

FACT CORPORATE MATERIALS	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement	Enq.No: MM/181/E34188 dated 16.09.2026
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

Online bids (two part) are invited from experienced and financially sound contractors for undertaking the work of Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement for a period of one year, through <https://eprocure.gov.in> portal. The details of work are described in the Scope of Work (**Annexure-V**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), Standard Terms and Conditions of Contract (**Annexure-VI**) and Special Terms & Conditions of Contract (**Annexure-V**) applicable for the proposed contract.

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

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

1.0 General Information

Enquiry No.	MM/181/E34188 dated 16.09.2026
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	07.10.2026 / 03:00 P.M.
Date & Time for opening of Part A of the Bid.	08.10.2026 / 03:30 P.M.
Name of Work/Description	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement for a period of 1 year.

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FACT CORPORATE MATERIALS	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement	Enq.No: MM/181/E34188 dated 16.09.2026
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*Pre bid meeting	A Pre-bid meeting is scheduled to be held at 2:00 PM on 25.09.2026 in the Conference Hall, FACT-PD Administration Building, Udyogamandal, Ernakulam – 683501. <i>The meeting will be conducted in hybrid mode.</i> Bidders can attend either in person at the venue or online using the Google Meet link provided below: Video call link: https://meet.google.com/bmj-snwn-ygi?authuser=0
EMD	The EMD amount for each cluster is given in clause 2.0 of the NIT and shall be remitted as per clause 7.0 of Instructions to Bidders (Annexure I)
Security Deposit	5% of the total contract value
Period of contract	1 YEAR the date of commencement of work as per LOI/Work order.
Contacts for tender details	1) Mr. Aneeshya Venugopal , Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: jayakumarp@factltd.com
Contact for e-Tender helpline	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com

- * **Pre-bid meeting:** Interested bidders shall confirm their participation for pre-bid meeting well in advance and may submit the Pre bid queries at least 3 days prior to the Pre-bid meeting. Pre bid queries, if any, shall be sent by email to aneeshya@factltd.com, jayakumarp@factltd.com.

2.0 Earnest Money Deposit (EMD): The EMD amount for each cluster is given below:

Sl No	Cluster	EMD Amount (Rs)
1	Andhra Kakinada Cluster	1,00,000
2	Andhra Krishnapattanam Cluster	1,00,000
3	Andhra Vizag Cluster	60,000
4	Karnataka Bagalkot Cluster	1,00,000
5	Karnataka Bangalore Cluster	1,00,000
6	Karnataka Manglore Cluster	1,00,000
7	Karnataka Mysore Cluster	1,00,000

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8	Maharashtra Aurengabad Cluster	1,00,000
9	Maharashtra Bhusawal Cluster	15,000
10	Maharashtra Mumbai Cluster	66,000
11	Maharashtra Nagpur Cluster	60,000
12	Odisha Balasore Cluster	1,00,000
13	Odisha Jharsuguda Cluster	1,00,000
14	Odisha Koraput Cluster	1,00,000
15	Odisha Paradip Cluster	1,00,000
16	Telangana Hyderabad Cluster	1,00,000
17	Telangana Nagalapalli Cluster	1,00,000
18	Telangana Raipur Cluster	1,00,000
19	Tamil Nadu Chennai Cluster	1,00,000
20	Tamil Nadu Coimbatore Cluster	1,00,000
21	Tamil Nadu Salem Cluster	1,00,000
22	Tamil Nadu Tuticorin Cluster	1,00,000
23	West Bengal Durgapur Cluster	1,00,000
24	West Bengal Kolkata Cluster	1,00,000
25	West Bengal Malda Cluster	1,00,000

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

4.0 EVALUATION OF BIDS:

- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 For the purpose of this tender, each Cluster shall constitute one independent item of work. The tender comprises 25 clusters.

A bidder may quote for **one or more Clusters** as per their choice in the Price Bid Format (Annexure-VIII). A bidder quoting for any Cluster shall **necessarily quote for all the items/districts** covered under that cluster. Bids not complying with

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the above will not be considered.

- 3.3 Multi-sheet BoQ is used in this tender. This type of BOQ will include separate sheets for quoting for each item i.e. Cluster and the Summary Sheet.

