

FACT CORPORATE MATERIALS	TRANSPORTATION OF ROCK PHOSPHATE / SULPHUR FROM Q-10 BERTH / INSTALLATION, W.ISLAND TO COCHIN DIVISION, AMBALAMEDU BY ROAD	ENQUIRY. No. MM/181/E24630 dated 06.01.2022
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,
CORPORATE MATERIALS,
FACT-PD ADMINISTRATION BUILDING
UDYOGAMANDAL, KOCHI- 683 501 (KERALA)**

Tel: (0484) – 256 8273/ 8260
E-mail: julian@factltd.com; aneeshya@factltd.com
Website: <http://www.fact.co.in>

**Transportation of Rock Phosphate/Sulphur from Q-10 Berth/Installation, W.Island to
Cochin Division, Ambalamedu by Road**



Enquiry No. MM/181/E24630 dtd. 06.01.2022

FACT invites Online Bids (TWO PART) for undertaking the work of Transportation of Rock Phosphate/Sulphur from Q-10 Berth/Installation, W.Island to FACT Cochin Division, Ambalamedu by Road using tippers for a period of one year, through <https://eprocure.gov.in>.

Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bids is **21.01.2022 / 3.00 P.M.**

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

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

NOTICE INVITING e-TENDERS

Online bids (two part) are invited from experienced and financially sound contractors for undertaking the work of transportation of 50,000 MT Bulk Rock Phosphate/ Sulphur from Q-10 Berth / Installation, W.Island to Cochin Division, Ambalamedu by tippers for a period of one year, through <https://eprocure.gov.in> portal. The details of works are described in the Scope of Work (**Annexure-IV**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), Standard Terms and Conditions of Contract(**Annexure-V**) and Special Terms & Conditions of Contract(**Annexure-IV**) applicable for the proposed contract.



Only bidders who can commence the work immediately on issue of LOI/Work Order by FACT need quote.

**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/E24630 dated 06.01.2022
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	21.01.2022 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	24.01.2022 / 10.30 AM
Name of Work/Description	TRANSPORTATION OF ROCK PHOSPHATE / SULPHUR FROM Q-10 BERTH / INSTALLATION, W.ISLAND TO COCHIN DIVISION, AMBALAMEDU BY ROAD
EMD	Rs. 1,00,000/- by NEFT/RTGS
Security Deposit	3% of the total contract value
Period of contract	1 year from date of commencement of work as per LOI/Work order.
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mrs. Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr. Julian R, Tel: +91 484 256 8260, e-mail: julian@factltd.com

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

3.0 EVALUATION OF BIDS:

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

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

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



4.0 SPLITTING UP OF WORK:

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

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

5.0 DISQUALIFICATION

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

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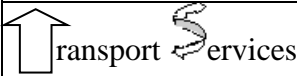

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6.0 GENERAL

- 6.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.
- 6.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 6.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive
- 6.4 Any information on site familiarization / nature of work, if required by the bidders, can be had from Dy General Manager (WI) - FACT W.Island (Ph: 0484 – 2668165/2666739) or any officer authorised by him..
- 6.5 For any clarification on this enquiry please contact Asst.General Manager (Materials)-T&S, [Phone- 0484- 2545196, 2568260] or Asst.Manager(Materials)-T&S (Ph: 0484 – 2568273), CENTRALISED MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501. The bidders are advised to get themselves informed of all details they require regarding the work, before submitting their bids.

For The Fertilisers and Chemicals, Travancore Limited

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

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FACT
CORPORATE
MATERIALS

**TRANSPORTATION OF ROCK PHOSPHATE /
SULPHUR FROM Q-10 BERTH / INSTALLATION,
W.ISLAND TO COCHIN DIVISION, AMBALAMEDU BY
ROAD**

ENQUIRY. No.
MM/181/E24630
dated 06.01.2022

List of Enclosures of this NIT is as follows:

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

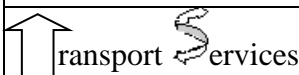
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Transport Services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**





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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

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

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submitted to the following on or before the due date :
The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

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



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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. 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” in the applicable columns. Rates shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). 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 etc. as applicable.

