of vessels.

2. 'Seller' means the party who sells sulphur to FACT from any port in India. The vessel shall report to the Seller or Seller's agents at the load port and present herself for loading the cargo as per load port terms and conditions.

3. FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Cochin shall be intimated to FACT.

4. All claims at the load port like demurrage, despatch, dead freight, etc., shall be settled directly between the Seller and the vessel owner.

5. Seller shall be liable for any demurrage incurred at the load port on account of any delay in loading beyond the permissible laytime. Any delay due to the vessel's condition or breakdown or inability of the vessel's facility to load cargo within the time allowed, shall be in the scope of the transporter.

6. FACT shall not be liable for any demurrage in the event of the vessel coming prior to or after the lay days stipulated by FACT. In case of early arrival, vessel shall be deemed to have given NOR at 9:30 hrs on the first working day of the laydays given by FACT.

7. Vessel nominated shall conform to ISM code for safe operations and pollution prevention and other requirements of Indian / International Maritime Authorities,

applicable for carriage of sulphur as relevant. Non-compliance or lack of necessary supporting documents to show compliance with the above and consequent damages, if any, shall be to the transporter's account.

8. As per Shipping Development Circular issued by DG Shipping, cargo vessels visiting an Indian Port on the West Coast or plying in the Indian territorial waters in the Arabian Sea or the Indian EEZ during the period of foul weather (being 1st June to 31st August), shall be less than 25 years of age.

9. Discharge rate at Cochin Port: 2500 MT PWWD SAT AFT NOON SHEX EIU

10. The loading rate shall be 10000 MT PWWD SHINC

11. Demurrage Rate: Shall be indicated by transporter while nominating the vessel and dispatch rate shall not be less than half of the demurrage rate

12. Discharge Port : 1/2 SB Cochin. If FACT decides to do stevedoring ship's crane shall be made available for doing stevedoring.

13. Arrival draft at Cochin: Not greater than 10.7 m.

14. (a) Transporter shall guarantee that vessels nominated are amenable to discharge using our mechanical ship unloader, which can permit free movement of FACT's ship unloader from hatch to hatch. Tween decked vessels, flush tween decked vessels and vessels with tunnel-shafts in the aft-holds shall not be employed, unless specifically accepted by FACT. Vessels shall be equipped with 4/5 cranes of 10-15MT capacity. On board cranes / gears / derricks shall be capable of placing and taking out FACT's pay loader of 10 MT weight in the hold/ hatches safely and the cranes / gears / derricks shall be operated by the ship's crew. Any time loss due to breakdown of cranes/gears/derricks not to count as lay time and any expenses incurred will be to the transporter's account. No transshipment shall be made without prior permission of FACT.

(b) Vessel is to be guaranteed suitable for grab discharge – and no cargo is to be loaded in tween decks, deep tanks, wing tanks, or bunker spaces or other spaces inaccessible to grab. The Master to have liberty of loading in such spaces for the purpose of stability of the vessel, but extra expenses incurred by reason of loading into and the discharging from such spaces not easily accessible are to be on Transporter's account and additional time taken for discharge of cargo from such spaces shall be to the account of the Transporter.

(c) The vessel shall give free use of all available gear for discharging as also lights for night work on board. Buyers to have privilege discharging over side, Transporter allowing free use of gear, winches and derricks. FACT shall have the option to discharge the cargo using ships cranes/gears/ derricks which shall be operated by ship's crew.

(d) All expenses and costs arising from the failure of the machines/equipment's of the vessel, or if the vessel is pulled out from the berth on account of safety reasons by the port to be on the account of Transporter.

15. The following vessel details shall be furnished by transporter while nominating vessel,

a) Name of the vessel, ex-name, if any,
b) Flag, Classification,
c) Year of built
d) GRT/NRT & LOA,
e) Registered owners
f) Operators,
g) Charterers,
h) P&I club,
i) Hull u/w & terms of cover,
j) Agents at load port and discharge port,
k) Demurrage and despatch rates.

