

CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
TEL: 00 91 484 2568233 / 2568267

Email:
nikhilkumar@factltd.com; shima@factltd.com
sivaram@factltd.com

Tender for Supply of Phosphate Rich Organic Manure

Enquiry No : MM/PROM/23/2 dated 28/12/2023

Enquiry Notice

1. Background:

The Fertilizers And Chemicals Travancore Limited (FACT) is a Government of India Enterprise, engaged in the production of Nitrogenous and Phosphatic Fertilizers and trading of Fertilizers.

FACT intends to procure **Phosphate Rich Organic Manure (PROM - granular)** for a period of 2 years through e-procurement portal <https://eprocure.gov.in> as per the following.

- 2. Specifications:** PROM supplied should conform to FCO standards as given in Annexure-I.

Quantity required by FACT: Shall be as per the Annexure-VIII (Unpriced Bid).

- 3.** Please submit the bid strictly in accordance with the terms and conditions (Annexure-II) and instructions to bidders (Annexure-III).
- 4. Rate:** Bidder shall quote their rates strictly in the Price Bid Format – Annexure-IX.
- 5. Validity of Offer:** Offers shall be valid for a period of 90 days from the due date of opening of pre-qualification-cum-techno-commercial bid (Part A).
- 6. Earnest Money Deposit (EMD):** Rs 50,000 Earnest Money Deposit (EMD) shall be remitted through NEFT/RTGS, to the following bank account as below;

FACT A/C No.	: 57017844467
IFSC Code	: SBIN0070158.
Name of Bank	: State Bank of India, Udyogamandal
District	: Ernakulam
State	: Kerala.

In the case of NEFT/RTGS remittance, a copy of the Payment Receipt / UTR No. shall also be furnished along with bid. Bids without EMD details, or insufficient EMD

amount are liable to be rejected except in the following cases- EMD will be exempted for Govt. Depts. /firms/public sector units/MSE units /firms registered under NSIC/ Khadi Board/Start up (Startup- subject to having own manufacturing unit) etc. as per applicable govt. directions, on submission of valid documents. No interest is payable for EMD. If the bidder retracts from or without request of FACT revises, his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages. In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled 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 without prejudice to FACT's other rights to claim damages. EMD of unsuccessful bidder will be refunded after finalization of contract.

7. Pre-qualification criteria:

Sl. No.	Qualifying Requirements	Documents required(To be submitted aspart of technical bid)
1.	<p>Bidder should either be: Company registered under the Companies Act, 1956/2013 OR Registered partnership firm OR Registered proprietorship firm OR Registered societies/Co-operative societies OR Registered Limited Liability Partnership (LLP)</p> <p>Applicable for Start-ups also.</p>	<p>For companies registered under the Companies Act, 1956/2013, notarized copy of Memorandum and Articles of Association and List of Directors, Copy of Certificate of Incorporation & License to Work a Factory to be submitted. OR In case of partnership firm, notarized copy of Registered Partnership Deed, Registration Certificate i.e., Registration of Firm & License to Work a Factory to be submitted. OR For Proprietorship firm, Affidavit of Proprietorship duly notarized (Latest), Registration Certificate i.e., Registration of Firm & License to Work a Factory to be submitted. OR Co-operative societies / Registered societies- Copy of Registration certificate, Copy of Resolution of Members and License to Work a Factory to be submitted. OR For Limited Liability Partnership (LLP), Copy of Certificate of incorporation & License to Work a Factory to be submitted.</p>