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

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avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.

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

6.0 BID OPENING:

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

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

7.0 EARNEST MONEY DEPOSIT:



7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through NEFT/RTGS to **FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158**. A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected**. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and 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.

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

8.0 PURCHASE PREFERENCE:

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

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failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

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

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

This tender is divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:



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

11.0 Rates:

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

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

- 11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST**. GST if applicable, will be payable extra by FACT as per statutory notification.
- 11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If

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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:

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



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

13.0 PURCHASER'S RIGHT:

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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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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.

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

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reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.

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



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENSION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II

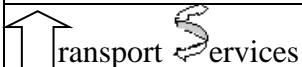

Pre-Qualification Criteria for bidders

Pre-qualification Criteria to be met by the bidders:

1. Bidder must have experience in road transportation of not less than 4000 MT of bulk materials by tippers during any one of the last five years, as on date of tender. Bidder shall enclose copies of (i) Work order supported by corresponding (ii) Experience certificate and (iii) Performance certificate (enclose all three against each work) issued by the contractee with Part A bid as documentary evidence. For this purpose the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts., which do their work mainly through public contracts shall be considered for acceptance
2. The bidder shall offer sufficient no. of tippers, which are suitable for undertaking the above work. Details of the tippers proposed to use for the work shall be indicated in the format mentioned in clause 16.0 of vendor data updation form (Annexure III) .
3. Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) for a minimum of **Rs. 4.00 lakhs** from a Nationalised/ Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.
4. Bidder must have an office in Cochin or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to coordinate day-to-day activities with FACT.

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

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

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ANNEXURE-III

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



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

1. Name of the Bidder:
2. Address of the Bidder:

Telephone No.
Fax No.
E-mail ID
3. Address of Cochin Office :

Telephone No.
Fax No.
E-mail ID
4. Name of Contact Person at Cochin Office:
with whom FACT may correspond

Telephone No.
Fax No.
5. Name of the person authorised to :
sign the Bid and related documents
6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)
7. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company
8. Name and address of proprietor 1.
/Partners/Directors 2.
3.
9. Category:
i) * Whether the entrepreneur comes under Micro / Small / medium
the following status (please tick):

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*** In case of Micro/Small pl. enclose Udyam certificate. All MSE bidders shall register / declare their Udyam Registration Numbers 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

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

11. Financial Worthiness

- i) Name Address & Tel. Nos. of Bank with which the Bidder has financial dealings
ii) Details of credit limits/ facilities enjoyed.

(Please submit Certificate from the Bank)

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



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

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

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

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

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss(Rs.)
1	2018-19		
2	2019-20		
3	2020-21		

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

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

S.No.	Year	Total Capital employed (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2018-19				
2	2019-20				
3	2020-21				

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

15. Details of experience in transporting not less than 4000 MT of bulk materials by road using tippers during any one of the last five years, as on date of tender as required in PQ criteria no 1:

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

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



16.0

Information about the Tippers
(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

16.1 Details of Tippers proposed to be used for the subject work (owned /under control with Reg.Nos., Model and capacity .

16.2 Owned in the name of Propreitor / Company/ Partners:

SI No	Reg No	Model	Approved capacity of the vehicle (MT)

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16.3 Taken on Lease:

SI No	Reg No	Model	Approved capacity of the vehicle (MT)

16.4. **Minimum quantity which can be transported in a day: ----- MT/day**

17.1 Own facilities available for repair of tippers:

17.2 No. of Office staff :

17.3 No. of skilled workers :

17.4 No. of unskilled workers :



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

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

19. **Mobilization time required for commencement of work : days
from date of our Letter of Intent(LOI)/Work
Order (Max. 3 days)**

20. Following documents shall be enclosed:

1. Copy of Permanent Account Number (PAN) Card, if any.
2. Copy of GST Registration Certificate.
3. Copy of document for proof of constitution of your firm
4. Copies of Work order supported by corresponding Experience and Performance certificates from organisations served as indicated in PQC 1, shall be furnished.
5. Information about tippers as indicated in clause 16.0 above
6. Solvency Certificate as per Pre-Qualification Requirement.
7. Copy of Audited Profit & Loss Account and Audited Balance Sheet for years 2018-19, 2019-20 & 2021-22.

