

CORPORATE MATERIALS	ENGAGEMENT OF CONSULTANT FOR PREPARATION OF LONG TERM BUSINESS PLAN AND VISION DOCUMENT OF FACT	MM/180/G33962
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THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

(A Government of India Enterprise)

NOTICE INVITING e-TENDER

- 1.0** The Fertilisers and Chemicals Travancore Ltd (FACT), invites online bids (two part) for Appointment of Consultancy Services for preparation of ten years strategic business plan, roadmap and vision document of FACT, through <https://gem.gov.in> portal, as per details furnished in the tender document enclosed with this enquiry. The details of work are described in the Special Terms and Conditions of Contract attached. The bidders may also refer the Pre-Qualification Criteria, Scope of Work, Instruction to Bidders and Standard Terms and Conditions of the Contract applicable for the proposed contract.

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

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

2.0 General Information

Mode of Tendering	TWO PART 1. Pre-Qualification cum Techno-Commercial Bid 2. Price Bid/Financial Bid
Due date & time for Submission of bids	As per GeM Bid Document
Date & Time for opening of Part A of the Bid.	As per GeM Bid Document
Name of Work/ Description/ quantity	Engagement of consultant for preparation of long term business plan and vision document of FACT as per details furnished in the tender document enclosed with this enquiry.
Contract Period	20 WEEKS
EMD	Rs. 62,000/- and shall be remitted as detailed in clause 7.0 of Instruction to Bidders
Security Deposit	5% of the total contract value
Contact for tender details	1) Mrs. 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
Pre-bid Meeting	As per GeM Bid Document

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3.0 **TENDER DOCUMENTS (e-TENDER)**

Visit our website www.fact.co.in or <https://gem.gov.in> for tender documents. Bid submission shall be in electronic form through <https://gem.gov.in> only.

4.0 **PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA**

FACT invites online bids for “Appointment of Consultancy Services for Preparation of ten years strategic business plan, roadmap, vision document”.

Only those Bidders, meeting the eligibility criteria specified in below table would be considered for technical qualification. For the said purpose, Bidder compulsorily must upload/submit the documents mentioned against the eligibility condition.

S.No	Eligibility Conditions	Documentary Proof to be submitted
1)	Bidder should be a; (1)Registered Company/PSU/statutory body OR (2) Registered Partnership Firm OR (3) Proprietorship OR (4) LLP Note: - 1. The bidder should be a business entity for last five years on the date of publishing of tender. 2. If the bidder is from country sharing land border with INDIA, the bidder shall be required to submit self-declarations as per format along with the proof of	1) <u>For Registered Company/ PSU/ statutory Body:-</u> i. Copy of Certificate of Incorporation (with CIN, if applicable) ii. Current list of Directors on Letter head signed by Authorized Signatory 2) <u>For Registered Partnership Firm</u> i. Copy of the partnership deed ii. Current list of partners on letter head signed by the Authorised Signatory. iii. Copy of registration of Partnership deed. 3) <u>For Proprietorship</u> Declaration of Proprietorship/Sole Proprietorship as per Concerned Exhibit attached with the tender document. 4) <u>For LLP</u> i. Copy of certificate of registration with LLPIN. ii. Current list of Partners on Letter head signed by Authorized Signatory

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	registration with competent authority.	
2)	Bidder should have experience in providing consulting services w.r.t. consultancy work related to any standalone study for manufacturing sector or any strategic/vision/business plan document for Central Govt/Central Public Sector Enterprise (CPSE)/ State Govt. Department/PSUs or for any listed company in India. At least 3 assignments should be completed in last 10 years as on date of publishing tender.	Copy of the work order & completion certificate. Note: (a) Copy of Work Order and successful Completion certificate against work order should be furnished. In case, client certificate is not available or cannot be disclosed owing to prevailing Non-Disclosure Agreement, the bidders can submit a successful completion certificate issued by statutory auditor of the bidding firm or CA certificate. The work order must be accompanied with the completion certificate. (b) Assignments, where scope of Services is in process/ not completed shall not be considered. (c) The experience certificate/ work order not stipulating the scope of consulting services w.r.t any standalone study for manufacturing sector or any strategic/vision/business plan document shall not be considered. (d) The work order or Client Certificate must include the information on Details of Services Provided. (e) Completion Certificate bearing adverse remarks on performance of Contract such as Poor Performance/Imposition of LD/Non-satisfactory performance shall not be considered. (f) The last 10 years shall be calculated based on as on date of publishing tender. (g) Listed Companies shall mean the companies which are listed in the stock exchange recognized by SEBI as on date of completion of work and running successfully as on date.
3)	Bidder should have adequate key manpower with the required qualifications as given below:- 01 Technical Expert from	Supporting documents to be submitted: For Experience: List of personnel depicting their experience, role including the nature of projects and