2.	<p>Bidders shall be registered with the State Agriculture Authority, having valid F.R.C. of the concern state applied for.</p> <p>Applicable for Start-ups also.</p>	<p>Authorization Certificate/Wholesale Marketing License (FormA2) for PROM shall be submitted.</p> <p>If not available/not submitted at the time of bidding, undertaking may be obtained from the bidders to issue Form O to endorse in FACT FRC. The bidder shall also provide self-declaration to undertake to clear any issues/Query by competent authority in FRC endorsement shall be cleared by the bidders at their own risk and cost within two weeks after receipt of LOI.</p>
3	<p>Bidder should be a manufacturer</p> <p>Applicable for Start-ups also</p>	<p>Bidders shall submit Statutory documents such as Manufacturing License / Factory license, GST, PAN and Pollution consent certificate from Pollution control Board(PCB) for the unit of the concern state. (In case of PCB, if any exemption given by the concern state shall be considered).</p>
4	<p>If Manufacturer registered under Unified GOBARdhan portal of Department of Drinking Water & Sanitation (DDWS) and marketing through Fertilizer marketing companies shall be eligible for claiming Market Development Assistance (MDA) subject to their product confirming FCO standards as amended from time to time.</p>	<p>Copy of the permanent registration certificate being done under GOBARdhan (Galvanizing Organic Bio-Agro Resources Dhan) unified registration portal.</p> <p>For claiming MDA all necessary mandatory arrangements should be made by the bidders as per the guidelines by the DoF from time to time</p> <p>*Market Development Assistance (MDA) shall be claimed by FACT. In case of non-submission of permanent GOBARdhan certificate. MDA amount of Rs .1500/MT shall be loaded for evaluation.</p>
5.	<p>Experience & Past Performance of works executed for PROM, last 2 years i.e., FY 2021-22 and 2022-23.</p> <p>The bidder shall have supplied minimum quantity of 1500 MT in the last 2 years together (FY 2021-</p>	<p>Work Order / PO / MoU / Agreement copy & completion certificate by the client clearly mentioning the Work Order / PO No. / MoU / Agreement No., Name of the Client, Period of Contract and Name of the Product Supplied in last 2 Financial Years i.e., 2021-22 & 2022-23 to be submitted.</p>

	<p>22 and 2022-23).</p> <p>*Not Applicable for Start-ups</p>	<p>For on-going Work Order / PO / MoU / Agreement, year wise material supplied in last 2 financial years i.e., 2021-22 & 2022- 23 should be mentioned along with Work Order / PO / MoU / Agreement No., Name of the Client, Period of Contract in the completion certificate issued by the client along with copy of Work Order / PO / MoU/ Agreement to be submitted.</p> <p>Note: Where Completion Certificate from Client is not available for completed or ongoing Work Orders / PO / MoU / Agreement; in place of Completion Certificate from Client, a Certificate from Practicing Chartered Accountant (CA) clearly mentioning the Work Order / PO / MoU / Agreement No., Name of the Client, Period of Contract and Name of Product supplied in last 2 financial years i.e., 2021- 22 & 2022-23 to be submitted.</p> <p>For bidders who are selling any of the products through their own channel are required to submit Sales Certificate from Practicing Chartered Accountant (CA) mentioning the year wise and product wise sales in last 2 financial years i.e., 2021-22 & 2022-23 to be submitted.</p> <p>For bidders who are using their own channel and also trading through other clients, can submit details as per their discretion.</p> <p>*Note: The Work Order / PO / MoU / Agreement details should be of the same product for which bidder has applied to bid for in this tender.</p>
<p>6.</p>	<p>The Bidder shall have annual manufacturing capacity of PROM to meet at least 50% of the required quantity in the districts</p>	<p>Any of the following document to be submitted</p> <p>a) Documental evidence to prove</p>

	that he is bidding for Applicable for Start-ups also	production capacity from Authorized Govt. Bodies/ Chartered Accountant (OR) b) NSIC certificate mentioning manufacturing capacity c) in case of tie-up with other manufacturers, bidder shall provide any of the above referred document(s) (a or b) to prove the capacity of those manufacture(s) with whom tie up arrangement has been made.
7.	Quality assurance certificate to be produced. Applicable for Start-ups also	Latest quality analysis report for PROM issued by Regional Centre for Organic Farming(RCF), National Centre for Organic Farming(NCOF), any state/central Govt. approved labs or any laboratory accredited by NABL/other Labs as prescribed by Govt.
8.	Manufacturer should have own granulation facilities with required capacity for the quantity offered. Applicable for Start-ups also	Certificate/Documental evidence of having own granulation unit with desired capacity to be submitted
9.	Applicability for “Startups”:	
	Proof of issue of Real Time Recognition Number from DPIIT as Startup.	DPIIT certificate.
	Year of Establishment shall not be more than 10 years from the due date of the tender.	Certificate of Incorporation / Registration.
	Turnover details since incorporation. Turnover shall not be more than INR. 50 crores in any of the years since incorporation.	Audited Balance Sheet and Profit & Loss Statement since incorporation or Certificate by practicing Chartered Accountant (CA) mentioning financial year wise turnover since incorporation (Also mention the years where turnover has been “0”).
Annual manufacturing / trading and supplying capacity for applied product - PROM (Phosphate Rich Organic Manure)	Certificate of annual manufacturing / trading and supplying capacity for PROM (Phosphate Rich Organic Manure) from a practicing Chartered Accountant (CA).	