The Price Bid (BOQ) contains the estimated rates for transportation of containerized bagged products through multimodal transportation (combination of road/sea/other modes as applicable) from Plant to storage godowns/ warehouses/ stock points/ sale points/ dealer points located in various districts under each Cluster with separate rates specified for transportation **directly without holding at container hubs** and **after holding at container hubs**, as applicable.

For each Cluster in which the bidder intends to participate, the bidder shall quote for all BOQ line items/districts forming part of that cluster, failing which their offer shall be rejected. For each individual BOQ item under the cluster, the bidder shall quote either an "**Excess (+) %**" or "**Less (-) %**", against the estimated rate provided by FACT for that item. Bidders shall quote the rate only in the Price Bid Schedule enclosed as Annexure - VIII. Price Bids which are submitted in any other format are liable to be rejected.

Based on the separate Excess (+)% or Less (-)% quoted by the bidder for each item, the BOQ shall automatically calculate the corresponding quoted rate for each individual item under the cluster. The total quoted value for each Cluster shall be arrived at by multiplying the quoted rate for each BOQ line item by the corresponding estimated quantity specified in the BOQ and summing the values for all items under that Cluster. *GST shall be extra as applicable based on statutory notifications.*

Financial evaluation shall be carried out **Cluster-wise**. The technically acceptable bidder with the lowest Total Quoted Value in the BOQ for a Cluster shall be selected as the L1 bidder for that Cluster. The work order shall be awarded on a **Cluster-wise basis**.

For a Cluster, the rates quoted for each item/district shall be applicable for transportation of containerized bagged products through multimodal transportation (combination of road, sea and/or other modes, as applicable) from FACT-UC and/or FACT-CD to any storage godown, warehouse, stock point, sale point or dealer point located within the district.

- 3.4 If there is a tie in the L1 position, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders. However, bidders will not be allowed to increase any of the earlier rates quoted by them in the revised bid submitted by them as above

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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 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-XI. IP shall be implemented through the following Independent External Monitors (IEM) 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 is to be sent by Post / Courier to The Assistant General Manager (Materials)T&S, Corporate Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 5.5 & 5.6 below. ***"Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders."***

5.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from DGM(Traffic), FACT UC (Phone- 0484 2567799, 0484-2567759), DGM(Traffic), FACT CD (Phone-0484 2723207) or any officer authorised

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by him.

- 5.6 For any clarification on this enquiry please contact Asst. General Manager (Materials), [Phone- 0484-2568345] or Asst. 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. GENERAL MANAGER (MATERIALS)

List of Enclosures of this NIT is as follows:

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

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ANNEXURE-I

Instructions to Bidders (OPEN e-Procurement)

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

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offer submitted online.

- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly super scribed 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,
Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:

The bid shall be uploaded with all relevant documents, before due date and time in the above portal as given above.

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed Un-priced bid indicating "QUOTED" or "Y" in the applicable columns as prescribed in the Un-priced bid format. Quoted Rates or percentages shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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

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

6.0 BID OPENING:

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

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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](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

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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 at least 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.

The 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

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all Enquiry documents and technical specifications.

11.0 RATES:

11.1 Bidder shall quote his lowest rate for the work strictly as per the price breakup format. Bids not complying with the above are liable to be rejected.

11.2 Bidder shall quote all-inclusive rate for the work. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender. GST, if applicable as per statutory provisions, shall be mentioned separately in the designated field of the price breakup format. The total amount including GST shall likewise be indicated in the relevant field. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly. In the case of Purchase /Work Orders, 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 the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.

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

12.0 SECURITY DEPOSIT:

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

No relaxation/exemption will be given for submission of Security Deposit.

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.

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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.

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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 Eligibility 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 Eligibility criteria) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst. General Manager (Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 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 General Manager

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[Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

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

17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION 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.

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.

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II

Pre-Qualification Criteria for bidders

No	Pre-Qualification Criteria	Documents Required
1	Work Experience The bidder should have successfully executed similar works involving a minimum quantity of 25,000 MT during any one of the last five (5) years ending on the date of enquiry, for any Government Department, Quasi-Government Organization, Public Sector Undertaking (PSU), Public Limited Company, or Private Limited Company. The similar work shall mean execution of any one or more of the following: • Multimodal transportation services • Containerized cargo movement • Coastal shipping logistics • Transportation of bulk and/or bagged commodities such as fertilizers, food grains, cement, sugar, or other similar products.	The bidder shall submit documentary evidence in support of the experience, including: • Copies of Work Orders/Contracts; and • Corresponding Completion/Experience Certificates and Performance Certificates issued by the client/contractee. In the case of ongoing/running contracts, the Performance Certificate shall have been issued subsequent to the date of commencement of the contract and shall clearly indicate the quantity handled/executed and satisfactory performance of the bidder.
2	Financial Capability Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) for Rs. 10.0 Lakh for each Cluster from a Nationalised/ Scheduled Bank along with Part A Bid (Techno commercial Bid). The Solvency Certificate issued shall be within a period of 12 months prior to the date of enquiry or any date subsequent to the date of enquiry. Bidders quoting for more than one Cluster shall furnish a single consolidated Solvency certificate from a single bank.	