16. Expected loading days and arrival date at Cochin shall be intimated to FACT for each shipment while nominating the vessel

17. The vessel chartered by transporter shall not be more than 15 [Fifteen] years in age and shall be of the highest Lloyd's or equivalent classification. Any extra insurance and customs duty thereon due to class/flag shall be to transporter's account. Same shall be deducted from the transporter's bills.

18. The sailing progress of vessel shall be reported to FACT at least 72 hours before arrival, stating the anticipated hour of arrival. Similar notice shall be given at least 48 hours, 36 hours and 24 hours in advance of the ETA of vessel and thereafter any change every one hour.

19. Laytime: Based on discharge rate of 2500 MT PWWD SAT AFT NOON SHEX EIU. Time from Saturday noon to Monday 0800 hrs. and from 17:00 hrs. on the day prior to a holiday to 08:00 hrs. on the next working day shall not be counted, even if used.

20. N.O.R. time: NOR shall be tendered during official working hours only, i.e. between 09:30 hrs. to 17:00 hrs. from Monday to Friday and 09:30 hrs to 12:00 hrs on Saturday.

21. Laytime shall commence only 24 hours after the receipt and acceptance of Notice of Readiness [N.O.R.] as above and shall end on completion of discharge.

22. If the vessel completes unloading earlier than the allowed laytime Despatch shall be payable to FACT, Seller shall pay to FACT despatch at the rate not less than half of the demurrage rate.

23. The transporter shall appoint an agent at Cochin Port for liaising with Port and to arrange manual sweeping at the end of discharge by deploying designated dock labour crew.

24. The vessel shall comply strictly with the IMSBC Code requirements for the carriage of Sulphur (UN 1350), including but not limited to requirements for firefighting equipment and electrical safety (spark-proof equipment in holds)

25. Strict 'No Smoking' and 'No Naked Lights' policies shall be enforced on deck and in the vicinity of the cargo holds during loading, transit, and discharging

26. Vessel shall possess valid statutory certificates issued by the relevant authorities including a) certificate of registry b) certificate of survey and c) class certificate. Copies shall be submitted to FACT prior to engagement of the vessel. The vessels shall be seaworthy.

27. Cargo quantity shall be determined by Draft Survey conducted at the Load Port by seller's surveyor. This Draft Survey weight shall be final and binding for Bill of Lading. A Draft Survey shall also be conducted at the Discharge Port (Cochin) to ascertain cargo outturn and freight payment purposes

28. Any damage caused to the vessel by stevedores or the mechanical unloader at the discharge port must be notified in writing to FACT immediately upon occurrence and settled. FACT shall remain responsible only for damage caused by its own negligence, provided such damage is reported prior to the vessel's departure

29. The transporter shall ensure that the vessel's hatch covers are watertight. Any damage to the cargo due to water ingress (sea water or rain other than sprinkling of water as a means of fire prevention) during the voyage shall be to the transporter's account.

30. Period of the contract shall be 1 (one) month from the date of commencement of the work as stipulated in the work order/Letter of Intent (LOI).

31.0 SECURITY DEPOSIT:

31.1 Successful bidders (Contractors) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** as detailed in clause 02 of Standard Terms and Conditions of Contract (Annexure-VI).

32.0 INSURANCE:

FACT shall arrange transit insurance for the cargo only. Insurance coverage for the Contractor's Vessel, all equipments, crew and all belongings engaged for the work shall be arranged by him at his own responsibility and cost. The Contractor

shall be fully responsible for all damages to the Vessel, personnel deployed by him, and also for liabilities on account of third party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract.