Note – All the CA certificates to be submitted by the bidders should have a valid UDIN number

Copies of all valid supporting documents to be furnished along with Part -A of Bid.
All documents shall be valid as on the date of opening of PART A of the bid.

8. Payment shall be as per the Clause 34 of Annexure – II- Terms and Conditions of Purchase.
9. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders.

Due date / time for submission of bids: 08/01/2024 - 14:00 hrs. IST
 Due date / time for opening of bids: 08/01/2024 - 14:30 hrs. IST

Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, payment terms are unacceptable except against any post bid clarification as required by FACT.

Please submit your bid complete in all respects, within the stipulated time.

Thanking you,

Deputy General Manager (Materials) – RM
 For FACT Ltd, Cochin.

Encl:

Sl. No.		
1	Annexure I	Specifications of PROM as per FCO
2	Annexure II	Terms and Conditions of Purchase
3	Annexure III	Instructions to bidders
4	Annexure IV	Information about Supplier.
5	Annexure V	List of FACT approved bankers for Bank Guarantee
6	Annexure VI	Proforma of Bank Guarantee for Security Deposit
7	Annexure VII	Compliance Statement
8	Annexure VIII	Unpriced Bid
9	Annexure IX	Price Bid (BoQ)
10	Annexure X	Integrity Pact.
11	Annexure XI	Specifications of Bags

ANNEXURE-I**Specification of Phosphate Rich Organic Manure (PROM) as per FCO norms**

(i)	Moisture% by weight, maximum	25.0%
(ii)	Particle Size	Minimum 90% material should pass through 4.0 mm IS Sieve
(iii)	Bulk Density (g/ cm ³)	Less than 1.6
(iv)	Total Organic Carbon, per cent by weight, minimum	10.0
(v)	Total Nitrogen (as N) per cent by weight, Minimum	0.4
(vi)	Total phosphates (as P ₂ O ₅) per cent by weight, Minimum	8.0
(vii)	C:N Ratio	Less than 20:1
(viii)	pH (1:5 solution) maximum	6.7
(ix)	Conductivity (as dSm ⁻¹) not more than	10.0
(x)	Heavy metal content, (as mg/kg),maximum	
	Arsenic as (As ₂ O ₃)	10.0
	Cadmium (as Cd)	5.0
	Copper (as Cu)	300.0
	Chromium (as Cr)	50.0
	Mercury (as Hg)	0.15
	Nickel (as Ni)	50.0
	Lead (as Pb)	100.0
	Zinc (as Zn)	1000.0

If any amendments by DoF from time to time on PROM quality parameters shall be adhered by the bidder without additional cost and risk.

Terms and Conditions of Purchase

1. The product specifications of PROM should be as per, Annexure I and shall be in line with FCO standards and amended from time to time.
2. Packing: PROM shall be supplied in 50 kg BOPP Bags with inner liner in conformity with the standard norms laid down for the supply of PROM. Complete bags technical specification shall be as per the Annexure – XI. Monograms shall be furnished by FACT on confirmation of order.
3. Bags shall be arranged by the vendor at their cost, however printing design, text in Multi colour scheme (Monograms) would be approved by FACT.
4. The total No. of bags printed must be informed to FACT and daily bags consumption report has to be furnished along with Daily dispatch report.
5. Delivery/Despatch Indent placement depends on crop season, climatic condition and other market factors.
6. Delivery Schedule for bags shall be given 30 days earlier and the whole quantity mentioned in the delivery schedule shall be uplifted by FACT. Delivery Indent for PROM shall be given 10 days earlier. FACT shall not have any liability of packed inventory/ un-utilized bags other than the quantity mentioned in the delivery schedule. The supplier shall not have any claim/rights against the non-lifted quantity / un-utilized bags other than the quantity mentioned in the delivery schedule.
7. If any guidance on packaging size under GOBARdhan scheme shall be adhered by the bidders as amended from time to time by Department of Fertilizers (DoF).
8. If any guidance on specifications of both PROM and bags under GOBARdhan scheme /any other scheme shall be adhered by the bidders as amended by Department of Fertilizers (DoF) from time to time.
9. Random inspection on quality for Bags/PROM shall be done by FACT and cost of testing shall be on account of FACT. In-case sample get rejected then cost of testing shall be on account of bidder.
10. Any change in MRP and subsidy/MDA if applicable, or any other matter informed by FACT, shall also be stenciled / printed on the bags after erasing the old figures. The printed matter shall be smudge free and neat. The bag should be double-stitched and properly sealed.
11. Bagged product shall be without any foul smell.
12. FACT reserves rights to accept or reject any load or part thereof due to reasons like improper granulation/powdery material, foul odour, improper packing, Smudge on bags, cut and torn conditions of bags, deviation on quality specifications of any parameters as per FCO standards or violation of contract terms and conditions