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manufacturing background in fertilizer/chemicals sector. Education Qualification and Experience Required: - • Degree in Chemical Engineering from a recognized University or Institution. • Minimum 10 years of professional experience in manufacturing sector • Should have worked as a manufacturing sector Expert in a minimum of 03 Assignments. ----- 02 Supply Chain Expert from logistics/ supply chain and marketing background. Education Qualification and Experience Required: - • Two Year PG Diploma/ MBA/ Executive MBA in Marketing/ Supply Chain/ Logistic operations/ Logistic Management/ Agri Business Management/Operations Management/ Transportation Management from a recognized University or Institution. • Minimum 10 years of professional experience in logistics sector • Should have worked as Logistics Expert in a minimum of 03 Assignments. ----- 03 Financial Expert Education Qualification and Experience Required: - • CA/ CMA/ Two Year PG Diploma with specialization in Finance/ MBA in Finance from a recognized University or Institution		assignments in which they have been engaged. The same should be signed by the concern Key Personnel & counter signed by the Authorized Signatory. • For Education Qualification: Copy of the educational qualification certificate highlighting major subjects as specialization and undertaking highlighting the key personnel's specialization are to be submitted by bidder. The same should be signed by the concerned Key Personnel & counter signed by the Authorized Signatory.			
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	- Minimum 10 years of professional experience as a Finance Expert - Three (03) assignments related to financial analysis as part of preparation of business plan. ----- 04. Strategy Expert Education Qualification and Experience Required: - - Two Year PG Diploma in Management /MBA/ executive MBA in any stream from a recognized University or Institution. - Minimum 10 years of professional experience and should have worked as Strategic Expert in a minimum of 03 Assignments. The bidder should have atleast one resource in each of the above field of expertise. Selected consultant shall designate any of the above key personnel as Team Leader.	
4)	The bidder should be having average annual turnover of at least INR 1 Crore for the last three financial years (i.e., 2022-23, 2023-24 & 2024-25) in Consulting and Advisory Services in INDIA. AND The bidder should have positive net worth in last financial year for which audited balance sheets and P&L accounts are being submitted.	The turnover certificate from practicing CA with valid UDIN clearly citing the average turnover from the last three years from consultancy and advisory services from India Operations. Copy of the audited accounts of these three years to be attached.
5)	Declaration on non-blacklisting	Undertaking in this regard to be signed by the authorized signatory strictly as per the format attached with the tender document.
6)	The bidder shall be required to	Supporting documents duly signed by the

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	score a minimum 50 marks out of 100 in the stipulated QCBS Criteria.	Authorized Signatory as solicited under concerned Exhibit of "QCBS/ Technical Evaluation Criteria"
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Note:

In case bidder is a holding company, the technical and financial criteria referred above, shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case of bidder is a subsidiary of a holding company, the technical and financial criteria referred above, shall be of that subsidiary company only (i.e. excluding its holding company). For clarity, all the documents submitted by the bidder must be in the name of firm who is bidding for this tender document

All documents in proof of Eligibility Criteria shall be submitted online along with Part-A (Techno commercial) Bid and shall be complete in all respects, failing which the offer is liable to be rejected. The originals of the documents should be produced at the time of evaluation, if asked for.

Note for micro & small enterprises and startups: Pre-qualification criteria specified above shall also be applicable for micro & small enterprises and startups without any relaxation.

5.0 Rates:

5.1 Bidders shall quote the **Total Price for the work (inclusive of GST) in the Financial Bid on the GeM Portal and indicate the rate per unit for the work in the Price Breakup Format**, which shall be uploaded along with the financial bid.

5.2 Competitive and Independent Prices

The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- (1) those prices; or
- (2) the intention to submit an offer; or
- (3) the methods or factors used to calculate the prices offered.

The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law.

5.3 Price Components

- i. The prices quoted by Bidder shall include all cost towards satisfactory completion of works as per technical specification, including cost of material,

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labour, Consumables, , overhead, Profit, cost of incidental goods & services, and Taxes as applicable.

- ii. The Price quoted on the GeM portal by the bidders shall be inclusive of GST and all other applicable taxes

6.0 **METHOD OF EVALUATION OF BIDS/SELECTION PROCESS:**

The offers received would be subject to the evaluation process as below:

- i) Step 1: Pre-Qualification Criteria (PQC)/Eligibility Criteria evaluation of the bidders based on documents submitted.
- ii) Step 2: Presentation by the pre-qualified bidders to FACT's management.
- iii) Step 3: Awarding marks (technical score) as per QCBS Criteria
- iv) Step 4: Evaluation based on QCBS (Quality and Cost Based Selection) methodology through GeM.

A. OPENING OF TECHNICAL BID

- i. The Technical Bid of the bidder would be opened on the specified date & time as mentioned in the bid document. No separate communication shall be made in this regard.
- ii. Bidder to note that the Financial bid should be submitted separately and independent of the technical bid. In case, Financial Bid forms part of the technical bid, the bid shall be summarily rejected by FACT.
- iii. The objective of the technical evaluation process is to select bidder(s) who have the commercial and operational strength to provide the services. The bid(s)/proposal(s) shall be evaluated as per the criteria specified in this document.
- iv. The tender documents, in particular, Appendixes/ Annexures/ Exhibits, shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasers or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder.

B. PERSONAL INTERACTION WITH THE QUALIFIED BIDDERS

- i. The bidders who shall be qualifying in the PQC/ Eligibility criteria (Without QCBS evaluation) as stipulated in this tender document shall be called for personal interaction.
- ii. The bidders, as per QCBS criteria, shall be required to give presentation on overall approach & methodology.
- iii. The eligible bidders shall be called for interaction through invite communicated through e-Mail. The e-Mail of authorized signatory submitted by bidders in the technical bid shall be used for sending the invite. FACT, shall not be using any other mode of communication.

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- iv. The bidders who fail to attend the personal interaction shall be dis-qualified. No complaint/ request, whatsoever shall be entertained for delayed receipt/ acknowledgement of the e-Mail. It shall be the responsibility of the bidder to provide correct e-Mail and regularly check the e-mails.

C. OPENING OF FINANCIAL BID

- Bidders shall quoted the Total Price for the work (inclusive of GST) in the Financial Bid on the GeM Portal and indicate the rate per unit for the work in the Price Breakup Format (as per concerned Exhibit attached with this Tender Document), which shall be uploaded along with the financial bid. Complete breakup of price, as required, must be indicated.
- FACT may reject incomplete price bids during the financial evaluation. The decision of Tender Awarding Authority in this regard shall be final and binding.