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.
2. FACT shall have the liberty to verify the documents/data submitted by the contractor as proof for meeting the pre-qualification from the clients of required.
3. 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.

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

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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:
Telephone/Mobile No:
E-mail ID:
3. Address of Cochin Office:
Telephone No.
E-mail ID
4. Name of Contact Person with whom FACT may correspond
Telephone 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 : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company
8. Name and address of proprietor 1.
/Partners/Directors 2.
3.
9. Category:
i) * Whether the entrepreneur comes under the following status (please tick):

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Micro / Small / medium

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

- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. (please tick) : SC / ST
- iii) Enclose copy of the MSME Registration Certificate.
10. Name / address of the Bank with which bidder has dealings.
11. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's authorisation letter:

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

12. Have you ever been blacklisted by Government: **YES/NO**
Department, Public Sector, Quasi Government Undertaking
13. Any criminal cases pending against you / firm: **YES/NO**
14. Following documents shall also be enclosed:
1. Copy of "Permanent Account Number" (PAN) Card.

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2. Copy of GST Registration Certificate.
3. Copy of document for proof of constitution of your firm
4. Solvency Certificate as per Pre-Qualification Requirement.
5. Integrity Pact as per NIT.

DECLARATION

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

Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

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ANNEXURE- IV

COMPLIANCE STATEMENT

We state that offer is in full compliance with the documents issued against the Enquiry No: MM/181/E34188 dated 16.09.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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ANNEXURE – V

Special Terms and Conditions of Contract

1. Scope of Contract

- 1.1 The contractor shall undertake the work of transportation of bagged fertiliser products from the production units of The Fertilisers and Chemicals Travancore Limited ("FACT") including FACT Udyogamandal Complex, Eloor, Ernakulam District ("FACT UC") and FACT Cochin Division, Ambalamedu, Ernakulam District ("FACT CD") to various destinations across India.
- 1.2 The transportation shall be carried out through a combination of coastal shipping, road and rail movement, depending upon operational and logistical considerations. The contractor shall use multiple modes of transportation
- 1.3 Department head of Traffic Department(s) shall be the Administrator of the contract ("Contract Administrator").
- 1.4 Indicative production capacity: FACT UC comprises one Ammonium Sulphate Plant with production of approximately 900 MTPD, and two Phosphatic Fertiliser Plants (Factamfos/DAP/ZnFF etc.) with combined production ranging from approximately 360 to 750 MTPD depending upon product configuration. Bidders shall factor this in while assessing daily/monthly vehicle and container requirements. The present production capacity of Cochin Division is Approximately 2000 MTPD, likely to be revised.

1.5 Scope of activities:

- (a) The contractor shall arrange for placement of suitable empty standard 20 ft containers at FACT-UC/FACT-CD as per the Despatch Instruction (DI) issued under Clause 2, transportation of loaded containers to the port/railhead of loading, coordination for shipment through coastal vessels/rail, handling at discharge ports/railheads, and inland transportation up to the designated storage/delivery locations.
- (b) Safe movement and placement of trucks at loading points inside plants shall be ensured by the contractor. The contractor shall be penalised for violations of company policy or collateral damage caused inside the company.
- (c) Loading of goods (stuffing) in containers shall be undertaken by FACT.

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- (d) Sealing of containers shall be done by the contractor. The tamper proof seals for this purpose shall be arranged by the contractor.
- (e) Transportation of containers from FACT UC/FACT CD, after weighment and invoicing, to various destinations, including but not limited to transportation from FACT UC/CD to port/rakepoint, shipping the container including documentation activities such as preparation of bill of coastal goods/RR, transshipment activities if any, unloading at destination ports/railheads, and transportation from destination ports to the concerned delivery address.
- (f) Unloading of fertiliser bags from containers at destinations.
- (g) The contractor shall be responsible for timely placement, evacuation, transportation of containers and unloading.
- (h) The contractor shall be responsible for the goods from the point of invoicing at FACT UC/FACT CD to the destinations.
- (i) All charges incurred after loading of bagged fertilisers from FACT UC/FACT CD to unloading at destinations shall be borne entirely by the contractor.