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

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

33.0 Terms of Payment:

- Bills that are complete in all respects will be passed for payment within 15 days of receipt by the Asst. General Manager /Manager of Willingdon Island Raw Materials Department of FACT Cochin Division, Ambalamedu. Payment shall normally be made within a period of 30 days from submission of bills.
- FACT reserves the right to deduct amount of losses / damages to FACT, if any, as determined by FACT, from the bills.
- FACT reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards loss on account of failure of the Contractor to make timely payment for material or for labour. Payments may also be withheld for other reasons mentioned elsewhere in the contract document.
- All payments shall be made to the Contractor after making statutory deductions towards Income tax etc.

34.0 Penalty for loss of material: Shortage of more than 0.5% from the B/L quantity in weight determined at discharge port by draft survey shall be to Contractor's account

35.0 Contract Administration: This contract shall be administered and executed by DGM(W.Island] or his authorized representative.

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

Annexure-A

MATERIAL SAFETY DATA SHEET – SULPHUR

SECTION 1 CHEMICAL IDENTITY & COMPANY DETAILS

Trade Name & Synonyms: Sulphur, Flaked Sulphur, Granular Sulphur

Chemical Name: Sulphur

Family Name: Element - Sulphur

Chemical Formula: S8&

Appearance: Odorless, tasteless, pale yellow powder or solid

CAS Number: 7704-34-9

IMSBC Group: Group C

Hazardous Ingredient: Sulfur

% by Weight: 99.5% Min

Manufacturers Name: The Fertlisers And Chemicals Travancore Limited (FACT)

Company Address: Corporate Office, Udyogamandal — 683501

Plant Address: Cochin Division, Ambalamedu — 683303

Emergency Assistance: Tel No: 2723691

SECTION 2 PHYSICAL DATA

Appearance: Yellow colored lumps, crystals, powder, or formed shape

Odor: Odorless, or faint odor of rotten eggs

Purity: 99.5% Min.

Vapor Pressure: OmmHG at 280 oF

Solubility In Water: Insoluble

Specific Gravity: 2.07 @ 70°F

Boiling Point: 832°F (444°C)

Freezing/Melting Point: 230-246 °F (110-119 ° C)

Bulk Density: Lumps 75-115 lbs./ft®

Powder 33-80 Ibs./ft®

SECTION 3 FIRE AND EXPLOSION DATA

Flashpoint: 405 ° F (207.2 ° C)
Flammable Limits: LEL: 35 g/m* UEL: 1400 g/m?
Auto-ignition Temperature: 478-511 ° F (248-266 ° C)
Extinguishing Media: Water fog, spray, or regular foam. Do not use a direct water stream.
Burning Sulfur: Decomposes into TOXIC sulfur oxide gasses such as: Sulfur dioxide and Hydrogen sulfide

PRIMARY HAZARD:

Sulfur dust suspended in air ignites easily, and can cause an explosion in confined areas. May be ignited by friction, static electricity, heat, sparks, or flames. Toxic gases will form upon combustion. Bulk/solid forms burn only at moderate rate, whereas dust burns with explosive violence.

FIRE

Wear full-faced, self-contained breathing apparatus and full protective clothing. **Use a water fog** to extinguish fire. Do not use solid streams of water; which could create sulfur dust clouds and cause an explosion or move burning sulfur to adjacent areas. **Fire will rekindle** until mass is cooled below 310 OF (154 ° C). Cool surrounding areas with water fog to prevent re-igniting. Cool containers, tank cars, or trailer loads with flooding quantities of water until well after fire is out. Evacuate nonessential personnel from the fire area. If large fire, evacuate people downwind from fire. **Prevent human exposure** to smoke, fumes, or products of combustion (sulfur oxide gases). Firemen exposed to contaminated smoke should be immediately relieved and checked for symptoms of exposure to toxic gasses. ***Seek medical attention immediately.*** This should not be mistaken for heat exhaustion or smoke inhalation. These are extremely irritating to the respiratory tract and may cause breathing difficulty and pulmonary edema. Symptoms may be delayed several hours or longer depending upon exposure.