D. DISQUALIFICATION CONDITIONS

Unless considered for dis-qualification under any other clause of this tender document, the bidder may also be dis-qualified for following reasons:

- Bidders who have been blacklisted or otherwise debarred by FACT or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission shall not be eligible to participate, during the period of such blacklisting.
- Bidders contract should not have been terminated for Bidder's default by FACT or any department of Central or State Government or any other Public Sector Undertaking during the last five years as on last date of submission of bid.
- Bidder shall also not be eligible to participate in this tender, in case of any pending/on-going legal dispute with FACT whether before any Court of law and/or arbitration with regard to any contract on last date of submission of bid to FACT.
- Any qualified/conditional bid shall be liable for outright rejection by FACT without assigning any reason whatsoever.

Bidders need to submit a Declaration to this regard, as per relevant exhibit attached in this tender document.

Note:

- While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company) will render the Bidder disqualified.
- A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.

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E. SELECTION OF SUCCESFULL BIDDER

- i. **The bids of the bidders who qualify the Pre-Qualification Criteria (PQC)/Eligibility Criteria shall only be considered for Evaluation under Quality and Cost Based Selection (QCBS) on GeM portal.**
- ii. Each bid shall be awarded **Combined Technical cum Financial Score (CTFS) marks out of 100.**
- iii. The weightage shall be 70 (Technical): 30 (Financial).
- iv. **Calculation for CTFS: -**
 - The marks shall be awarded to the bidders as per the Technical Criteria and on the basis of their Financial Quote. Following formula shall be used by FACT to declare the successful bidder:
 - **CTFS Calculation Formula: $[(X_t \cdot (T/T_{high} \cdot 100)) + X_f \cdot (C_{low}/C \cdot 100)]$**
 - T= Total Technical score awarded to the Service provider
 - T high=Highest Technical score achieved for the Bid
 - C=Price Offered by the Service Provider
 - C low=The lowest of all Price offered (L1 Price)
 - X_t= Weightage for technical evaluation
 - X_f= Weightage for financial evaluation

The bid getting the highest CTFS score shall be considered as successful bidder.

In case, two or more bidders score same marks, FACT shall place the Contract by selection of a bidder through Revised Price bids.

Quality and Cost Based Selection (QCBS) Evaluation

Total Minimum qualifying marks-50 (among all)

Evaluation of bids shall be based on the Quality and Cost Based Selection (QCBS) methodology on GeM. Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price'. The Technical: Financial weightage will be in the ratio of 70:30

The Quality of technical proposals will be evaluated based on the parameters indicated below and marks shall be allocated:

Sl No	Evaluation Parameters	Marking Scheme	Min Marks	Max Marks	Supporting documents to be submitted by bidder
1	Experience of Consulting Firm in providing consultancy services within India =>05 years to <=10 years >10 years to <=15 years > 15 years		10	20	Certificate of Registration / Incorporation along with Memorandum of Association or Partnership Deed or

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		10 15 20			LLP Agreement, as applicable. In case of Proprietorship, any document in support of providing consultancy services within India and the number of years in such service	
2	Full-time professional staff engaged in consulting service: <u>Manufacturing Sector Expert:</u> (Professional experience in manufacturing sector as a Fertilizer & Chemicals Expert) => 10 Years to <=12 years > 12 Years <u>Logistics/Marketing Sector Expert:</u> (Professional experience in logistics sector as Logistics Expert) => 10 Years to <=12 years > 12 Years <u>Financial Expert Professional Experience</u> => 10 Years to <=12 years > 12 Years <u>Strategy Expert: Professional Experience</u> => 10 Years to <=12 years > 12 Years	02 04 02 04 02 03 02 04	08	15	For Experience: List of personnel depicting their experience, role including the nature of projects and assignments in which they have been engaged. The same should be signed by the concern Key Personnel & counter signed by the Authorized Signatory. For Education Qualification: Copy of the educational qualification certificate highlighting major subjects as specialization and undertaking highlighting the key personnel's specialization are to be submitted by bidder. The same should be signed by the concerned Key Personnel & counter signed by the Authorized Signatory. (Experience and Educational qualification as mentioned in	
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					eligibility criteria)
3	Experience in providing consulting services w.r.t. consultancy work related to any standalone study for Manufacturing sector or any strategic/vision/business plan document for Central Govt/Central Public Sector Enterprise (CPSE)/ State Govt. Department/PSUs/ Listed Companies (completed) during the last 10 years. =>03 assignment to <= 05 assignment 10 >05 assignment to <= 07 assignment 12 >07 assignment 15		10	15	Completion Certificate along with LoA/Purchase Order. In case, client certificate is not available or cannot be disclosed owing to prevailing Non-Disclosure Agreement, the bidders can submit a successful completion certificate of the bidder firm for the assignment issued by statutory auditor as per format attached
4	Average Annual Turnover for the Last 3 Financial years i.e. FY 2022-23, 2023-24 & 2024-25 from Consulting and Advisory services from India operations =>Rs.1 crore to <= Rs.10 Crore 05 >Rs.10 crore to <= Rs.25 crore 07 > Rs.25 crore 10		05	10	Certificate from practicing CA with valid UDIN clearly citing the average turnover from the last three Financial years from consultancy and advisory services from India Operations.
5	Experience in providing consultancy services related to any standalone study for manufacturing sector or preparing any Business Plan /Strategic Plan/ Vision Document for Central Govt/Central Public Sector Enterprise (CPSE)/ State Govt. Department/PSUs or for any listed company in India, having average turnover not less than of Rs. 2000 Cr in last 10 Financial years. >01 to 03 assignment 10 > 03 to 05 assignment 15 >05 assignment 20		10	20	Completion Certificate along with LoA/ Purchase Order AND relevant copies of annual reports reflecting annual turnover of client organization. Note: - 1. Annual reports are available in any public domain shall also be considered for PSU/Govt departments/Listed Public Limited Company for Turn Over purpose.