1.6 Loading of fertiliser bags at FACT UC/CD shall be carried out by FACT, and the contractor shall be responsible for timely placement, evacuation, and transportation of containers. All other incidental expenses, including but not limited to local levies, tolls, port charges, handling charges at ports, demurrage and wharfage costs, any customary expenses, or any other charges shall be borne entirely by the contractor. Rates quoted shall be inclusive of these charges and no further discussion shall be entertained after finalisation of the tender.

1.7 Period of Contract

The period of contract shall be for 1 year from the date of commencement of work as stipulated in the work order.

2. Despatch Instructions and Placement of Vehicles

The despatch of bagged fertiliser products from FACT UC/CD to different destinations in containers is to be carried out based on the Despatch Instruction(DI) provided to the vendor from time to time.

This DI will be issued through email/web portal provided. The vendor shall check the same on regular basis. FACT will not be responsible for non-receipt of emails by the vendor.

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A DI shall be a combination of Despatch against Stock Transfer Order (2.1) and Despatch Against Sale order (2.2).

A DI provided will be a minimum of 1000 MT per cluster to facilitate grouping of containers. However for clusters where total quantity is less than 1000 MT, the minimum quantity will be the total quantity for that cluster. Multiple DIs may be provided in a month for a cluster as per the requirement of FACT.

2.1 For Despatch against Stock Transfer Order (Movement after storing in container Hubs)

- 2.1.1 FACT shall provide Despatch Instruction (DI) to different destinations from its production units, as per market requirements.
- 2.1.2 The contractor shall place vehicles with containers against the DI on a daily basis, after coordinating with the Traffic Department regarding production availability.

2.2 For Despatch against Sale Order (Direct Movement without container hubs)

- 2.2.1 The sale order will be issued to individual destinations from its production units, as per market requirements.
- 2.2.2 This sale order shall be communicated to the multimodal transport contractor. The contractor shall place 20ft containers on trucks at respective plants (UC/CD) as mentioned in the sale order.
- 2.2.3 After loading and invoicing the contractor shall transport these containers to the destination directly and arrange unloading of the materials at the destination.

2.3 Placement of Vehicles Other details

- 2.3.1 The contractor shall place the containers at UC/CD loading points continuously after receiving the Despatch Instructions.
- 2.3.2 The contractor shall arrange to lift the entire quantity of DI within 5 days from FACT failing which they will be liable to pay Liquidated Damages(LD) as per clause 13 of the contract.
- 2.3.1 The contractor shall provide necessary provision for tracking of containers. Where required by FACT, the contractor shall provide APIs, as per FACT's requirement, to enable tracking of containers.

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2.3.2 The contractor shall, if instructed by FACT, use the web application or other method/platform provided by FACT for placement of vehicles and related communication.

2.3.3 Failure of the contractor to use the prescribed web application, tracking system, or API integration when instructed by FACT shall be treated as a breach of contract and may, at the discretion of the Contract Administrator, attract Liquidated Damages or other action under the contract, including termination.

3. Familiarisation with Work and No Claim

3.1 The bidder shall be deemed to have fully acquainted himself with the nature and scope of work, routes, port conditions, seasonal variations, operational constraints, and all other factors affecting execution of the contract before submission of the bid.

3.2 No claim whatsoever shall be entertained at any stage on the grounds of lack of knowledge, misunderstanding of conditions, or unforeseen difficulties in execution of the work, and the contractor shall be bound to execute the work at the agreed rates under all circumstances.

4. Rates and Commercial Conditions

4.1 The bidders shall quote their rates against the districts grouped as cluster by FACT. The bidders must quote rates for all the districts in a particular cluster.

4.2 The rates quoted by the contractor shall be firm, all-inclusive, and shall remain valid for the entire period of the contract, including any extension thereof, and shall cover all components of the work including inland transportation, sea freight, handling, coordination, and all incidental expenses.

4.3 All incidental expenses, whether legal or otherwise, arising in connection with execution of the contract shall be borne entirely by the contractor, and no additional claim on any account shall be entertained by FACT.