HAZARD RATING: 0=Least 1 = Slight 2=Moderate 3=High 4= Extreme

ACUTE HEALTH = 1 FIRE = 1 REACTIVITY =0 CONTACT = 1

SECTION 4 HEALTH HAZARDS INFORMATION

Sulfur is essentially non-toxic either through ingestion, inhalation, skin or eye contact. Individuals with known allergies to sulfide drugs may also have allergic reactions to elemental sulfur.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Nose or throat irritation, coughing, chest discomfort, asthma, difficulty breathing, nausea, vomiting, stinging eye irritation, skin irritation, hives.

SKIN CONTACT

No adverse effects. Skin irritation may be aggravated in persons with existing skin lesions. Wash exposed clothing separately before reuse.

EYE CONTACT

Sulfur dust is an eye irritant. Avoid contact with eyes, especially contact wearers. Wear safety glasses.

INHALATION

Prolonged inhalation may cause irritation of the respiratory tract. Breathing of dust may aggravate asthma and other pulmonary diseases. Individuals with known allergies to sulfide drugs may also have allergic reactions to elemental sulfur dust. Maintain adequate ventilation in area where dust is present. Wear dust masks and use NIOSH/MSHA approved dust respirator if airborne concentrations exceed exposure limits.

INGESTION

Ingested sulfur is converted to sulfides in the gastrointestinal tract, and ingestion of 10 to 20 grams has caused irritation of the GI tract and renal injury. Individuals with known allergies to sulfide drugs may also have allergic reactions to elemental sulfur. Swallowing large amounts may cause nausea and vomiting. Do not eat sulfur.

SECTION 5 FIRST AID INFORMATION

INHALATION

Move the exposed person to fresh air at once. Rinse nose and mouth with water. Get medical attention if any discomfort continues.

INGESTION

Immediately rinse mouth and provide fresh air. Get medical attention if any discomfort continues.

SKIN CONTACT

Remove affected person from source of contamination. Remove contaminated clothing. Wash the skin immediately with soap and water. Get medical attention if any discomfort continues.

EYE CONTACT

Make sure to remove any contact lenses from the eyes before rinsing. Promptly wash eyes with plenty of water while lifting the eye lids. Continue to rinse for at least 15 minutes. Get medical attention if any discomfort continues.

SECTION 6 FIRE FIGHTING MEASURES

Suitable extinguishing media: Water spray, dry chemical powder or appropriate foam

Special fire fighting procedures: Wear self-contained breathing apparatus and protective clothing to prevent contact with skin and eyes.

Unusual fire and explosions hazards: May emit toxic fumes under fire conditions.

SECTION 7 ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS: Wear the following protective equipmets

(A) Mask

(B) goggles

(C) gloves

ENGINEERING MEASURES

Static electricity and formation of sparks must be prevented. Provide adequate ventilation.
Observe Workplace Exposure Limits and minimise the risk of inhalation of dust.

RESPIRATORY EQUIPMENT

No specific recommendation made, but protection against nuisance dust must be used when the general level exceeds 10 mg/m3.

HAND PROTECTION

Use suitable protective gloves if risk of skin contact. PVC or rubber gloves are ecommended.

EYE PROTECTION: Wear approved safety goggles.

HYGIENE MEASURES: DO NOT SMOKE IN WORK AREA.

Wash at the end of each work shift and before eating, smoking and using the toilet. Wash promptly if skin becomes contaminated. Promptly remove any clothing that becomes contaminated. When using do not eat, drink or smoke.

ENVIRONMENTAL PRECAUTIONS: Do not discharge into drains, water courses or onto the ground.

SPILL CLEAN UP METHODS:

Extinguish all ignition sources. Avoid sparks, flames, heat and smoking. Ventilate. Avoid dust formation. Collect spillage in containers, seal securely and deliver for disposal according to local regulations. Wash contaminated area with water.