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					2. For Govt Sectors, Only work done for commercial organization in the Govt Sector shall be considered.
6	Approach and Methodology a) Understanding of the scope, approach and methodology and innovative interventions of work. (To be submitted along with Technical Bid) b) Presentation on overall approach and methodology. (During personal interaction) c) Demonstrating bidder's vision document has yielded a significant result to the company they have consulted in terms of achieving CAGR in turnover over a period of successive 5 years (during personal interaction)	05 05 10	07	20	a) Based on submitted approach during technical bid b) Based on presentation during personal interaction. c) Based on presentation during personal interaction. Maximum marks that can be scored here is 20 marks
		TOTAL	50	100	

Note:

1. The total of points / marks secured by the pre-qualified bidders as per the above will be considered as the technical/quality score of the firm.
2. Only those bidders who meet all the pre-qualification criteria in clause 4.0 above and clear the minimum cut-off score in each of the above technical qualification parameters and have achieved **the total minimum qualifying marks for technical score (i.e. 50** in this case) will be treated as technically qualified for financial bid opening as per GEM guidelines.
3. Firms that do not fulfill any of the pre-qualification criteria specified in clause 4.0, will be assigned a technical score of ZERO and will not be considered for further evaluation.
4. The technical score of each firm would be disclosed in GeM before opening of financial bids.
5. The financial bids of only technically pre-qualified bidder firms would be opened.

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6. After opening the financial bids of technically qualified bidders, a final Combined Technical cum Financial Score (CTFS) will be arrived by GeM based on the formulae detailed above in clause E(iv) and the Final QCBS score of each bidder will be calculated by GeM.
7. The offer with the highest Combined Technical cum Financial Score (QCBS Score) will be ranked as H1 followed by the offers securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined marks and ranked H1 will be invited for negotiations, if required and shall be recommended for award of contract.
8. In case of any tie within the bidders, based on the evaluation method as above, H1 bidder will be identified according to the standard procedure as per the GeM portal.
9. As per GeM guidelines, MSE Purchase Preference will not be applicable for Quality and Cost Based Selection (QCBS) in GeM.

7) VERIFICATION OF ORIGINAL DOCUMENTS

- a) FACT, at its discretion, may ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. The credential documents of financial and experience criteria shall also be got verified from the authority/ office who has issued such documents. If so decided, the photocopies of such self-certified documents and the credential documents verified from issuing office/ authority shall be kept in the records as part of the contract agreement.
- b) If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or it is found at any stage of tendering process that documents submitted in bid is/are fabricated/ forged/ altered/ manipulated/ false then it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive, bidder shall be disqualified and the evaluation of Bids shall proceed with the subsequent ranked offers.
- c) If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents or documents submitted in bid is/are fabricated/ tempered/ forged/ altered/ manipulated/ false if found even after placement of LOA or signing the contract or then FACT reserves the right to terminate the contract, forfeit of EMD and Performance Security / Security Deposit whichever is available at the time of termination. In addition to above (disqualification of bidder or termination of contract as the case may be), other punitive actions shall also be taken to blacklist/debar the bidder from future participation in tenders of FACT for next five years.

8.0 GENERAL

8.1. The bids should be unconditional. Conditional bids would be rejected.

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- 8.2. FACT reserves the right to negotiate with the bidders.
- 8.3. The acceptance of tender will rest with FACT and FACT reserves itself full right to reject any or all tenders.
- 8.4. If any information furnished by the bidders is found to be incomplete or presented in formats other than those specified, FACT may, in its sole discretion, consider the bid as non-responsive.
- 8.5. The tenderer are not entitled to any compensation for the expenses incurred in connection with the preparation and submission of tenders.
- 8.6. The Firm should have Permanent Account Number (PAN) and Goods & Services Tax (GST) Registration. [Self-attested copies of PAN & GST Registration Certificate should be attached.]
- 8.7. When bids are received from any proprietorship / firm / company having the same proprietor or one or more partners/directors in the business organization of any other party (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.
- 8.8. 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.
- 8.9. 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.
- 8.10. For any clarification on this enquiry please contact Asst. General Manager (Materials) T&S, [Phone No 0484-2568345] or Dy. Manager(Materials)-T&S [Ph: 0484-2568273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.
- 7.7 Any information on nature of work, if required by the bidders, can be had from the DGM(Corporate Planning), FACT (0484 2567648).

For The Fertilisers and Chemicals Travancore Limited

ASST GENERAL MANAGER (MATERIALS)-T&S

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INSTRUCTIONS TO BIDDERS (OPEN E-PROCUREMENT)

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders , 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 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://gem.gov.in>. 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, if not done already.
- 3.2 The documents, if any, **which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline**. However scanned copies of such documents shall be uploaded along with the offer submitted online.
- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :

The Asst. General Manager (Materials)T&S, 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.**

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5.0 Bid documents shall consist of Pre-qualification-cum-Techno Commercial Bid and Price Bid 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. Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

5.2 Part-B (Financial Bid): Financial Bid shall comprise of the filled Price bid in the GeM portal and price breakup format. The Total Amount for the work (including GST) shall be quoted. Price break-up for each item of work (Rs./Unit of work item) shall be indicated in the format specified for price break-up and shall be uploaded along with the financial bid.