4.4 No escalation in rates shall be permitted on any account whatsoever, including but not limited to variation in distance, fuel prices, port congestion, delays, or operational difficulties.

4.5 The contractor shall not be entitled to any additional compensation for delays or hindrances encountered during execution of the contract.

5. Deviation and Acceptance of Tender Conditions

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- 5.1 The bidder shall submit the offer strictly in accordance with the terms and conditions of the tender, and any deviation, counter condition, or conditional offer shall render the bid liable for rejection without further correspondence.
- 5.2 Submission of the bid shall be deemed as unconditional acceptance of all terms and conditions of the tender.

6. Rights of FACT

- 6.1 FACT reserves the absolute right to reject any or all bids without assigning any reason whatsoever, and no claim shall lie against FACT on this account.
- 6.2 FACT further reserves the right to accept the tender either in full or in part, to split the work among one or more contractors, to negotiate with any bidder including the lowest bidder, and to award the work in such manner as deemed fit in the interest of FACT.
- 6.3 The decision of FACT in all matters relating to evaluation of bids, award of contract, and execution of the work shall be final and binding on the contractor.

7. Disqualification and Termination

- 7.1 Any bid shall be liable to rejection if the bidder furnishes false information, suppresses material facts, or fails to comply with the requirements of the tender.
- 7.2 Bids received from parties having business association with FACT fertilizer dealers, or having undisclosed relationship with FACT employees, shall be liable for rejection.
- 7.3 If any such relationship or conflict of interest is established at any stage, either before or after award of the contract, FACT reserves the right to terminate the contract forthwith without notice.

8. Conflict of Interest

- 8.1 The contractor shall not act as a fertilizer dealer of FACT during the pendency of the contract.
- 8.2 Any direct or indirect financial or business association with FACT dealers shall render the contract liable for termination.

9. Containers and Cargo Responsibility

- 9.1 The contractor shall provide containers that are clean, dry, and suitable for

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transportation of bagged fertilisers, and shall ensure that the containers are in sound condition.

- 9.2 The contractor shall be fully responsible for safe transportation of the cargo and shall take all precautions to prevent moisture ingress, pilferage, contamination, and physical damage.
- 9.3 The container must provide a Unique no. for identification.
- 9.4 The container tracking system with APIs may be provided to FACT as and when required.

10. Transit Time (to Storage Location)

- 10.1 The total free transit time allowed from the date of loading of containers at FACT UC/CD to arrival of the containers at the designated storage location shall be as follows. The transit time shall count from the date of placement of DI.

State	Transit Time (days) — FACT UC/CD to storage location
Karnataka	Up to 10 days
Tamil Nadu	Up to 10 days
Maharashtra	Up to 13 days
Andhra Pradesh	Up to 13 days
Telangana	Up to 14 days
Odisha	Up to 16 days
West Bengal	Up to 18 days

- 10.2 The above duration shall include plant-to-port transportation, port handling (including container yard (CY) holding), sea transit, and inland transportation to the designated storage location.

11. Storage and Delivery

DIs comprising of stock transfer orders and sale orders shall be issued for various storage locations, in accordance with Clause 2.

11.1 Delivery of Goods Transferred Against Sale Order

- 11.1.1 In case of sale orders, the contractor shall directly move the material from FACT UC/CD to the concerned storage location/godown/dealer
- 11.1.2 Delivery shall be made within the transit time mentioned in Clause 10.

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In case of delivery made after the stipulated period, LD will be applicable as per clause 13 of the contract.

11.2 Delivery of Goods Transferred Against Stock Transfer Order

- 11.2.1 The contractor shall move the materials to destinations and shall hold containers at container hubs for a period of 30 days. This period shall include the transit time specified in clause 10.
- 11.2.2 On expiry of the 30-Days period, the contractor shall deliver the materials to the respective storage location within 2 days without further reference and at no additional cost to FACT.
- 11.2.3 Concerned Sales officers at each destination may provide, within the 30-day period, sale orders directing delivery of goods to any point within the cluster.
- 11.2.4 The contractor shall effect such deliveries immediately upon receipt of the sale order instructions from the sales officers. Such deliveries shall also be completed within 2 days of receipt of sale order.
- 11.2.5 Communication regarding early delivery from Hubs or sale orders shall be issued by sales officers through the web application or e-mail, with intimation to the Traffic Department.
- 11.2.6 Any delay by the contractor in giving effect to instructions under Clause 11.2.2, or in delivering to the storage location under Clause 11.2.4, shall be treated as a delay in delivery and shall attract Liquidated Damages under Clause 13.
- 11.2.7 The payment shall be made against the rate quoted for the final delivery district.