SECTION 8 PRECAUTIONS FOR SAFE HANDLING USE STORAGE:

Sulphur should be stored in a cool, dry, well-ventilated area. Store away from flammable materials, sources of heat, flame and sparks. Separate from chlorates, nitrates and other oxidizing agents.

EXPLOSION HAZARD

Avoid any conditions that might tend to create a dust explosion. Be careful not to create dust. Maintain good housekeeping practices to minimize dust build-up and dispersion. Eliminate sources of ignition. Keep away from heat, sparks and flames. Use nonferrous tools to reduce sparking. Sweep or shovel up spilled material using a natural fiber broom and/or aluminum shovel to prevent sparking. Maintain adequate ventilation in all areas.

SMALL or LARGE SPILLS

No flares or flames in area. No smoking. Danger of dust explosion near sparks. Sweep or shovel up spilled material using a natural fiber broom and/or aluminum shovel to prevent sparking. Place sweepings in an appropriate chemical waste container for reclaiming or disposal in an approved facility. Wash spill site after clean up is complete. Wear protective clothing during clean up: safety glasses, rubber gloves, impervious clothing, dust mask or respirator.

SECTION 9 REACTIVITY DATA

Stability: Stable

Conditions to Avoid (Instability): Keep from heat sources, sparks, and open flames.

Materials to Avoid (Incompatibility): Oxidizing agents, may react violently. Corrosive to copper and copper alloys.Damp sulfur will corrode steel.

Hazardous Polymerization: Will not occur.
Hazardous Decomposition Products: **Oxides of sulfur gasses produced by burning sulfur.**

SECTION 10 PROTECTIVE EQUIPMENT

WORK AREA:

Protective equipment should be used during the following procedures:

- Manufacture or formulation of this product.
- Repair and maintenance of contaminated equipment.
- Clean up of leaks and spills.
- Any situation that may result in hazardous exposure.

Maintain adequate ventilation and wear a respirator or a dust mask to prevent inhalation. Wear suitable, protective clothing and safety glasses to prevent skin and eye irritation from dust. Maintain a sink, safety shower and eyewash fountain in the work area. Wash skin thoroughly after handling and before eating or smoking. Wash contaminated clothing separately before reuse.

SECTION 11 TOXICOLOGICAL INFORMATION

INHALATION: Dust in high concentrations may irritate the respiratory system.

INGESTION: May cause discomfort if swallowed.

SKIN CONTACT: Powder may irritate skin.

EYE CONTACT: Particles in the eyes may cause irritation and smarting.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY: Not regarded as dangerous for the environment.

MOBILITY: The product is insoluble in water.

BIOACCUMULATION: The product is not bioaccumulating

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose of waste and residues in accordance with local authority requirements.

SECTION14 TRANSPORT INFORMATION

ROAD TRANPORTATION: Through tippers/lorry
WATER TRANSPORTATION : Through Barges

SECTION 15 REGULATORY INFORMATION

RISK PHRASES : NC Not classified.

STATUTORY INSTRUMENTS

Chemicals (Hazard Information and Packaging) Regulations

APPROVED CODE OF PRACTICE

Safety Data Sheets for Substances and Preparations. Classification and Labelling of Substances and Preparations Dangerous for Supply.

GUIDANCE NOTES

Workplace Exposure Limits EH40. CHIP for everyone HSG(108)

SECTION 16 OTHER INFORMATION

STORED BY: The Fertlisers And Chemicals Travancore Limited (FACT)

LICENSE NO 2/IX/76 UNDER ARMS ACTS 1959 AND ARMS RULES 1962.

Annexure-VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS:

01. GENERAL:
02. SECURITY DEPOSIT:
03. RATES:
04. PAYMENT:
05. QUANTITY:
06. CONTINUITY OF WORK:
07. RESPONSIBILITY FOR MATERIAL:
08. SECURITY & SAFETY REGULATIONS:
09. STATUTORY OBLIGATIONS:
10. CONTRACTOR's WORKMEN:
11. DEFAULT:
12. TERMINATION:
13. FORCE MAJEURE:
14. ASSIGNMENT:
15. APPLICABLE LAW & 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.