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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

Special Terms and Conditions of Contract

1. Definitions:

"FACT" shall mean The Fertilizers and Chemicals Travancore Limited, with registered office at Udyogamandal, Kochi and its operating Divisions located at Udyogamandal and Ambalamedu.

"Contractor" shall mean the firm/company/individual, who has been awarded the work order (Contract) against their bid in response to the enquiry issued by FACT and shall be deemed to include their representatives, heirs, executors and administrators successors and permitted assignees of such person(s), firm or company.

The "Contract" shall mean and include the Notice Inviting Tender (NIT), the instructions to the Bidders, the tender with its schedules, the letter of intent accepting the tender, the terms and conditions of Contract, directions and comments conveyed in writing in the Work-order, its subsequent variations if any, authorized contract documents, or such other documents / specifications as may be prescribed by FACT.

The term "Bidder" shall mean the person(s), firm, or company who respond to the NIT by offering duly filled and signed tender in the prescribed format(s) attached hereto and shall includes their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

2. Period of Contract:



The contract period will be One Year from the date of commencement of work as per LOI/Work Order.

3. Scope of work / Quantity:

Transportation of Bulk Rock Phosphate/ Sulphur from Q-10 Berth / Installation, W.Island, to FACT Cochin Division, Ambalamedu with Tippers having leak proof body. The scope of work shall include proper leveling of the heaps of material in the loaded tippers, covering the material with the contractor's tarpaulins, lashing, placement of the tippers in any orientation as per the requirement of FACT and weighing of each tipper for every trip for taking tare weight and gross weight both at the dispatching and receiving ends and unloading at FACT Cochin Division. The total quantity to be transported is 50,000 MT for a period of one year. The minimum quantity transported shall be 500 MT per day. The transporter shall receive instructions for transportation either from DGM (WI) or any other officer authorized by DGM (WI).

Each tipper shall be weighed at the weighbridge at Q-10 Installation, W.Island. The cargo will again be weighed at the weighbridge at FACT Cochin Division, Ambalamedu. The contractor will be responsible for shortfall in the quantity transported.

The quantities for transportation as indicated above may vary depending upon the FACT's requirements. However, the Contractor is liable to mobilise enough tippers for

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transportation. There is no guarantee to the Contractor for the quantities indicated above. The Contractor shall have no claim for idling of equipments/workmen engaged by him and for any loss of revenue due to reduction in quantity offered for the work.

Signing of FACT's transit documents (Despatch Notes) by the contractor's representatives shall be deemed to be the acknowledgement of receipt of goods on behalf of the contractor. The contractor is entirely responsible for the safe carriage and delivery of materials entrusted with him and shall compensate FACT for any shortage, damage or non-delivery of the materials at the rates decided by FACT. FACT reserves the right to realize such compensation by appropriating from the contractor's bills / security deposit or by other means.

The contractor shall check each consignment received from FACT for apparent damages and notify promptly the shortages, damages etc. to appropriate authorities in writing and shall obtain a certificate and hand over the same to the authorized representative of FACT.

While transporting by road, the Contractor shall ensure that there is no leak of rock phosphate/sulphur through the openings in the truck. Also the material shall be adequately covered so that dust shall not leak from the top. This is to be ensured by the contractor in view of the environmental problems. The contractor shall be responsible for the safe operation as mentioned above and for any fallout arising due to default of the above. The quantity shown is only approximate and the actual quantity to be moved will be based on requirement and logistics.