12. Risk, Loss and Liability

- 12.1 The contractor shall be fully responsible for the safety and security of the cargo from the time of invoicing of the goods at FACT UC/FACT CD until delivery at the destination (whether at the storage location or the actual delivery point per a sale order, as applicable).
- 12.2 Any loss, or damage to the cargo during transit or storage shall be to the contractor's account.
- 12.3 In the event of loss/damage of goods, recovery shall be effected at one hundred and ten percent (110%) of the Maximum Retail Price (MRP) + Govt. of India

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Subsidy of the fertiliser, and such recovery shall be made from the contractor's bills, security deposit, or any other dues payable.

- 12.4 The assessment of loss or damage by FACT shall be final and binding on the contractor.

13. Liquidated Damages

- 13.1 Non-lifting of quantity as per the DI/Order shall attract Liquidated Damages (LD) at the rate of Rs. 80 per MT. LD for non-lifting shall be assessed on a monthly basis.
- 13.2 The contractor shall adhere strictly to the transit time stipulated in Clause 10 and the delivery obligations stipulated in Clause 11.
- 13.3 In the event of delay in arrival at the storage location beyond the transit time stipulated in Clause 10 (applicable for SO delivery clause 11.1), or delay in delivery beyond the timelines stipulated in Clause 11.2, the contractor shall be liable to pay LD at the rate of Rs.2000 per container per day of delay.
- 13.4 Quantity delivered after the applicable delivery period shall be treated as non-delivery, at the discretion of the Contract Administrator, and LD under Clause 13.3 shall apply accordingly.
- 13.5 In case of abnormal delay or failure to deliver the cargo, FACT reserves the right to cancel the shipment and arrange transportation through alternate means at the risk and cost of the contractor.
- 13.6 The imposition of Liquidated Damages shall be without prejudice to any other rights or remedies available to FACT under the contract.

14. Security Deposit and Risk & Cost

- 14.1 Successful bidders (Contractors) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** within 15 days of the receipt of the work order/Letter of Intent as detailed in clause 02 of Standard Terms and Conditions of Contract (Annexure-VI).
- 14.2 **No relaxation/exemption will be given for submission of Security Deposit.**
- 14.3 In the event of failure of the contractor to perform the contract in whole or in part, FACT shall have the right to execute the work through alternate means at the risk and cost of the contractor, and recover the additional expenditure incurred.
- 14.4 The Security Deposit shall remain at the entire disposal of FACT, as a security

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for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above

15. Documentation and Bill Submission

- 15.1 The contractor shall submit all required documents including lorry receipts, bills of lading or sea waybills, e-way bills, and proof of delivery as required by FACT.
- 15.2 Freight bills shall be submitted by the contractor at the end of each month, backed by valid acknowledgement in hard copy of the FACT invoice by the concerned FACT official, bearing the seal/stamp of the recipient acknowledging receipt.
- 15.3 The GRN raised by the officer against the Traffic dispatch shall be used for processing of the invoice. However, payment shall be processed only after submission of the invoice acknowledged by the concerned officer as per Clause 15.2.
- 15.4 Bills pertaining to a month shall be submitted by the contractor within the last date of the succeeding month. Bills submitted beyond this timeline shall be liable for such treatment, including delay in processing, as the Contract Administrator deems fit.
- 15.5 No duplicate copy of invoice shall be provided by FACT under usual circumstances. Duplicate invoices may be issued only at the discretion of the Contract Administrator.
- 15.6 No payment shall be processed unless complete and satisfactory documentation, as above, is submitted.

16. Statutory Compliance

- 16.1 The contractor shall comply with all applicable statutory provisions including GST regulations, port rules, shipping laws, and transport regulations.
- 16.2 Any liability arising due to non-compliance by the contractor, including denial of input tax credit to FACT, shall be recovered from the contractor.

17. Payment Terms

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- 17.1 Payment shall be made in accordance with, and subject to, Clause 15 (Documentation and Bill Submission).
- 17.2 FACT reserves the right to deduct from the contractor's bills any amount due on account of loss, damage, liquidated damages, or statutory recoveries.
- 17.3 Only one claim against single container will be considered for making the payment and the rate shall be for the final delivery district.