02. SECURITY DEPOSIT:

The Contractor shall remit **five percent (5%) of the total contract value** as interest free Security Deposit (SD) through 'State Bank Collect' portal using the link given below within 15 days of issue of work order by FACT.

However, if the Security Deposit amount exceeds Rs.10,000/-, Bank guarantee (preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. **In cases where the Bank Guarantee amount exceeds Rs.10,00,000/- (Rupees Ten Lakh only), the Security Deposit shall be furnished mandatorily through Electronic Bank Guarantee (E-BG)** issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance

The link is also available on our website www.fact.co.in Tenders 'Click Here to Pay EMD/Security Deposit'. The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be submitted to us.

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.

In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the

work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.

03. RATES:

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

04. PAYMENT:

Payment shall be affected, on presentation of the bills to the Chief Manager (Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05 QUANTITY:

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity. The Contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantity made available.

06. CONTINUITY OF WORK:

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

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

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

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

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

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

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

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

09. STATUTORY OBLIGATIONS

The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular

Indian Factories Act, Workmen's Compensations Act, Contract Labour (regulations and abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract.

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

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

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

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

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

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

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

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

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

10. CONTRACTOR's WORKMEN

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

11. DEFAULT:

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

12. TERMINATION:

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

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

13. FORCE MAJEURE:

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil

commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

14. ASSIGNMENT:

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018."

Or

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

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

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

16. ENVIRONMENT MANAGEMENT SYSTEM:

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

17. FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website *www.fact.co.in*. 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 – VII

UN-PRICED COPY OF PRICE BID

(Important: Please do not indicate any rates in this format. Only indicate "Quoted" under the blank column and submit along with technical bid)

From

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

Dear Sir,
Sub: **Transportation of Sulphur from Port Bedi in Gujarat to Cochin Port by Ship**.
Ref: Enquiry No. MM/181/34389 dated 30.10.2026

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

S. No	Description	Quantity in MT	All-Inclusive rate excluding GST (Rs. / MT). *Indicate "**Quoted**".Do not quote rate in this column.*
1	Transportation of Sulphur from Port Bedi in Gujarat to Cochin Port by Ship.	9,750	QUOTED/ NOT QUOTED

GST shall be extra as applicable based on statutory notifications.

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

(Signed by)

Authorised Signatory:. . . . . .

Name and address of the Bidder:. . . . . .
Place: . . . . . .
Date: . . . . . .

(Stamp)

ANNEXURE – VIII

PRICE BID (PART-B)

Please visit **https://fact.co.in/→Tenders→Notice Inviting Tenders→Major open tenders** and search using the tender ID under FACT Tenders to see the Price Bid (BOQ- EXCEL SHEET).

The format for the price bid is provided separately in an Excel sheet. Bidders should fill all the relevant details, print the filled format, sign it, and send a scanned copy (pdf format) to ts16935-finbid@factltd.com before the specified due date and time

ANNEXURE -IX

INTEGRITY PACT

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 Independent External Monitor (IEM), 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.

(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 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.

(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 confidentially.

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(2)Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(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) For & On behalf of Bidder(s)/Contractor(s)

(Office Seal) (Office Seal)

Place:
Date:

Witness 1: Witness 2:
(Name & Address)..... (Name & Address).....

Annexure -X

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

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683501.

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

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

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirm that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the said Contractor shall have no claim against us for making such payment.

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said

Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said 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.

Any notice by way of request, demand or otherwise here under may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State.

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

Dated this..... day of .....Two thousand and Twenty .....

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

ANNEXURE-XI

AGREEMENT

(Proforma of Agreement to be executed in ₹ 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 Manager Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

In the presence of witnesses:
1.
2.

In the presence of witnesses: For and on behalf of the Company.
1.
2.