13. Product should be in conformity with the specifications in Annexure – I as laid down in FCO (Fertilizer Control order) and amendments made time to time.

14. FACT shall have the right to check the quality of the product randomly in the premises of supplier before dispatch, at Dealer's point of FACT/sub dealers and in field.

15. Suppliers should furnish batch wise analysis report conforming to the standards of FCO 1985, from Govt. approved laboratory accredited by NABL/other Labs as prescribed by Govt. orders from time to time. Failing which, FACT reserves the right to engage a third party agency for inspecting and drawing samples from the production units and the sampling will be done from the certified lots of production by such agency. Cost of such sampling and analysis will be at Suppliers expense. Taking samples for analysis of the product by FACT's representative or a third party engaged by FACT shall not absolve the supplier of its obligations towards quality of the product and meeting the specifications prescribed under FCO standards.

16. Suppliers shall confirm and deliver the goods as per FACT's DI to its destinations in packing of predetermined sizes, subject to the provisions of Standards of Weights and Measures Act, 1976, Fertilizer Control Order, 1985 and other latest Government regulations. If any deviation in net/gross weight, according to weight and measurement Act, 1976 subsequent losses on said things shall be recovered from the suppliers.

17. FACT shall have full right to reject the entire consignment received in the field for any deviations in quality as detected by FACT and/ or any State/ Central quality inspection authority under FCO.

18. If the products supplied are found to be inferior quality, at FACT destinations or after being sold to FACT's customers, the supplier shall be fully responsible for the same. The supplier shall replace such stocks, ensure compliance of all the legal/statutory requirements and redress issues related to legal metrology, customer complaints, FCO matters etc. at the destination/state levels within the respective states, if any, and take measures to ensure that FACT's brand image is not affected. The supplier shall indemnify FACT against all claims, damages, cost and other charges, which FACT may suffer as a consequence of quality deficiency or performance or violations of the laws by the supplier.

19. Supplier shall arrange to dispatch on FOL basis to FACT dealers or Sub-Dealers of FACT wholesalers at the destinations mentioned by FACT as per the list of destinations attached Annexure-VIII (i.e unpriced bid) and DI given by concerned officer of FACT. In addition to FOL deliveries, product shall be supplied to FACT depots/Warehouses/Stock Point Dealers (SPD)/buffer Godowns as per indent.

20. The list is not conclusive, and new additions to the stock points if any, and as and when taken by FACT during the period of contract, will be informed in course of operations. The new additions to the stock points shall be within the radius of 20km to destinations quoted by suppliers. The supplier shall be able to supply the quantity to all the stock/sale points of FACT as per the despatch instructions given.

21. Indent shall be provided to suppliers for a truck load of 15-35 MT. However, if indent is lesser than a truck load, which shall be clubbed with other dealers in a market or nearby markets by covering the distance of 20 Km with maximum delivery of four destinations.

22. If dealer placed indent for multiple deliveries (max. of 4 deliveries) in the market or nearby market in a single indent, the same should be honored at the cost of supplier covering 20km of radius to the destination.

23. The price offer shall be inclusive of cost of material, cost of bags, printing and packing, loading, transportation and transit insurance any other upto dealers or sub-dealer points/FACT Depot/ FACT SPD/ Storage location notified by FACT from time to time and GST extra as per prevailing rates.

24. Price quoted shall be exclusive of all charges like duties, levies, GST and all other statutory levies as imposed by state/ central government and local authorities from time to time.

25. Transit insurance shall be arranged by the supplier at his own cost.

26. Product shall be delivered at the stock/sale points etc. specified as per FACT's Despatch Instructions given by email.