- 5.3 The price breakup shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected.
- 5.4 Fill-in all the relevant fields of the price break up format either in value or as a percentage as specified in the price breakup format. Blank field, if any, in the uploaded price breakup format shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall indicate the itemwise prices in the price breakup format only and nowhere else. No other documents shall be enclosed with price breakup format.
- 5.6 Rates shall be indicated in the same unit of measure given in the price breakup format 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

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

7.0 EARNEST MONEY DEPOSIT:

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

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

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- 7.3 Alternatively, EMD remittance can also be made through the [“Payment Gateway for direct remittances”](#) available in our website.

Bids without EMD or inadequate amount of EMD will be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

- 7.4 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSMED Act (subject to uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.
- 7.5 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages. prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

MSE Purchase Preference will not be applicable for Quality and Cost Based Selection (QCBS) in GeM.

~~This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.~~

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

~~In case of non divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value,~~

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~~considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.~~

~~**This tender is non-divisible.**~~

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

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

11.0 Rates:

- 11.1 Bidder shall quote his lowest rate for the work strictly as per the 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/WO. GST, if applicable for the work as per any statutory notification, shall be extra. 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 Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, 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.

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12.0 SECURITY DEPOSIT:

Please refer clause 4.2 of 'Special 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.

14.0 CONTRACTOR TO EXECUTE :

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

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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 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

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

17.0 GENERAL:

- 17.1 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.
- 17.2 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.
- 17.3 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.

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17.4 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.

17.5 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.

17.6 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.

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.

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

18.0 TENDER UPDATES:

Bidders are requested to visit GEM Portal (<https://gem.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.

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

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prescribed in the Make in India Order, subject to conditions as mentioned therein.

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

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

20.0 FRAUD 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.

ASST. GENERAL MANAGER (MAT) T&S

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Vendor Data Form

[Use additional sheets, if space is insufficient]

1. Name of the Bidder:

2. Address

Phone No.

3. Name, address and designation of the Key person with whom company may correspond:

Name:

Address:

Designation:

Mobile No:

4. Addresses/phone Nos of :

i) Registered office/ : Phone No.

Head Office

ii) Address of Office in Kerala :

Phone No.

Name of Contact person:

Mobile 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/Regd.Partnership/
(Strike out which is not applicable) Limited Company

(Copy of the Partnership Deed or Memorandum of Association or Articles of

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Association as the case may be, together with power of Attorney, if any, granted in anybody's favour to act as the authorized signatory or otherwise, to be submitted to FACT).

8. Category:

a. Whether the entrepreneur comes under the following status (please tick)

Micro/Small/Medium

(NOTE: In case of Micro/Small pl. enclose Udyam certificate)

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

9. **Certificate of registration with ESI, PF (Upload copy of the same).**

10. 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. (upload copy of PAN Card)	
2	GST reg No (upload copy of GST reg certificate)	
3	Name of the Bank	
4	Address of the	
5	City and State	
6	IFSC Code of the	
7	Name of the	
8	Bank Account No.	
9	Account holders' Name	
10	Vendor email address	

DECLARATION

I/We declare that the information given above is true to the best of my/our knowledge.

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders, Special Terms and Conditions & Standard Terms and Conditions of the enquiry and confirm our acceptance to the same. We also agree to furnish any further data/documents required by FACT as and when asked for.

Name of Bidder:

Signature of the Bidder:

Place:

Date:

Office seal

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Special Terms and Conditions of Contract

1.0 INTRODUCTION:

The Fertilizers and Chemicals Travancore Limited (FACT), is a Govt. of India Enterprise, with two operating units in Udyogamandal Complex at Eloor and Cochin Division at Ambalamedu, in Ernakulam District. It also has a an Engineering & Consultancy wing FEDO (FACT Engineering & Design Organisation) and a Fabrication Division FEW (FACT Engineering Works). Further details regarding FACT is available on company's website www.fact.co.in.

FACT invites Bids for Long Term Business plan & preparation of Vision document up to the year 2037-2038.

2.0 SCOPE OF WORK

A. Organizational Structure and Background Analysis:

- Analyse and review existing Business Operations, its operational realities and frameworks including manufacturing, Consultancy and Engineering Services, storage & logistics facilities, Asset Monetization, Procurement and other value-added services. Identify gaps, inconsistencies and areas for improvement.
- Review existing activities of Research and Development department of FACT and effective utilisation of the same for achieving organisational goals.
- Study and analyse the market dynamics for relevant verticals/business avenues of FACT.
- Gather data and information through stakeholder discussions with Division/Department Heads to gain insights into each vertical's operations and challenges.
- Conduct a thorough assessment of FACT's strengths, weaknesses, opportunities, and threats (SWOT analysis) across various functional areas, including Operations, Finance, Human Resources, Technology, and Infrastructure.