4. The rates shall be firm for the period of contract. However, during this period increase / decrease in the transport rates shall be applicable if the price of High Speed Diesel (HSD) oil is increased/decreased. The revision formula applicable shall be at the rate of 2.5 paise per MT per KM for 1 Rupee per Litre increase or decrease in price of HSD oil calculated for one-way distance. The revision in the contracted rate shall be calculated in this proportion i.e. if the increase or decrease is only 50 paise per litre, the rate shall be increased/decreased by 1.25 paise per MT /KM calculated for one-way distance. Diesel price variation shall be averaged (Simple) for the completed billing period and revised rates shall be applicable for that completed billing cycle.

For the purposes of calculation of variation in rates, the HSD price at Cochin on the date of Part-A bid opening shall be the base rate and distance for one way (from the place of loading to place of unloading) is as follows:

From Q-10 W. Island to FACT Cochin Division at Ambalamedu- 23 Kms

The rates shall be exclusive of GST, and GST shall be payable extra by FACT as per statutory notifications.

5. **Agreement:** The successful Bidder shall be required to execute an Agreement with FACT, on Rs 200/- Stamp paper in the pro forma as specified by FACT within 15 days of the receipt by him of the Work order issued by FACT
6. **Security Deposit:** The Contractor shall remit **3% of the total contract value** as per the work order as interest free Security Deposit (SD) by DD/NEFT/RTGS or furnish a

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Bank Guarantee issued by a Nationalised/ Scheduled Bank as per the Proforma prescribed by FACT, for equivalent amount within 15 days of issue of work order by FACT. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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



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

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

7. Contractor shall obtain passes for himself, his workers and representatives for entry inside the factory compound and Cochin Port. Contractor shall pay all toll charges in connection with the transportation of cargo.

8. OPERATING DETAILS



- 8.1 The Contractor shall commence the work immediately on receipt of the Letter of Intent / work order from FACT, as the liability to perform the contract will begin immediately on the receipt thereof.
- 8.2 The Contractor shall keep sufficient number of tippers for the work in good working condition to commence and complete the work expeditiously and to ensure transportation of cargo in a smooth manner.
- 8.3 The Contractor shall maintain all required documents of the tippers employed for the transportation and the same shall be submitted to FACT if called for.
- 8.4 The Contractor shall make available the required number of tippers for daily movement of quantity required by FACT as specified by DGM(WI) or any officer authorized by him (subject to the minimum capacity offered in his bid and as indicated in the work order, if any) on receipt of oral/written instruction from the above mentioned officer. These tippers shall be deployed to suit the need/requirements of FACT for the movement of rock phosphate/sulphur. In case the contractor fails to make available the number of tippers required as above, liquidated damages at Rs.30 per MT for the shortfall in the quantity shall be recovered by the bill certifying authority from Contractor's bills or from any amounts due to the contractor subject to Clause 11 of Standard Terms and Conditions. However the above LD clause will be applied only if demurrage is

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incurred for the ship then being unloaded at Q10.