27. Delay in Delivery/Liquidated Damages: Time is the essence of contract and the delivery period mentioned shall be strictly adhered to. Supply has to be made on confirmed order

A period of 10 days will be allowed for completion of supply, which will commence from the date of issue of respective indent. Any delay in supply/delivery within stipulated time / non-supplies will attract LD clause as per FACT's standard terms of purchase. FACT reserves the right to accept the material after imposing the penalty @1% total value of material delayed for every week and part thereof the period of delay from the delivery period subject to maximum of 10% of the total value of material delayed. LD shall be recovered from the Supplier against pending bills/payments by FACT. If there is no running bill, the amount will be adjusted against SD. Delivery shall be deemed completed on the date of arrival of consignment at destination.

28. In case of delayed delivery/ non-delivery, in stipulated time FACT also has the alternate option to cancel the order in part or full and arrange such cancelled quantities or services from alternate sources at the risk and cost of the Supplier.

29. The Quantity indicated in each destination is indicative. Supplies shall be made for actual requirements, which may vary from the estimated quantities. FACT shall have sole and unfettered discretion to decrease/increase the purchase from the seller depending upon market conditions and climatic conditions within the validity of the contract quantity.

30. The Supplier shall provide despatch details and bag consumption on daily basis through email/ Google sheet/ any other electronic web application developed in future etc., as per the requirement of FACT from time to time.

31. PERIOD OF CONTRACT: The period of contract shall be two years from the date of confirmation of the order.

32. The prices shall be firm till complete execution of the order.

33. FACT reserves the right to undertake supplies from alternate source, if O forms or other statutory documents relevant to obtaining/endorsing FACT's State License are not furnished within two weeks of obtaining purchase order.

34. FACT shall make payment to the supplier by NEFT/RTGS/other online modes on the 45th day from the date of submission of invoices based on stock receipt acknowledged by Wholesale points/ Retail points in delivery challan/supplier Invoice and subsequent confirmation by the FACT officer concerned. In case of delivery to FACT ASC/SPD/Agency/ warehouses / storage points the concern FACT officers/representatives may acknowledge the receipt of such stock.

If Supplier stops supplying in any destination SD will be forfeited for concerned destination. If supplier stops supplying in more than 3 destinations, despite issuance of DI by FACT, FACT will put supplier on enquiry holiday from participating in next tender along with forfeiture of relevant SD.

35. Security Deposit: 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 by NEFT/RTGS or by Bank Guarantee issued by a Nationalized / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order whichever is earlier. The security deposit will be returned on successful completion of contract. Any delay in activities of FACT due to non-submission of the Acceptance copy of Order or Security Deposit by Supplier, shall not constitute reasons for extension to Supplier's Delivery Promise or waiver of liquidated damages for late delivery. Security Deposit shall be kept valid until Supplier discharges all obligations under the Order. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

Note; Electronic Bank Guarantee is also acceptable.

In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the Contractor

The bidders should not make any trade arrangement with FACT dealers/ sub-dealers by using FACT marketing channel to promote their own brand or any products available with them during the contract tenure. If any complaints proved, contract shall be terminated and FACT shall be entitled to claim from supplier for all losses caused to suffered by the company.

36. The Supplier shall indemnify and hold FACT harmless from all claims, losses, demands, causes of action or suits arising out of the services, labour, equipment and materials furnished by Supplier under Order.

37. FACT shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the supplier in case of non-supply or violation of said contract terms,

38. FACT shall be entitled without prejudice to any other rights, to claim from the supplier all losses caused to or suffered by the Company.

39. Contract administration shall be by GM (Marketing)/DGM (Marketing) Contact details are;

Ph 0484 2567485 / 2567679/ 2567660;

Email:headfertilisermarketing@factltd.com; pratheep@factltd.com:

arunkumar@factltd.com

40. FORCE MAJEURE: Neither the Supplier nor FACT shall be considered in default in the performance of their obligations under the Purchase Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof. 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 Purchase Order at no charge to FACT.

41. This contract shall be subject to and shall in all respects be governed by Indian law. Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

42. FACT, a Central Public Sector Enterprise (PSE) 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 Supplier shall make himself aware of the above policy and comply with the same.