B. Long term Business Plan & Vision Document 2037-38:

The consultant shall submit a VISION DOCUMENT for FACT along with a long term business plan up to the year 2037-38 (Special focus on next 5 year period) with the following:-

Operational & Technical area

- Suggesting latest technology, automation, capacity expansion and methods for energy efficiency for existing operations. Benchmarking against leading fertilizer manufacturing companies in India and globally to help FACT to identify best practices and potential areas for improvement. Evaluate advantages in utilization

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of nearby major ports in Vizhinjam, SBM at Puthuvypin etc and Railway siding under Gatisakthi

- Evaluate options for entering in joint ventures, subsidiaries, collaboration etc. in India and Abroad for ensuring availability of raw materials, setting up new plants/ taking over of existing plants having potential growth and other business expansions.
- Evaluate risks related to competition, escalating costs (e.g., Raw materials, power, fuel, fixed overheads), and other factors impacting manufacturing, storage, logistics, supply chain etc. Risk assessment and mitigation planning.
- Feasibility in Utilization of different graded raw materials to reduce cost of manufacture
- Analysis of strength and weakness of competitor companies of similar nature and size, both in Government and Private Sector.
- Evaluate & suggest new business opportunities and areas for diversification including Green Hydrogen, Green Ammonia, Agro chemicals, Speciality chemicals, Fine chemicals etc. along with estimated outlay and risk analysis.
- Evaluate various viable options available for disposal or utilisation of Phospho Gypsum
- Evaluate business opportunities for FACT's consultancy and Engineering, Fabrication Divisions FEDO & FEW including Shipping & Defence sector.
- In line with the roadmap, consultant shall advise specific CAPEX projects in various states with estimated outlay and financial returns.

Research & Development

- Review existing activities of Research and Development. Suggest areas of improvement and effective utilisation of the same for achieving organisational goals. The Strategic business plan also should incorporate explicit requirements of the research & innovation plan in fertilizers, Organic & bio-fertilizers etc.

Finance & Taxation

- Analysis of the financial/other implications of Financial Restructuring proposal of FACT for loan and interest settlement of borrowing from Government of India.
- Identify business avenues to make use of accumulated unutilised GST/ Kerala VAT credit available to the company.
- Methodology to mobilize funds including Bonds, Debentures, FPO, Foreign currency loans, via GIFT City also.
- Prepare financial projections up to FY 2032-33 and covering all business verticals as per business plan.

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Marketing

- Study and analyse the market for relevant verticals/business avenues of FACT. Estimate the market potential of key products and services provided by FACT, considering factors such as demand, competition, and latest industry trends for diversification of business.
- Identify focus areas for marketing and propose changes or enhancements to FACT's marketing and operating models. Marketing strategy for proposed business verticals, focus areas, budget and roadmap for brand building of FACT.

HR & Training

- Identify the specific training needs of employees at different levels within the organization. Develop training programs to equip employees with the necessary knowledge and skills to excel in their roles and adapt to changing industry trends and to address identified skill gaps and equip employees with future-proof competencies.
- Include recommendations for training and development programs to enhance employee skills including visit to different organizations to learn and implement best practices followed in the industry.
- Suggest a system for capturing and sharing best practices, expertise, and lessons learned within the organization. Develop a plan to transfer knowledge from retiring/transferring employees to new joiners to ensure continuity of expertise.
- Develop a robust performance management system to motivate employees and align individual goals with organizational objectives. Introduce programs that promote employee well-being, such as health benefits, work-life balance initiatives, and recognition programs within government norms.

Information Technology

- The Business plan should consider a separate section for the digital roadmap including IT interventions in key areas for improved communication and more efficient business processes. Suggestions for application of AI in operations & predictive maintenance, ERP modernization, block chain in supply chain.

General

- Suggestions for utilization of land and property in various parts of the country for current & new business avenue.
- Develop a detailed implementation plan with timelines, milestones, and resource allocation. Develop a comprehensive plan for clear and consistent brand message to enhance brand reputation.
- Assessment of Strategic Strengths for Global Expansion.

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3.0 SCHEDULE OF WORK

Sl.No	Description	Unit	Quantity (Q)
1	Appointment of Consultancy Services for Preparation of ten years strategic business plan, roadmap, vision document (Special focus on next 5 year period)	LS	1

4.0 SPECIAL TERMS AND CONDITIONS

4.1 TIMELINES

- Commencement of Assignment-** The consultant shall be required to commence the project upon signing of agreement & Non-Disclosure Agreement(NDA).
- Timeline-** Notwithstanding anything in this contract, Delivery and Deliverables as per timeline shall be the essence of the Contract.

The Consultant shall undertake/execute the following deliverables during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, clear recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. The deliverables are to be submitted in hard and soft copy or otherwise as required by FACT. The deliverables and the timelines for the Consultancy are as follows:

Sr.No	Deliverables	Duration (Weeks)
1	Date of signing of agreement and NDA	A
2	Submission of Project Plan	A+2
3	Acceptance of Project plan by FACT	A+3
4	Submission of draft report by consultant	A+8
5	Presentation to the Top Management and HODs at Corporate Office by consultant	A+9
6	Feedback to the consultant by FACT	A+11
7	Submission of Draft Final Report Based on the Feedback	A+13
8	Presentation to the Board of Directors	A+15
9	Feedback of FACT on draft final report	A+17
10	Submission of Final Report	A+19
11	Acceptance of Final Report	A+20

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c) Remarks:

- i. The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated above. If at any time during the currency of the contract, the consultant encounters conditions hindering the timely performance of services, he shall promptly inform FACT in writing about the same within a period of seven days and its likely duration. He must make a request to FACT for an extension of the delivery schedule. On receiving consultant communication, FACT shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with or without denial clause by issuing an amendment to the contract.
- ii. If FACT is not satisfied that the service can be completed by the consultant or in the event of failure on the part of him to complete the service within the extension of time allowed further as aforesaid, FACT shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder at the risk and cost of the consultant, whether or not actual damage is caused by such default.
- a. FACT, if considered necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof. In any case, minimum 7 days will be given after publishing of Corrigendum.