- 8.5 The contractor shall ensure safe transportation of cargo from the warehouse at FACT Q-10 Installation to the warehouse at Cochin Division, Ambalamedu. He will be responsible for any accidents caused enroute. In case of any spillage material noticed on the road, the contractor should ensure removal of the same. If the contractors fails to do so, then FACT will arrange the same and the cost will be deducted from the contractor's bills.
- 8.6 The contractor will be responsible for any shortfall in the quantity transported.
- 8.7 The Contractor shall be fully liable for any loss or damage to the cargo arising as a consequence of negligence, on his part, and or on the part of his employees, supervisors, labourers etc. The amount of such losses or damage shall be determined by FACT and FACT reserves its right to recover the amount from the pending bills and the balance will be payable by the Contractor.
- 8.8 The Contractor shall undertake transportation on all days including Sundays and holidays round the clock.
- 8.9 The Contractor will be responsible, while goods are in his custody, (i.e. from the time the material is loaded to the tippers till the same is transported and unloaded at the FACT Cochin Division Ambalamedu storages), for any deteriorations, losses. The Contractor shall be vigilant and ensure that the spillage or any losses during transporting operations are minimal. Tippers will be covered by tarpaulins to avoid pollution / spillage /material getting wet.
- 8.10 The Contractor shall not have any right or lien on the cargo and other properties entrusted to him by FACT during handling operations.
- 8.11 The Contractor should maintain all required statutory records in respect of their employees, workers engaged by them. The Contractor is responsible to make compensation to the labour employed by them or on their behalf, for injuries, accidents, caused during the course of any of the operations covered or incidental to performance of the contract.
- 8.12 The Contractor shall be liable to pay all damages and expenses suffered or incurred by FACT due to his negligence to perform any of the services mentioned in the contract or due to any action of his employees.
- 8.13 The Contractor will be required to do any of the services incidental to the work as per the work order and cannot refuse to perform on the ground that no specific mention of it or rate has been provided for such an operation or service in the contract.
- 8.14 All the books, records and registers of the Contractor pertaining to the work entrusted to him shall be open for inspection of the authorized representative of FACT.
- 8.15 The Contractor shall maintain a suitable office at the Cochin Port with necessary communication facilities such as computer, Internet connection, telephone, fax etc.

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8.16 In case the goods are held up en-route due to any break-down or accident or force majeure condition, the matter shall be intimated to Dy. General Manager (WI) over telephone or in person immediately and confirmed in writing thereafter. Tippers shall not stop anywhere enroute other than for reasons mentioned above.

8.17 FACT shall arrange insurance coverage for the product transported. FACT shall also arrange Public Liability Insurance to meet any liability under the Public Liability Insurance Act 1991. However, it is made clear that the Contractor has to compensate FACT for any loss sustained by FACT towards damages/shortages/losses/contamination/non-delivery of product etc. for reasons that are attributable to the Contractor. FACT's decision on the above shall be final and binding on the Contractor. FACT reserves the right to realise such compensation, at rates decided by FACT, by appropriating from the Contractor's bills/Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor. FACT shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of the obligations under the terms of the Contract.

8.18 Insurance coverage of the Contractor's vehicles, crew and all belongings engaged for the work shall be arranged by him at his own responsibility and cost. The Contractor shall be fully responsible for all damages to the tippers, his personnel and also for liabilities on account of 3rd party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract.

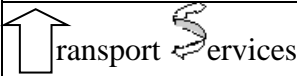

8.19 During execution of the work, the total daily movement requirement will be allotted in the ratio of their ordered quantity, subject to placing of tippers by each contractor. In case the contractor does not place adequate tippers to meet his allotted quantity as above, FACT reserves the right to allot the shortfall thus made to the other contractor(s) and the contractor, who does not place adequate tippers as above, will have no claim for moving the shortfall quantity made by him on a subsequent day. FACT's decision in this regard shall be final and binding on the contractors.

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

9. STATUTORY OBLIGATIONS

9.1 The Contractor shall comply with requirements of all Local, State, Central Govt. Act, Rules, Regulations, Bye-Laws, Orders etc. in force from time to time and in particular Workmen's Compensation Act, Contract Labour (Regulations and Abolition) Act, and all other relevant laws in so far as they are or may be applicable to the execution of works as per the contract. All payments to be made to the Contractor's workmen in accordance with the statutory regulations as above during the course of contract period will have to be borne entirely by the Contractor.

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

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contributions on behalf of the workers will be made from the Contractor's bills, if applicable, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer, such expenditure/loss shall be realized from the Contractor.

9.3 The Contractor shall faithfully observe the security and safety regulations of the Cochin Port and FACT. Any loss/damage incurred by the Port/FACT on account of negligence on the part of the Contractor or his employees to observe the security and safety regulations shall be to the Contractor's account and recoverable from him.