18 Force Majeure

In case the bagged fertilizer products are held up en-route due to any break-down or accident or Force Majeure conditions or any other reason such as seizure of vehicle by Govt. or Non Govt. agencies, the matter shall be intimated to the Department heads of Traffic UC and CD immediately. In situations that are entirely beyond the control of the Contractor, the Department heads of Traffic UC and CD as the case may be, at his sole discretion, extend the transit periods. The contractor himself shall resolve all necessary proceedings if required for incidents related to such issues in transit.

19. Insurance of Goods

- 19.1 The contractor shall, at his own cost and responsibility, arrange and maintain adequate transit insurance covering the full value of the cargo, from the point of invoicing of goods at FACT UC/FACT CD until unloading of goods at the destination, including inland transportation, port handling, sea transit, and storage .
- 19.2 The insurance policy shall comprehensively cover all risks including, but not limited to, loss, damage, shortage, pilferage, moisture damage, handling damage, and marine perils.
- 19.3 The insurance shall be taken in a manner such that the interests of The Fertilisers and Chemicals Travancore Limited are fully protected, and the policy shall be assigned in favour of FACT or endorsed accordingly.
- 19.4 The contractor shall submit a copy of the valid insurance policy to FACT prior to commencement of operations and shall ensure continuous validity of the same throughout the contract period.
- 19.5 In the event of any loss or damage to the cargo, the contractor shall be solely responsible for lodging and pursuing insurance claims, and settlement of such claims shall not absolve the contractor of his liability under the contract.

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- 19.6 Notwithstanding the insurance coverage, the contractor shall remain fully liable for any loss, damage, of goods, and FACT shall have the right to recover the same in accordance with Clause 12, including recovery at 110% of MRP + Govt. of India Subsidy in case of loss.

20. General Conditions

- 20.1 FACT reserves the right to modify the tender conditions, issue corrigendum, or extend the due date at any stage.
- 20.2 Mere submission of a bid shall not confer any right on the bidder for award of the contract, and FACT's decision in this regard shall be final.
- 20.3 The contractor shall strictly comply with all instructions issued by FACT from time to time during the execution of the contract.
- 20.4 FACT reserves the right to review and audit, at any time during the contract period, the tracking data, GRNs, delivery records, and related documentation maintained by the contractor under this contract.

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

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Annexure-VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS:

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

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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:

2.1 Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** through 'State Bank Collect' portal using the link given below.

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

- The link is also available on of 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 uploaded along with the offer submitted online.
- Alternatively, SD remittance can also be made through the "[Payment Gateway for direct remittances](#)" available in our website.

2.2 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.

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2.3 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.

2.4 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

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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

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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

a) 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. In case FACT is to incur any expenditure/loss in the capacity as Principal

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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.

b.) Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.

c.) The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and

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submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

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

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FACT CORPORATE MATERIALS	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement	Enq.No: MM/181/E34188 dated 16.09.2026
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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.

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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 P R I C E B I D

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NOTE: Please do not indicate any rates in this format. Bidders quoting for any Cluster shall Mark “Y” against blank cells provided corresponding to that Cluster

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

BOQ Summary: BoQ1

BoQ Summary Sheet-BoQ1		
Sl No.	CLUSTERS	Please mark ‘Y’ against the quoted cluster
1	Andhra Kakinada Cluster	
2	Andhra Krishnapattanam Cluster	
3	Andhra Vizag Cluster	
4	Karnataka Bagalkot Cluster	
5	Karnataka Bangalore Cluster	
6	Karnataka Mangalore Cluster	
7	Karnataka Mysore Cluster	
8	Maharashtra Aurengabad Cluster	
9	Maharashtra Bhusawal Cluster	
10	Maharashtra Mumbai Cluster	
11	Maharashtra Nagpur Cluster	
12	Odisha Balasore Cluster	
13	Odisha Jharsuguda Cluster	
14	Odisha Koraput Cluster	
15	Odisha Paradip Cluster	
16	Telangana Hyderabad Cluster	
17	Telangana Nagalapalli Cluster	
18	Telangana Raipur Cluster	
19	Tamil Nadu Chennai Cluster	
20	Tamil Nadu Coimbatore Cluster	
21	Tamil Nadu Salem Cluster	
22	Tamil Nadu Tuticorin Cluster	
23	West Bengal Durgapur Cluster	
24	West Bengal Kolkata Cluster	
25	West Bengal Malda Cluster	