4.2. PERFORMANCE SECURITY (BANK GUARANTEE)

- a) Successful bidder is required to submit Performance Security in the form of Bank guarantee (BG) issued in the format attached with this Tender Document from Scheduled Commercial Bank **@5% of the value of contract** for his proper performance of the contract agreement within specified period.
- b) Bank Guarantee must be valid for at least 60 days beyond the scheduled completion of Contract with claim period of at least 6 months beyond the expiry of Bank Guarantee.
- c) **Performance Security must be submitted by Bidder within 15 days** of award of contract. The payments to the party shall become due only after receipt of Performance Security by FACT and verification of its genuineness. No interest shall be payable upon the BG.
- d) If the successful bidder, having been called upon by FACT to furnish BG, fails to do so within the period as specified above and even up to last date of extended period, if extended, the contract shall be terminated without any

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notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. **The failed successful bidder shall be debarred from participating in future tenders of FACT for next three (03) years from the date of debarring.**

- e) In case, when bidder, whose bid has been accepted, fails to sign the contract as may be required, or fails to provide (BG) as may be required for the performance of the contract or otherwise withdraws from the procurement process, the FACT shall cancel the procurement process in addition to the recourse as stipulated under (d) above.
- f) If requested by FACT due to change in date of completion of Contract, the successful bidder agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date.
- g) If the successful bidder fails or neglects to observe or perform any of his obligations under the contract or fails to extend the validity of submitted Bank Guarantee, it shall be lawful for FACT to forfeit either in whole or in part, the Performance Security furnished by the successful bidder.
- h) In case, some partial amount is to be recovered by FACT from successful bidder, then FACT may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG of full amount is submitted by the successful bidder.
- i) If the successful bidder duly performs and completes the contract in all respects, the FACT shall, release the Performance Security, as the case may be, within 90 days of completion of all contractual obligations by the successful bidder.
- j) Successful bidder shall be required to submit no dues certificate to FACT as & when desired by FACT.

4.3. EXECUTION OF THE CONTRACT

- a) The selected bidder shall be required to sign the agreement within 15 days of submission of the performance security.
- b) During the signing of contract, following activities shall take place: -
 - i. The bidder shall be required to enter into a contract with FACT strictly in the format of Agreement attached under Concerned Exhibit of this Tender Document. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.
 - ii. If required, the bidder shall be asked to physically sign and stamp the complete tender document and bid documents submitted by them during Technical/ Financial Bid or Clarifications round etc.
 - iii. Except as provided under the Agreement, the Bidder shall not disclose and cause other parties (connected with the Project, who have been disclosed the Information on Agreement as per the terms of the Agreement) to disclose the Agreement or any provision, specification, plan, design, pattern, sample or information thereof which may be provided to the service provider during

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execution of Contract to any third party, without prior written consent of the FACT. For the aforesaid purpose, parties to the Agreement shall enter into the Non-Disclosure Agreement ("NDA") on a non-judicial stamp paper of appropriate value, the format of which is attached under Concerned Exhibit with this tender document.

4.4. TRANSFER AND SUBLETTING OF THE CONTRACT

The successful bidder shall not sublet, transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is stipulated in this contract, or any part thereof.

4.5. PAYMENT TERMS

- a) The lump-sum amount for the work shall be quoted by the bidder in the financial bid on GeM portal.
- b) The Payment Schedule for the Consultancy is as follows:

S.No	Deliverables	Percentage (%) of Agreement Value
1	Date of signing of agreement and NDA	NIL
2	Submission of Project Plan	NIL
3	Acceptance of Project Plan by FACT	NIL
4	Submission of draft report by consultant	10%
5	Presentation to the Top Management and HODs/RMs at Corporate Office by consultant	15%
6	Submission of Draft Final Report Based on the Feedback	20%
7	Presentation to the Board of Directors	25%
8	Feedback of FACT on draft final report	NIL
9	Submission of Final Report and its acceptance by FACT	30%

- c) There shall be no advance payments to be made during the project period.
- d) Liquidated Damages, shall be levied for not meeting the timelines. However, the delay attributable to FACT shall not be counted as delay in the selected bidder's work. Although, the bidder shall be required to submit the relevant proofs stipulating that the delay is attributable to FACT.
- e) GST at the time of billing may vary.

4.6 Price Variation:

The Price quoted by the successful bidder and accepted by FACT, shall remain firm during the currency of contract including the extended period, if any extended due to any reason attributable to either FACT or Contractor or Force majeure. No claim, whatsoever shall lie against FACT on account of any variation, escalation etc. in the

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rates in market during contract. However, prevalent GST at the time of billing may vary.

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

4.7 TAXES AND DUTIES

- a) Quoted prices should be inclusive of all taxes and duties, including GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Service Provider only.
- b) Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be within a period specified in Contract to enable FACT to avail input credit of GST as per rules/ regulation of GST. The bidder registered under GST (if applicable) shall ensure that the invoice to be raised upon FACT is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FACT.

4.8 Documents prepared by the Consultant to be the property of FACT :

- a) The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to FACT, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants, or a Third Party shall not use these Consultancy Documents for purposes other than this project to this Agreement without the prior written approval of FACT.
- b) The Consultant shall hold FACT harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as "Claims") that may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of FACT.
- c) **Materials furnished by FACT**

Materials made available to the Consultant by FACT shall be the property of FACT and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to FACT, an inventory of such materials and shall dispose of such materials in accordance with the instructions of FACT.