43. "Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers And Chemicals Travancore Ltd. on plain paper along with the bid as per Annexure X. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed
601-A, Lotus Enpar Residency,
Shakarrao Naram Path,
Lower Parel,
Mumbai-400013.
2. Shri B. Ravichandran
Flat No.TF3, RKC Subrabath,
7th Street, Kumaran Colony,
Vadapalani, Chennai 600 026
Mobile: 9482234346 Email: bravi1958@gmail.com

Note:

(1) In case bidders require any clarification pertaining to the tender please contact: S Sivaramakrishnan / Shima P S/ T.Nikhil Kumar sivaram@factltd.com
shima@factltd.com nikhilkumar@factltd.com Ph.0484-2568233/0484-2568620/0484-2568267. **Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tender.**

Tender for Supply of Phosphate Rich Organic Manure (PROM)

Enquiry No : MM/PROM/2023/2 dated 28/12/2023 for Supply of PROM.

Instruction to Bidders

1. **Enquiry documents** may be downloaded from FACT website (<https://fact.co.in>). Enclosures forming part of this enquiry: Terms of Purchase, Instructions to Bidders, Specification of Organic PROM, List of destinations, Information about supplier, Unpriced bid, Price Bid, Compliance Statement, Integrity Pact.
2. EMD shall be as per clause 6 of Enquiry Notice.
3. **Validity of Rates/Bids:** The rates quoted in the tender are to hold good for a period of 90 days from the date of opening of the pre-qualification-cum-techno-commercial bid (Part A) and if contract is awarded, the same rates shall be valid for the entire period of contract. The Price shall remain firm throughout the period of order and shall not be subject to any escalation on any account.
4. **Pre-qualification criteria:** Shall be as per the clause 7 of enquiry notice.

5. METHOD OF EVALUATION OF BIDS / AWARD OF CONTRACT:

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

- i. Bidder shall quote their most competitive rate per MT for supply of PROM (in 50 kg bag) to the destinations indicated in the price bid on door delivery basis.
- ii. Bidders may submit his quotation for destinations he is quoting for. The present destinations are given in Annexure VIII. The destination wise quoted rates will be applicable for all dealers or sub-dealer points/FACT Depot/ FACT SPD/ Storage location connected to quoted destination. Bidder is free to quote for one or more destination.
- iii. Determination of the L1 bidder for destination shall be based on the total lowest rate quoted by the bidders for each destination. In case more than one bidder becomes L1 to any destination, revised lower bids will be obtained from L1 bidders and final L1 bidder will be determined accordingly. If revised bid still happens to be a tie, the indented quantity will be split on 50: 50 (or equitable basis).
- iv. PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration Numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders

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

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

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

This tender is Non – divisible.

Purchase preference under Make in India (MII) shall be applicable 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 Dept. of Fertilisers, Govt. of India

6. BID SUBMISSION:

Bid shall be submitted within the due time:

Due date / time for submission of bids: 08/01/2024 - 1400 Hrs. IST.
Due date/ time for opening of Bids: 08/01/2024 - 1430 Hrs. IST.

Note: Any bid received after due date/time shall be rejected.

Bid documents shall consist of 2 parts, Part -A and Part- B as detailed below

PART -A: Pre-qualification cum techno-commercial bid. This bid shall consist of the following documents.

- a) Documents to satisfy pre-qualification criteria.
- b) Information about supplier (as per Annexure - IV).
- c) Payment receipt of EMD/ Certificate in proof of exemption of EMD.
- d) Compliance statement (as per Annexure – VII)
- e) Unpriced Bid (as per Annexure – VIII).
- f) Integrity Pact (as per Annexure – X).

PART-A Pre-qualification cum techno-commercial bid, consisting of all documents as mentioned above shall be duly filled wherever required, signed and affixed with seal on all pages and uploaded on central public procurement portal before the due date and time.

PART B: PRICE BID; Price shall be indicated in the BOQ format.

7. Part -B (price bids) bids of bidders whose part-A bids are found acceptable on evaluation only, will be opened on a subsequent date.

8. Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in>) for any updates / corrigenda on the enquiry, including extension of due date, if any. No advertisement will be given in the print media. Bidders shall meet all expenses in connection with submission of his bid, attending the bid.
9. Submission of the bid implies that (a) all the terms and conditions of FACT have been carefully read and understood by the bidder and (b) all the clarifications required are obtained by the bidder from FACT.
10. Counter conditions by bidder may render his application liable for rejection.
11. All clarifications and correspondence related to this enquiry shall be made only in English to Ph: 0484 2568233 /2568267; email: sivaram@factltd.com; shima@factltd.com, nikhilkumar@factltd.com

If the supporting documents furnished by vendor which was valid on the opening of PART A of bid are expiring during period of contract, vendor shall give an undertaking that he shall arrange extension of validity of documents as and when required.