10. Terms of Payment/Submission of Bills:

10.1 Bills in respect of the work for the quantities based on despatch notes issued by FACT Q-10 Installation shall be submitted by the contractor for payment. Fortnightly bills that are complete in all respects will be passed for payment within 15 days of receipt by the Asst. General Manager /Manager of Raw Materials Department of FACT Cochin Division, Ambalamedu. Payment shall normally be made within a period of 30 days from submission of bills.

10.2 FACT reserves the right to deduct amount of losses / damages to FACT, if any, as determined by FACT, from the bills.

10.3 FACT reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards loss on account of failure of the Contractor to make timely payment for material or for labour. Payments may also be with held for other reasons mentioned elsewhere in the contract document.

10.4 All payments shall be made to the Contractor after making statutory deductions towards Income tax etc.



10.5 Weight Basis for payment of freight :

Basis for payment of freight shall be as follows-

Freight charges shall be paid for the actual quantity transported during the contract period or net quantity transported whichever is lower. During rainy season, in case of water ingress, the quantity shall be that jointly certified by M(W.I)and M(RM)-CD/.

Recovery for shortage in quantity transported

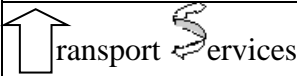

A variation upto (+/-) 0.5% of the loaded quantity shall be allowed in the weightment of tippers. The shortage/excess will be assessed for the contract period and for the net shortage, if any, recovery shall be effected from the bills of the contractor. However, no

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payment shall be given for net excess. During rainy season, there are chances of weight variations due to water ingress. In such specific cases, M(WI) and M(RM)CD shall jointly certify the quantity.

11. **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 within one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.
However, Strike etc. by Contractors labour owing to any dispute pertaining to wages or otherwise will not be deemed to be a reason beyond the control of the Contractor and considered as Force Majeure.
12. **Assignment or sub-letting of Contract.** The Contractor shall not assign or sublet the contract or any part thereof, without written consent of FACT. In case the Contractor employs any Sub-Contractor, such sub-contracting shall not absolve the Contractor of any of the liabilities under the Contract. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-Contractor & FACT. If in the opinion of FACT, the Sub-Contractor appears to be unfit to carry out his part of the contract or the progress of the Sub-Contractor's work is such that the planned time of completion within the terms of the order is or likely to be jeopardized, FACT shall have the right to instruct the Contractor in writing to terminate the Sub-contract forthwith. Such termination shall not give rise to any claim against FACT from the Contractor or Sub-Contractor and shall not relieve the Contractor from any of his contractual obligations and responsibilities.
13. **Compliance of Laws:** The Contractor shall be primarily and completely responsible to comply with Cochin Port Rules and Regulations, all Central and State Laws as well the Rules, Regulations, bye-Laws and Orders of Local Authorities and Statutory bodies as may be in force from time to time. He shall give to the Municipal Corporation, Police and other relevant authorities all such Notices etc. as may be required by Law and obtain all requisite licenses and/or Permits for temporary construction, enclosures etc., and pay all Fees, Taxes and such other dues or charges which may be leviable on account of any of his operations in executing the work under this Contract. He shall make good, at his own cost, any damage to any adjoining property. The Contractor shall at his expense comply with all labour and industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the Contractor including the payment of compensations or any other payment required to be made to his employees, casual workmen employed/engaged by him directly or indirectly in connection with the work of FACT. The Contractor shall indemnify and keep FACT harmless and always indemnified at all times for all claims arising out of his failure to meet his responsibility.

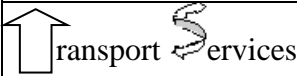

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14. TERMINATION OF THE CONTRACT.

- a. In addition to several grounds specified in the Contract, the contract is liable to be terminated in the following circumstances: Contractor commits any breach of the terms and conditions of the contract or is unable to perform the contract for any reason or alters the constitution of the firm without prior consent of FACT or disregards the instructions given by FACT or is unable to fulfill any of the terms and conditions of the agreement entered into for carrying out the subject contract.
 - b. FACT reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of FACT about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of such failure on the part of the Contractor, company shall have the right to get the work done through any other agencies and the Contractor shall be liable to compensate company for any loss on this account.
15. The contract will be administered and executed by the Dy.General Manager WI), FACT W.Island or officers authorised by him.
16. Contractor shall adhere to all applicable statutory regulations regarding engagement of labour. Necessary registration shall be taken from Kerala Head Load Workers Welfare Board, WI, if applicable.