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d) **Accuracy of Documents**

The Consultant shall be responsible for the accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates, and all other details prepared by it as part of these services. The Consultant shall indemnify FACT against any inaccuracy in its work that might surface during the implementation of the project if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any resurvey / investigations.

e) **CONFIDENTIALITY**

1. The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by FACT to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to FACT, its technology, technical processes, business affairs or finances or any information relating to FACT's employees, officers or other professionals or suppliers, customers, or CONSULTANTS of FACT; and any other information acquired by the consultant or its employees and staffs during the Tender process and currency of this agreement ("Confidential Information"), without the prior written consent of FACT.
2. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
 - i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants, and the Personnel of either of them;
 - ii. was obtained from a third party with no known duty to maintain its confidentiality;
 - iii. is required to be disclosed by Applicable Laws or the judicial or administrative or arbitral processor by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants, and the Personnel of either of them shall give FACT,

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prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- iv. is provided to the professional advisers, agents, auditors, or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

5.0 AGREEMENT

The contractor shall execute an Agreement with FACT, within 15 days of receipt of the Work Order. The Agreement shall be executed on a stamp paper (of Rs.200) as per the proforma as specified by FACT.

- 6.0 The work is also subject to the Standard Terms Conditions of Contract attached herewith. In case of any contradiction between Special Terms and Conditions of Contract, GEM GTC, SLA and Standard Terms and Conditions of Contract , Special Terms and Conditions of Contract will prevail.

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Standard Terms and Conditions of Contract

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01. GENERAL:
02. SECURITY DEPOSIT:
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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

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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 :

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 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. 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)

- (i) The link is also available on of our website www.fact.co.in→Tenders → 'Click Here to Pay EMD/Security Deposit'.
- (ii) 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.
- (iii) 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.

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 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.

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07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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

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

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

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

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

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

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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.

9.0 **STATUTORY OBLIGATIONS**

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

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

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

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

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

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before

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commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.

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

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

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

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

10. CONTRACTOR's WORKMEN

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

11. DEFAULT:

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

12. TERMINATION :

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

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

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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:

(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.

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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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COMPLIANCE STATEMENT

We state that our bid is in full compliance with the documents issued against the tender MM/180/G33962 dated 01.08.2026 for Engagement of Consultant for preparation of long term business plan and vision document of FACT 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:

(Seal)

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Unpriced Copy of Price Bid

Note: This document shall be uploaded along with the 'technical bid' only.

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(Important: Please do not indicate rates in this format. Only indicate "Quoted", under each blank column without fail).

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Description	UOM	Estimated Quantity [Q]	Rate in Rs/Unit excluding GST [R] Indicate "Quoted"	Amount in Rs. excluding GST [Q] × [R] Indicate "Quoted"	GST % Indicate "Quoted"	Lump-sum Amount including GST (Rs) Indicate "Quoted"
1	Appointment of Consultancy Services for Preparation of ten years strategic business plan, roadmap, vision document (Special focus on next 5 year period)	LS	1				
*TOTAL LUMP SUM AMOUNT (Rs)							

*** This total lump-sum amount including GST shall be the quoted final value in financial bid.**

Note:

1. The rate inclusive of GST (for bidders with GST registration), must be entered or specified wherever applicable in the Financial Bid on the GeM Portal. In the event of any discrepancies between the Price breakup format and the Financial Bid on the GeM Portal, the rates provided in the Financial Bid on the GeM Portal will be considered final.

As Input Tax Credit (ITC) is not applicable for bidders without GST registration, those bidders shall apply a GST rate of 0% when offering prices, including GST, in the financial bid on the GeM portal. This means that the rate including GST and excluding GST will be the same for such bidders.

2. The quoted bids are valid for entire contract period of five years and no escalation will be claimed during the contract period.

3. Above fees is in Indian Rupees and inclusive of Travelling, Boarding, Lodging and all other expenses for conducting the assignments.

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 & Signature of
Managing Partner/ Designated Partner
with Membership number and seal of the firm)

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PRICE BREAKUP FORMAT

Note: This document shall be uploaded along with the 'Financial bid' only.

Sub: ENGAGEMENT OF CONSULTANT FOR PREPARATION OF LONG TERM BUSINESS PLAN AND VISION DOCUMENT OF FACT

With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Description	UOM	Estimated Quantity [Q]	Rate in Rs/Unit <u>excluding GST</u> [R]	Amount in Rs. <u>excluding GST</u> [Q] × [R]	GST %	Lump-sum Amount including GST (Rs)
1	Appointment of Consultancy Services for Preparation of ten years strategic business plan, roadmap, vision document (Special focus on next 5 year period)	LS	1				
*TOTAL LUMP SUM AMOUNT (Rs)							

*** This total lump-sum amount including GST shall be the quoted final value in financial bid.**

Note:

1. The rate inclusive of GST (for bidders with GST registration), must be entered or specified wherever applicable in the Financial Bid on the GeM Portal. In the event of any discrepancies between the Price breakup format and the Financial Bid on the GeM Portal, the rates provided in the Financial Bid on the GeM Portal will be considered final.

As Input Tax Credit (ITC) is not applicable for bidders without GST registration, those bidders shall apply a GST rate of 0% when offering prices, including GST, in the financial bid on the GeM portal. This means that the rate including GST and excluding GST will be the same for such bidders.

2. The quoted bids are valid for entire contract period of five years and no escalation will be claimed during the contract period.

3. Above fees is in Indian Rupees and inclusive of Travelling, Boarding, Lodging and all other expenses for conducting the assignments.

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 & Signature of
Managing Partner/ Designated Partner
with Membership number and seal of the firm)

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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 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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