INSTRUCTIONS TO BIDDERS FOR SUBMITTING THE PRICE BID (BOQ)

Please read the below given instructions carefully before submitting the price bid. For any clarifications of doubts, you can contact Asst General Manager (Materials-T&S), [Phone No 0484-

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256-8345; jayakumarp@factltd.com] or Deputy. Manager (Materials)-T&S [Ph.: 0484-256-8273/aneeshya@factltd.com], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501. Complaints after bid submission will not be entertained.

- I. Multi-sheet BoQ is used in this tender. For the purpose of this tender, each Cluster shall constitute one independent item of work. The tender comprises 25 clusters. The BOQ consists of separate sheets for quoting for each item i.e. Cluster and a BoQ summary sheet (BoQ1). Hence the BOQ contains a total of 26 separate sheets.
- II. The primary sheet of the BoQ i.e. BoQ1 is the summary sheet where the total quoted value for each Cluster will be displayed automatically. **Bidders are not required to enter any values (Rates) in the summary sheet.** The quoted values for each Cluster will be auto-populated based on the inputs provided in the respective Cluster-wise BOQ sheets quoted. Bidders shall only enter the basic details in the summary sheet i.e. GSTIN, Name of the bidder and State/Place and verify the auto-populated values before submission.
- III. In the BOQ sheet for each Cluster, the estimated rates are shown for each item (district) within the cluster with separate rates specified for transportation directly without holding at container hubs and after holding at container hubs.
For each Cluster in which the bidder intends to participate, the bidder shall quote for all BOQ line items/districts forming part of that cluster, failing which their offer shall be rejected. For each individual BOQ item under the cluster, the bidder shall quote either an "Excess (+) %" or "Less (-) %", against the estimated rate provided by FACT for that item. Bidders shall quote the rate only in the Price Bid Schedule enclosed as Annexure - VIII. Price Bids which are submitted in any other format are liable to be rejected
- IV. Based on the separate Excess (+)% or Less (-)% quoted by the bidder for each item, the BOQ shall automatically calculate the corresponding quoted rate for each individual item under the cluster. The total quoted value for each Cluster shall be arrived at by multiplying the quoted rate for each BOQ line item by the corresponding estimated quantity specified in the BOQ and summing the values for all items under that Cluster. ***GST shall be extra as applicable based on statutory notifications.***
- V. For a Cluster, the rates quoted for each item/district shall be applicable for transportation of containerized bagged products through multimodal transportation (combination of road, sea and/or other modes, as applicable) from FACT-UC and/or FACT-CD to any storage godown, warehouse, stock point, sale point or dealer point located within the district.
- VI. Please note that the UoM for the work is "MT"

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- VII. **Bidder quoting for a Cluster shall Mark “Y” in the blank cell provided corresponding to that Cluster in the UN-PRICED COPY OF P R I C E B I D (Annexure VII) above and submit along with Part A bid.**
- VIII. Bidders shall quote the rate only in the Price Bid Schedule enclosed as Annexure - VIII. Price Bids which are submitted in any other format are liable to be rejected.
- IX. If it is found and verified that bidder has committed any kind of malpractice while filling up the BOQ, he/she shall be immediately disqualified without further notice.

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)

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ANNEXURE – VIII

PRICE BID (PART-B)

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

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ANNEXURE-IX

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

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

We, the said Bank, do hereby 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

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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 ofTwo thousand and Twenty

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X

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.

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ANNEXURE -XI

INTEGRITY PACT

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

- 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.
- 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.
- The Principal will exclude from the process all known prejudiced/interested persons.

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

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Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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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)

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FACT CORPORATE MATERIALS	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement	Enq.No: MM/181/E34188 dated 16.09.2026
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If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

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

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

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

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

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

(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

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FACT CORPORATE MATERIALS	Multimodal Transportation Contract for movement of bagged fertilizer in containers from both FACT Udyogamandal Complex (UC) and Cochin Division (CD) plants to various Clusters in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Maharashtra, Odisha, and West Bengal for delivery of materials through containerized movement	Enq.No: MM/181/E34188 dated 16.09.2026
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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)
(Office Seal)

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

Place:

Date:

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

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

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