12. The bidder shall furnish the following along with the PART A.
 - i. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
 - ii. Place of supply/Service.
 - iii. Address of the supplier/service provider's billing the item if it is different from ii. above.
 - iv. GST rates applicable for each item.

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

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

Tamilnadu:	33AAACT6204C1Z0
Karnataka:	29AAACT6204C1ZP
Andhra Pradesh:	37AAACT6204C1ZS
Telangana:	36AAACT6204C1ZU
Puducherry:	34AAACT6204C1ZY

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
 - b) Shall ensure uploading the above invoice as per statute &
 - c) File monthly returns in time enabling FACT to claim the input tax credit.
- GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by

the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

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

13. General:

a. FACT reserves the right to extend, the last date for submission and opening of bid without giving any reason, but such extension will be duly intimated to those who have submitted bids. 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.

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

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. FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.

c. 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.

d. 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 Start-ups 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.

e. All clarification and correspondence related to this enquiry shall be made only in English to the Deputy. General Manager(Materials) RM, Centralized Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 0484-2568267/2568233; Email: nikhilkumar@factltd.com / shima@factltd.com; sivaram@factltd.com

f. 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.

INSTRUCTIONS TO BIDDERS ON E-TENDER

1. Bidders shall study carefully the complete enquiry documents

2. Offers against this enquiry shall be submitted online on e-procurement portal <https://eprocure.gov.in>, with valid 'Digital Signature Certificate' (DSC). Offers submitted on any other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.
3. All interested bidders are requested to register themselves on the above website with their valid DSC. It is mandatory for bidders to have valid DSC (of Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the enquiry. Valid DSC shall be arranged by the bidders themselves at their cost. Bidders may refer Bidders Manual Kit available on the above website for detailed information and instructions for registering, submitting offers etc.
4. SUBMISSION OF BIDS: Bids shall be submitted in TWO PARTS
5. PRE-QUALIFICATION-cum-TECHNO- COMMERCIAL BID (Part A) shall contain all the documents as per the Clause 6 and 12 of Instructions to Bidders.
6. Part-B: PRICE BID:
 - a) Price Bid (BOQ) attached to the enquiry shall be uploaded after filling all relevant information such as, name of the bidder, basic price, taxes & duties as called for.
 - b) The priced bid shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the bid sheet will not be accepted by the System.
 - c) Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.
 - d) Prices shall be quoted only in the prescribed bid form and those indicated elsewhere, if any, shall not be considered.
 - e) Price Bid shall be uploaded only in Part B.
 - f) Bidders shall quote the unit prices in figures strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The prices shall be firm without any escalation on any account till the order is completely executed.
7. Both Part-A and Part-B of the Bid shall be uploaded with all relevant documents before due date & time in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission.
8. Non-submission of any document or submission of incomplete documents may result in rejection of offers. Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.
9. BID OPENING

- 9.1 Part-A of the bids of all bidders who submit their Bid as per the instructions by the due date and time as above and which are in conformity with the instructions specified in the enquiry documents shall be opened online.
- 9.2 Part-B - Price bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date.

10. HELP DESK

- 10.1 In case of any queries regarding online bid submission through E tender, Please contact the E -Tender Helpdesk: Mr. Ajino Anand.
Tel: 9497334230, Email:ajinoanandh@gmail.com

Enquiry No : MM/PROM/2023/2 dated 28/12/2023

INFORMATION ABOUT SUPPLIER

[Please use additional sheets, if space is insufficient]

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

1. Name & address of the firm: -----

2. Office telephone NO: -----
3. E-Mail IDs for correspondence: -----
4. Constitution of the firm: PROPRIETORSHIP / PARTNERSHIP / PVT LTD. CO / PUB. LTD. CO./CO-OPERATIVE SOCIETY (PLEASE TICK).
5. Category: Whether the entrepreneur comes under the following status (PLEASE TICK): MICRO/SMALL/MEDIUM
6. Year of establishment:
7. Plant wise capacity of PROM production:

Plant 1 :..... MT/ANNUM
(..... MT/Month)