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

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Annexure-V

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS :

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

01. GENERAL:

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

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

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

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



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

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

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

02. SECURITY DEPOSIT :

The contractor shall remit interest free Security Deposit (SD) equivalent to **three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be

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valid till the expiry of the contract with a claim period of six months thereafter.

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

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

03. RATES:

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

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

04. PAYMENT :

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

05 QUANTITY :

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

06. CONTINUITY OF WORK :



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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

The Contractor shall strictly observe the Security and Safety Regulations of FACT. Any loss or damage incurred by FACT, on account of the neglect or failure of the Contractor or

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the Contractor's employees, representatives including the crew of the vehicles/tankers to observe the security and safety regulations shall be to the Contractor's account.

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

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

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

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

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

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



09. STATUTORY OBLIGATIONS

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

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

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

The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any

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payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.

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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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

12. TERMINATION :

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

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

13. FORCE MAJEURE:

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



14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

If any dispute arises out of or relating to or in connection with this contract, between the contractor and the owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended

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from time to time and number of Arbitrator shall be one. The Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

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

16. ENVIRONMENT MANAGEMENT SYSTEM :



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

17. FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website www.fact.co.in. Contractors shall make themselves aware and also ensure compliance of the same.

18. ENTIRETY OF CONTRACT :

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

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ANNEXURE- VI

COMPLIANCE STATEMENT

We state that our offer against Enquiry No. **MM/181/E24630** dated **06.01.2022** is in full compliance with the documents issued against the Enquiry No **MM/181/E24630** dated **06.01.2022** without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder:

Signature of the Bidder:

Place:

(Seal)

Date:

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ANNEXURE – VII

UN-PRICED COPY OF P R I C E B I D

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

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

Dear Sir,

Sub: Transportation of Rock Phosphate/Sulphur from Q-10 Berth/Installation,W.Island to Cochin Division, Ambalamedu by Road.

Ref: Enquiry No. MM/181/ E24630 dated 06.01.2022

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

SI No	Description	Estimated Quantity (MT)	All inclusive Rate in Rs. per MT(Excluding GST). Indicate Quoted “Do not quote rate in this column”.
1.	Transportation of Bulk Rock Phosphate/ Sulphur from Q-10 Berth / Installation, W.Island, to FACT Cochin Division, Ambalamedu, without spillage, with Tippers having leak proof body. The scope of work shall include proper leveling of the heaps of material in the loaded tippers, covering the material with the contractor’s tarpaulins, lashing, placement of the tippers in any orientation as per the requirement of FACT and weighing of each tipper for every trip for taking tare weight and gross weight both at the dispatching and receiving ends and unloading at FACT Cochin Division.	50,000	

GST shall be extra as applicable based on statutory notifications.

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



Name of the Bidder

Signature of the Bidder

Place:

Date:

Seal



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ANNEXURE – VIII

PRICE BID (PART-B)

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

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ANNEXURE-IX

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

To

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

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

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



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

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

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

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

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

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and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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



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

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

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

Place:

Full address of the Branch issuing this guarantee:

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE : 06.01.2022 36
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	
			

FACT CORPORATE MATERIALS	TRANSPORTATION OF ROCK PHOSPHATE / SULPHUR FROM Q-10 BERTH / INSTALLATION, W.ISLAND TO COCHIN DIVISION, AMBALAMEDU BY ROAD	ENQUIRY. No. MM/181/E24630 dated 06.01.2022
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ANNEXURE-X

AGREEMENT

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

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

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

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

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

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

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


For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses: for and on behalf of the Company.

- 1.
- 2.

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		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	