Plant 2 :..... MT/ANNUM
(..... MT/Month)
etc

Total: :..... MT/ANNUM
8. Financial turnover in past three years:
(copy of balance sheets to be furnished)
9. Name, address and telephone nos. of PROPRIETOR / PARTNERS/ DIRECTORS:

Name:
Address:
Phone no (office):
Phone no (residence):
Mobile phone no.:

10. Details of persons who shall co-ordinate with fact for execution of the contract.

Name:
Address:
.....
Phone no (office):
Phone no (residence):
Mobile phone no.:
E-mail id:

11. Details of authorized signatory:

Name:
Address:
.....
Phone no (office):
Phone no (residence):
Mobile phone no.:
E-mail id:

12. Previous supplies :

SL. NO.	Name of the client served	Contract Period	Product Supplied	Volume in MT
1				
2				
3				
4				
5				
6				

NOTE: Documentary evidence in support of the above from clients served shall be enclosed along with the bid.

13. Bank and other details:

1	Income Tax PAN no.	
2	Name of the bank	
3	Address of the Bank branch	
4	City and state	
5	IFS code of the Bank branch	
6	Name of the Bank branch	
7	Bank account no.	
8	Account holders' name	
9	Vendor email address	

14. Quality Certificate & Analysis Report, in compliance with FCO specifications furnished: YES/NO
15. Give Details of Manufacturing Clearances/Capacity: Furnished Copies: YES/NO
 - a)
 - b)
 - c).....
16. Registration in IFMS portal: YES/NO.....
17. EMD- Yes/No IF MSE indicate documents given:
18. Other Documents: Copy of GST Registration: Furnish Copy: YES/NO
19. Whether price bid submitted : YES/NO
20. Details of Wholesale Marketing License obtained:
21. Aadhar:
22. PAN:

25: Declaration by Bidder:

I/we certify that all information furnished by me / us in the information about supplier (Annexure-iv), is correct and true. In the event that the information given is found to be incorrect / untrue, fact reserves the right to disqualify me / us or terminate our contract without giving any notice or reason thereof.

I/we also confirm that we have read and understood all the conditions stated in your notice inviting tender, instructions to suppliers and terms and conditions and hereby confirm our acceptance of the same. I/we also undertake that in case of award of contract, i/we shall supply required quantity of PROM as per FCO standard in terms of quality to the destinations as per fact's instructions. I/we shall also deploy a responsible person with proper communication/office facility at the above locations for ensuring effective co-ordination during the contract period.

Place:

Date:

(Signature & seal of authorized signatory)

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:**Ref: Enquiry No : MM/PROM/2023/2 dated 28/12/2023**

Please note that all bank guarantees against the above referred enquiry shall be issued and confirmed by the banks approved by FACT. The list of banks approved by FACT is attached.

A) List of Scheduled Public Sector Banks

1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

B) List of Scheduled Private Sector Banks

1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt

c) FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank,
14. Standard Chartered Bank.

Note: If Bank Guarantee is issued from a foreign branch of an Indian Bank, then confirmation from Indian branch is necessary. If Bank Guarantee is issued from a foreign bank, then counter guarantee from Indian Bank is necessary

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

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

WHEREAS FACT - Head Office, a Division of The Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s.....hereinafter called the Seller) for the supply of and whereas it is one of the conditions of the said purchase order that the Seller shall either remit a sum of INR.....(INR.....only) or furnish a Bank Guarantee for INR..... (INR.....only) as security deposit for the due fulfillment of the said purchase order by the said Seller.

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

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

We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the said Seller in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

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

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

We further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said Purchase order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Seller and either to enforce or forebear from enforcing any of the terms and conditions governing the said Purchase order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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

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

Dated this day of Two thousand and Twenty-three

For (Name of Bank) :
Authorized Official :
Name :
Designation :
Place:

Full address of the Branch issuing this guarantee.

COMPLIANCE STATEMENT

Ref: Enquiry No. MM/PROM/2023/2 dated 28/12/2023

We have read and understood the Enquiry Documents against your enquiry no. MM/PROM/2023/2 dated 28/12/2023 and hereby confirms our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document/ Clause No.	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

**(To be executed on Plain Paper)
INTEGRITY PACT**

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

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

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

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

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Contractor signing this “Integrity Pact” shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
(Office Seal)

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Place:
Date: