

CORPORATE
MATERIALS

STEVEDORING, BAGGING, HANDLING ETC. OF
BULK FERTILISERS AT TUTICORIN SEA PORT.

Enquiry NO:
MM/180/E26940 dated
04.03.2023

NOTICE INVITING e-TENDER

1.0 Bids [Two Part system] are invited from experienced contractors meeting the qualifications specified below for the work of Stevedoring, Bagging, Handling Etc. of Bulk Fertilisers At Tuticorin Sea Port for 2 years, as per details furnished in the tender documents enclosed with this enquiry.

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

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

2.0 General Information


Enquiry No.	MM/180/E26940 Dated 04.03.2023
Mode of Tendering	TWO PART SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	20.03.2023 / 11.AM
Date & Time for opening of Part A of the Bid.	21.03.2023 / 11.30 AM
Contract Period	Two Years
Name of Work/ Description/ quantity	Stevedoring, Bagging, Handling Etc. of Bulk Fertilisers at Tuticorin Sea Port as per details furnished in the tender documents enclosed with this enquiry.
EMD	Rs. 1,00,000/- by NEFT/RTGS
Contact info:	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230 email: ajinoanandh@gmail.com 2) Mr. Noble Ulahannan, Tel: +91 484 2568260, e-mail: noble@factltd.com 3) Mr. Paul P Thomas, Tel: +91 484 2568629, e-mail: paulpt@factltd.com

3.0 TENDER DOCUMENTS (e-TENDER)

Visit Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bid submission shall be in electronic form through <https://eprocure.gov.in> only. See Annexure I 'Instructions to Bidders (e-Tender)'.

4.0 PRE QUALIFICATION CRITERIA:

4.1 Bidder shall furnish **Original Solvency Certificate or Copy duly attested by a Notary for Rs.45.0 Lakh** from a Nationalised/ Scheduled Bank. Scanned copy of Solvency certificate (Original/Copy duly attested by a Notary) shall also be uploaded along with Part-A Bid (Techno commercial Bid). The Solvency certificate issued shall **be dated after three months prior to the date of enquiry.**

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- 4.2 Bidder must have valid Stevedoring License issued by Tuticorin Port Trust for undertaking the work at the Port. Self-attested Copy of the License shall be submitted along with the Part-A (Techno commercial) Bid.
- 4.3 Bidder must have experience in Stevedoring of at least one shipment of minimum 20,000 MT Bulk Cargo of fertilizers, Food grains, Sugar etc., at any major Port in India, during any of the last five years ending on the date of tender for any Government/ Quasi Government Departments/ Public sector under takings/ Private limited companies/ Public limited companies during any of the last five years as on the date of enquiry. As a proof of satisfying the above criteria bidder must enclose copies of i) Work order supported by corresponding ii) Experience certificate and iii) Performance certificate from organization served, with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry
- 4.4 Bidder must have an office in Tuticorin or willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to coordinate day-to-day activities with FACT. Bidder shall submit a declaration in this regard.

Bids not complying with 4.1 to 4.4 above are liable to be rejected

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

5.0 **SCOPE OF WORK:**

Please refer Terms and Conditions (Annexure III).

6.0 **EVALUATION OF BIDS:**

- 6.1 Bidder's capacity, past performance, financial position, working capital mobilization capacity etc. shall be taken into account while evaluating the pre-qualification cum techno-commercial bids. Only price bids of pre-qualified bidders will be considered further.
- 6.2 Bidder shall quote for all the items of works, as indicated in the Price Bid format, Annexure-VI. Bids not complying with the above shall not be considered. The rates quoted shall be for a fixed discharge rate of 5000 MT per WWD (*Weather Working Day*) Bulk SHEXEIU for Tuticorin port for bulk fertilisers viz. MoP, Complexes, AS, Etc.
- 6.3 Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all the items of work as per the Price Bid Format (Annexure-VI). The combined total value as above shall be arrived based on the rates quoted by the Bidder against each item and the corresponding quantities indicated. A Single Work Order shall be issued for all the items of work.

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7.0 **GENERAL**

- 7.1 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.
- 7.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified.
- 7.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 7.4 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. Along with the bid as per Annexure-XII. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. **Shri Ahmad Javed**

Flat 902, Saikrupa Hill View,
Golf Course Road, Sector -12.
Kharghar, Navi Mumbai-410210
Mobile: 9821058152
Mail: ajtopcop@gmail.com


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: The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to The Assistant Manager (T&S), Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 7.5/7.6 below. *"Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders."*

- 7.5 For any clarification on this enquiry please contact Senior Manager (Materials)-T&S-c,[Phone No 0484-2568260] or Asst. Manager(Materials)-T&S[Ph.: 0484-256 8633], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

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7.6 For information on nature of work please contact Senior Manager (Imports & Trading)
[Phone No.0484-2567660/2546952], e-mail: arunkumar@factltd.com.

For The Fertilisers And Chemicals Travancore Limited

SENIOR MANAGER

(MATERIALS)-T&S-c

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	<i>Annexure I</i>	<i>Instructions to Bidders (Open e-Tender)</i>	9
2	<i>Annexure II</i>	<i>Vendor Data Updation(Declaration) Form</i>	4
3	<i>Annexure III</i>	<i>Terms & Conditions</i>	20
4	<i>Annexure IV</i>	<i>Compliance Statement</i>	1
5	<i>Annexure V</i>	<i>Unpriced copy of Price bid format</i>	1
6	<i>Annexure VI</i>	<i>Price bid format (BoQ)</i>	1
7	<i>Annexure VII</i>	<i>Proforma of Bank Guarantee for Security Deposit</i>	3
8	<i>Annexure VIII</i>	<i>Proforma of Agreement</i>	2
9	<i>Annexure IX</i>	<i>Integrity Pact</i>	5

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ANNEXURE – I**Instructions to Bidders (OPEN e-Procurement)**

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

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be submitted to the following on or before the due date:

The Senior Manager (T&S)-C,
Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:

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

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


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

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

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

5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.

5.4 Fill-in all the relevant fields of the BoQ **either in value or as a percentage as**

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specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.


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

6.0 BID OPENING:

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

7.0 EARNEST MONEY DEPOSIT:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through NEFT/RTGS to **FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158.** A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be**

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rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

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

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

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration Numbers on CPPP is mandatory, 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 Micro And Small Enterprise 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 Micro And Small Enterprise status, in which case they will not be eligible to claim PP benefits/EMD exemption.

In divisible tenders, participating Micro And Small enterprises 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 Micro And Small Enterprise. Such Micro And Small Enterprises shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such Micro And Small Enterprise, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of Micro And Small enterprises as per the order shall also be applicable.

In case of non-divisible tenders, an Micro And Small Enterprise 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 Micro And Small enterprises subject to bringing down of price to L1 by the Micro

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And Small Enterprise 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/percentage rate for the work strictly as per the BoQ (Price Bid format). Bids not complying with the above are liable to be rejected.

The Un-priced bid shall be submitted along with Part-A bid duly filled and signed by the Bidder. Quoted Rates or percentages shall not be indicated in Un-priced Bid.

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

12.0 SECURITY DEPOSIT:

- 12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **Three percent (3%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of

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India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

13.0 PURCHASER'S RIGHT:


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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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5. HSN / SAC codes of each of the goods / services quoted

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

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

Tamilnadu: 33AAACT6204C1Z0

Karnataka: 29AAACT6204C1ZP

Andhra Pradesh: 37AAACT6204C1ZS

Telangana: 36AAACT6204C1ZU

Puducherry: 34AAACT6204C1ZY

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
- a) Shall ensure uploading the above invoice as per statute &
- b) 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

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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 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.
- 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 Senior Manager(Materials)T&S-C, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568633/2545196; Email:noble@factltd.com
- 17.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

18.0 TENDER UPDATES:

Bidders are requested to visit Central Public Procurement Portal

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(<https://eprocure.gov.in>) regularly for any updates/corrigendum on the tender, including extension of due date, if any. No other mode of communication shall be made in this regard.

19.0 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.

SENIOR MANAGER (MATERIALS)-T&S-c

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TRANSPORTATION &
SERVICES

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



CORPORATE
MATERIALS

STEVEDORING, BAGGING, HANDLING ETC. OF
BULK FERTILISERS AT TUTICORIN SEA PORT.

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ANNEXURE – II

Stevedoring, Bagging and Handling Of Bulk Fertilizers at Tuticorin Port.

Vendor Data Updation(Declaration) Form

[Use additional sheets, if space is insufficient]

1. Name of the Bidder:

2. Address

Phone No.

Fax 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/ :
Head Office

Phone No.

ii) Branches - 1.
(list out each
branch with phone nos – 2
(use additional sheets
if required) . 3.

iii) Address of Cochin Office (If any) :

Phone No.

Fax No.

Name of Contact person:

Mobile No:

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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 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. Operational infrastructure facility available (Owned/Hired):
Pay loaders:
Dumpers/tippers:
Bag stitching machines:
Cranes:
Any others:
Labour arrangement:

9. 1. Name/nature of normal business of the Bidder:
2. Category:
a. Whether the entrepreneur comes under the following status (please tick)
Micro/Small/Medium
b. In case bidder is an Entrepreneur whether he/she belongs to SC/ST category

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

10. Experience of bidder, if any, in Stevedoring Bulk Cargo at Port:
(Please enclose i) work order copies ii) experience certificate iii) performance certificates along with PART-A Bid, in support of experience indicated above).
11. Stevedoring License No: Valid up to:
12. CHA License No. : Valid up to:

Copy of valid Stevedoring License registered with the Port Trust and CHA License to be enclosed along with Part-A Bid. **In case the bidder does not have valid CHA License,**

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he may indicate how he will arrange the Customs clearance works for the work as per the Contract.

13. Turn- over for the last three : 2019-20 2020-21 2021-22
Financial years (in Lakhs)
14. PAN Card No:
(Attach Photocopy of PAN Card)
- 15 Details of Profit & Loss Account:

(Please enclose copies for the preceding three financial years (duly audited))

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss (Rs.)
I	2019-20		
2	2020-21		
3	2021-22		

16. Details of Balance Sheet of the bidder/firm for preceding three years, if applicable:

S.No.	Year (as on)	Total Capital (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2019-20				
2	2020-21				
3	2021-22				

(Please enclose copies of Balance Sheets, duly audited, for the preceding three financial years).

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

1	Income Tax PAN No.	
2	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.	

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8	Account holders' Name	
9	Vendor email address	

18. GST Registration No:
(GST Registration Certificate to be enclosed).
19. Whether paid EMD /Exempted :
20. Mobilization time required for commencement of work from the date of issue of Letter Of Intent (LOI) or Work Order whichever is earlier, by FACT. :..... Days.
21. Following documents are to be enclosed along with Part-A Bid:
1. Copies of work orders supported by corresponding experience and performance certificate
 2. Copies of Audited Balance sheets and Profit & Loss Accounts for the preceding three financial years (2017-2018, 2018-2019, 2019-2020).
 3. Copy of "Permanent Account Number" (PAN) Card.
 4. Copy of GST Registration certificate.
 5. Copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws, Certificate of Registration etc. as applicable).
 6. Document indicating Provident Fund Code number.
 7. Copy of valid Stevedoring License issued by Port Trust.
 8. Copy of the CHA Licence for the port.

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.

In case the validity of the Stevedoring License issued to me/ us by Port Trust is expiring during the tenure of the contract, I/We hereby undertake to renew the said license till the expiry of the contract period/extensions, if any.

Name of Bidder:
Signature of the Bidder:

Place:
Date:

Office seal

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ANNEXURE-III

Stevedoring, Bagging and Handling Of Bulk Fertilizers at Tuticorin Port.

Terms and Conditions of Contract

1.0 DEFINITIONS

- 1.1 FACT shall mean THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal (FACT-UC) and at Ambalamedu (FACT-CD) and Marketing offices spread across India (which expression shall repugnant to the context or meaning thereof, include its successors and assigns)
- 1.2 "contractor" shall mean the individual / firm / company, who has been awarded the Work Order (contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representatives heirs, successors and assigns.

2.0 PERIOD OF CONTRACT


- 2.1 The period of contract commences from the date of issue of Letter Of Intent (LOI) / Work Order, whichever is earlier, and shall be effective (i) for a period of Two years thereafter or (ii) till completion of entire work and submission of final report in respect of any vessel sailed prior to or on the last day of the above Two years period, whichever is later.

3.0 AGREEMENT

- 3.1 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.500) as per the proforma as specified by FACT.

4.0 SECURITY DEPOSIT

- 4.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to three percent (3%) of the total contract value by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months

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thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

4.3 The SD shall remain at the disposal of FACT, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The SD shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. In case the contractor fails to make good any amount due from him inter-alia, losses, damages, penalties, dues etc. as may be payable by the contractor, FACT shall be at liberty to deduct/ appropriate such payments from the security deposit without prejudice to FACT's right to claim balance amount from the contractor. Violation(s) of any of the terms and conditions of Contract by the contractor shall entail (i) forfeiture of the SD and (ii) disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

5.0 COMMENCEMENT OF WORK

5.1 The contractor shall commence the work, if required, immediately on receipt of the Letter of Intent / work order from FACT, whichever is earlier, as the liability to perform the contract will begin immediately on the receipt thereof.

6.0 FIRMNESS OF RATES

6.1 **The rates shall be firm till the complete execution of the contract.** No charge/claim on any account, incidental or otherwise, shall be payable by FACT.

7.0 QUANTUM OF WORK:

7.1 DETAILS ON QUANTUM OF WORK:

Sl. No.	Description	QTY
	Discharge Rate (MT PWWD SHEXEIU)	5000
	Bagging Rate (MT per day)	3000
1	Customs/port documentation clearance, stevedoring, handling, bagging & standardisation, stacking in godowns, loading on to trucks, unloading from trucks, loading wagons etc. for despatch by RAIL etc. as per clause 9.1 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	2.40 lakh (Two point four zero lakh) MT
2	Customs/port documentation clearance, stevedoring, handling, bagging & standardisation, stacking in godowns,	0.6 lakh (Zero point six lakh)

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	loading on to trucks for despatch by ROAD etc. as per clause 9.2 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	MT
3	Stenciling of MRP/subsidy details on bags as per clause 9.3 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	5 lakh (Five lakh) Numbers

7.2 The estimated quantity for Stevedoring, bagging and handling as above during the contract period of two years will 300,000 MT.

The average discharge rate from the shipments, which is to be guaranteed by the bidder, shall be not less than 5000 MT per WWD (Weather Working Day) Bulk for bulk fertilizers viz. MoP, Complexes, AS, Etc.

The Contractor shall ensure bagging/standardization as per requirement of FACT, which may be upto 3000 MT per day for bulk fertilizers viz. MoP, Complexes, AS, Etc.

7.3 **The quantum of work depends up on various factors like arrival of shipments, Govt. policy, agro-climatic conditions, market requirement, supply plan issued by Government, production at FACT's plants, availability of rake etc. and the quantum indicated in the W.O. is only indicative.** FACT reserves the right to reduce or increase the quantum of work at any time without assigning any reason whatsoever and the contractor shall carry out the work as per actual quantity requirements of FACT at the same rates and terms & conditions as per the W.O. The contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantum of work. In case of operation of work, the rake volume per day minimum required by us is approximately 2700 MT i.e. the quantity required for loading a full rake of 42 wagons.


8.0 GST

8.1 Rates given in the Work Order are exclusive of GST. GST if applicable will be payable extra by FACT as per statutory notification.

9.0 SCHEDULE OF WORK & SCOPE OF WORK

The work involves all activities related to Customs/ Port clearance, Stevedoring shipments of Bulk fertilisers like Muriate of Potash (MOP), Ammonium Sulphate (AS), Complex Fertilisers such as Di-Ammonium Phosphate (DAP), Ammonium Phosphate Sulphate of various grades etc., arriving at the sea port, subsequent handling of the fertilisers at the Port and transportation to & unloading at Godowns in/near the port, bagging, standardisation and allied works, handling of bagged products, loading on to trucks for onward despatch of fertilisers by road/rail, transportation and loading on to railway wagons for despatch to various destinations as per requirement of FACT, as per the "Schedule of Work" and detailed "Scope of Work" given below:

SCHEDULE OF WORK

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- 9.1 Customs/port documentation & clearance, stevedoring, handling & loading on to tippers, transportation from wharf to godown/s in/near the port, unloading & handling at the godown/s, bagging and standardization, machine stitching of bagged & standardized product, stacking of the same in godown, de-stacking whenever necessary and loading on to lorries, transportation to railway siding, loading on to **rail wagons** and obtaining Railway Receipt (RR) and necessary documentation.
- 9.2 Customs/port documentation & clearance, stevedoring, handling & loading on to tippers, transportation from wharf to godown/s in/near the port, unloading & handling at the godown/s, bagging and standardization, machine stitching of bagged & standardized product, stacking of the same in godown, de-stacking whenever necessary and loading on to lorries & dispatching to various destinations as per FACT's requirement and obtaining **Lorry Receipt (LR)** and necessary documentation.
- 9.3 **Stenciling** of Maximum Retail Price/subsidy details on the bags (filled with 50 kg product or on empty bags) at the godown/s, as per instructions given by the authorised personnel of FACT using stencil plate, brush, paint etc., including tools, equipment, labour etc. provided by the contractor **at his own cost**.

SCOPE OF WORK

- 9.4 The contractor shall mobilize enough labour, tippers, handling equipment, trucks, tools, weighing balance, other equipment etc. required for undertaking the above said work for the quick discharge of the bulk products from the ship, and despatch of bagged products from the godown/s in / near the port as per 'Despatch Instructions' given by FACT.
- 9.5 Normally **seven days** advance notice is given by FACT intimating arrival of vessel at the port. The contractor shall collect from FACT the ship nomination papers / fixture note of shipment / the shipping documents, as applicable. It will be the contractor's responsibility to,
- Arrange and complete all Port related formalities required for receiving the ship in time,
 - Arrange to prepare and execute Custom related formalities(viz. Finalization of Bill of Entry),
 - Facilitate remittance of Port dues and Custom duties on behalf of FACT in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival. All cargo related mandatory charges such as **wharfage, Dusty cargo charges, Hopper charges** etc., as notified from the Port Trust from time to time will be borne by FACT at actuals against vouchers / documentary evidence obtained from the port. All port dues related to stevedoring activity such as labour levy and **Royalty charges** shall be borne by the contractor. Customs Duty as applicable will be paid by FACT in favour of Customs Department directly. In case direct remittance of the above payments by FACT is not possible for any reason, the contractor shall effect such remittances from their end for and on behalf of FACT based on requisite funds transferred to the Contractor by FACT and furnish documentary evidence from the respective authority for such remittances.

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- d) To ensure clearance of cargo within free time so as to avoid vessel demurrage and to earn despatch money to the maximum extent possible.
- 9.6 The contractor shall liaise with local vessel agents, Master of the vessel, surveyors appointed by FACT, port officials, custom officials, railway officials and other agencies associated with receiving & handling of the ship/bulk cargo/bagged product. The contractor shall keep FACT informed of (i) the ETA / firm arrival schedule / Notice of Readiness (NOR) of the vessel, (ii) berthing prospects of the vessel, (ii) suitable berth location/s (iii) berth allotment by the port etc., for the vessel. The contractor shall attend daily berth meeting at the port from the time the vessel is assigned till the time the entire material is discharged. All required documentation connected with Customs clearance and Port formalities will have to be done by the contractor. Filing of Import General Manifest (IGM), if not filed by Owner's agent, receiving and accepting Notice of Readiness (NOR) etc. shall be in the scope of contractor.
- 9.7 **Execution of bonds:** In case the original shipping documents are not available before the arrival of the ship, the contractor shall get the required indemnity bond prepared in consultation with the vessel agent and FACT. If any other bonds are required to be executed, the contractor will promptly do so. The contractor shall complete all the necessary formalities and take steps so that delivery of the cargo is obtained immediately and discharge is commenced & completed in time. The **cancellation of such bonds** however shall be done by the contractor immediately, but in any case not later than two months from the date of receipt of the original shipping and other documents from FACT, failing which he shall be responsible for all consequences, legal or otherwise.
- 9.8 Immediately on arrival of the vessel within the port limits, the vessel owners' agents will tender the NOR after free-pratique is obtained and Custom entry made. The contractor shall accept the NOR on behalf of FACT in the usual form on working days and during office hours only as per the normal terms and conditions of Charter Party. The time of NOR tendered and accepted, time of commencement and completion of discharge of each shipment shall be intimated to FACT promptly.
- 9.9 Independent surveyors will be appointed by FACT for normal surveys and the contractor shall in co-ordination with the surveyors, ship's agents and FACT-officers arrange for the required surveys at the appropriate time. The contractor shall arrange for hatch / cargo survey on arrival of the vessel. All surveyors' fees will be paid by FACT. The contractor shall also coordinate with the representative of Central Fertiliser Quality Control and Training Institute and/or any other Government Agencies for inspection of the product, drawal of samples, etc. as per the sampling procedures defined in FCO under intimation to FACT. The contractor shall also ensure receipt of quality certificates from the offices concerned and promptly forwarded to FACT.

DISCHARGE FROM VESSEL

- 9.10 Generally, bulk cargo is to be unloaded to the wharf using shore crane / grab or ship's crane / grab. The contractor shall ensure discharge of the cargo is done in a proper way

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avoiding over board spillage and loss of cargo. Charges towards use of grabs shall be borne by bidder in case it is not available/damaged in vessel.

- 9.11 The guaranteed discharge rate and minimum bagging rate for the port shall be as given below. PWWD SHEXEIU stands for “Per Weather Working Day Sunday Holiday Exempted Even If Used”.

	TUTICORIN
Guaranteed discharge rate for bulk fertilisers.	5000 MT PWWD SHEXEIU
Minimum bagging rate for bulk fertilisers.	3000 MT/day

- a) The contractor shall ensure that the discharge of cargo takes place efficiently and an average discharge rate of not less than the rate mentioned above is maintained. The contractor shall ensure that the discharge is completed and cargo transported to the godown/s in the free time without the incidence of any demurrage claim from the vessel / port. Sufficient number of cranes / grabs / pay loaders / trucks / tippers / dumpers and any other equipment as required shall be deployed to ensure quick discharge from the ship & transportation of cargo from the wharf to the godown. If any equipment are to be requisitioned from the Port authorities for the work, the contractor will notify the Port authorities well in advance so that such equipment shall be available for the work without any delay. The contractor will be responsible for the safety and security of such equipment taken from the port. Crane hire charges / Portage and removal fee / vehicle license fees/ charges for weighing machines / measurement fees / /charges for port equipment etc., other than hopper if any, incurred during handling, bagging and loading of cargo, shall be borne by the contractor. During the discharge of cargo, if it is found that use of mechanical equipment viz. excavator etc., inside the ship-hold is necessary for loosening the cargo and for maintaining a satisfactory rate of discharge, the contractor shall provide the same at his own cost. Any extra expenditure if incurred by FACT by way of Port Dues, Berth Hire charges, Cargo related charges etc. arising out of extended stay of vessel on account of the contractor not achieving the guaranteed average discharge rate shall be to the contractor's account. Any demurrage or loss of despatch money arising out of lower discharge rate achieved by the contractor than the guaranteed average discharge rate specified herein, will be to the contractor's account.

- 9.12 The contractor shall ensure that daily stevedoring reports are duly prepared incorporating with the details of time used for opening and closing of hatches, rain detentions, time lost due to turning around of vessel or shifting of vessel either due to the instructions by the Port authority or for convenience of the ship owners, or time lost due to malfunctioning of ship's gears or work stoppages due to repairs of ship's gears, time lost due to the

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malfunctioning of port handling equipment, loss of lay time etc., and countersigned by the Master / Chief Officer, Stevedores on a day-to-day basis and submitted to FACT. Bidders will not be responsible for time loss due to pre berthing delays, port/berth congestion etc., but reasons are to be recorded as detailed above.

- 9.13 The contractor shall maintain all required Registers and documents and shall maintain records on a daily basis of discharge, report on gang, dispatch details by Road/Rail, state wise despatch, lorry loading permission slip, Material Delivery Advice, Sales tax form, Statement on damages/loss of cargo (to be submitted within 3 days of completion of discharge) etc. The contractor shall send daily by Fax/e-Mail to FACT up-to-date statements in the prescribed form indicating the hatch-wise particulars of the quantity discharged and Balance on Board, stock of bulk products stored godown wise & total, bagged quantity, despatch of bagged products by rail and road, stock of bagged products godown wise & total, details of empty bag receipts & consumed and balance stock etc. as required by FACT.
- 9.14 The contractor shall ensure that the Statement of Facts (SOF) indicating exempted time such as Weather Working Days (WWD), rain hours, charter party holidays etc., shall be signed by all concerned before sailing of the vessel from discharge port. Despatch claim statements, as applicable, shall be furnished within 15 days of sailing of the vessel.
- 9.15 The contractor shall provide all necessary assistance for locating and occupying the godowns preferably within the port premises. Godowns outside the port premises shall be taken only in case of utmost necessity. Godown rent will be paid by FACT against documentary evidence.
- 9.16 Any extra expenditure if incurred by FACT like Port Dues, berth hire charges, cargo related charges etc. arising out of extended stay of the Vessel on account of the contractor not achieving the minimum guaranteed average discharge rate shall be to the contractor's account.
- 9.17 Any **despatch money** earned by achieving higher discharge rate by the contractor than the guaranteed average discharge rate for a vessel will be shared equally between FACT and the contractor.

DISCREPANCY IN THE QUANTITY DELIVERED.

- 9.18 In case of discrepancy in the Bill of Lading (B/L) quantity and Draft Survey Report (DSR) quantity, it shall be the responsibility of the contractor to bring this fact to the notice of all concerned i.e. (1) Vessel owner / agent, (2) Charterer's agent (3) FACT, (4) Customs, (5) Port authority etc., and lodge necessary claims as applicable and follow up till settlement. In case the quantity of cargo exceeds that stated in Bill of Lading, all necessary Customs and other formalities required with Custom department should be completed immediately and ensure avoiding issue of show-cause memo by Customs authorities and release the cargo for delivery. The contractor shall obtain documents such as short landing certificates, Port Out-turn reports, other documents as required and applicable, within the time limit prescribed under the applicable laws / rules and

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regulations and Charter Parties from time to time so as to enable the contractor to substantiate the claims on behalf of FACT and to obtain compensation from the carriers, Port Trust, Customs and other bodies and agencies and persons.

- 9.19 The contractor shall take care to sweep/clean the godown, wharf, boats etc., prior to handling / storing the product to avoid contamination. The contractor shall collect sweepings of the product spillages of each shipment and delivered duly bagged and standardised ensuring no contamination.
- 9.20 FACT may, at its discretion, carry out a physical verification of the cargo stocks and empty bags etc. The contractor shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy if found during such verification.
- 9.21 The contractor shall transport the products to the standardization area/godown through leak proof trucks/ tippers/ dumpers. If the material is received in lumps/caked form, the contractor shall make the material "free flowing" at no extra cost to FACT.

DAMAGED CARGO ON BOARD:

- 9.22 In case any damaged cargo is noticed in the vessel, the same shall be segregated and immediate arrangements shall be made for survey on board the vessel by our surveyor, after giving due notice to the Master of the Vessel and Steamer Agents on behalf of FACT and intimate FACT accordingly. The contractor shall thereafter fully assist Surveyor appointed by FACT in assessing the loss/damage. After survey the damaged cargo shall be discharged, separated and surveyed on shore again. The contractor shall ensure that the discharge and storage of the damaged cargo is done separately to avoid mix up with good cargo. Such survey shall be a joint survey associating the Master / Steamer Agents and the survey reports shall be countersigned by the Master or his representatives.

PREPARATION OF STATEMENT OF FACTS:

- 9.23 After the completion of discharge of a vessel the contractor shall prepare the Statement of Facts (SOF). The SOF shall be duly signed and accepted by the Owners/Agents of the Ship, and Master of the vessel. All necessary remarks, entries etc. pertaining to the vessel handling operations should be made so that interests of FACT are duly protected. Failure to do so will be deemed as negligence on the part of the contractor and the contractor will be held responsible for any loss that FACT may suffer. The SOF along with all necessary documents viz. Stevedoring reports etc. will be submitted to FACT, by the contractor within 15 days after normal completion of discharge. The contractor shall furnish the custom cleared Bill of Entry (Home Consumption copy and Exchange Control copy) and all Customs attested Shipping documents to FACT within fifteen days after normal completion of discharge.

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- 9.24 The contractor shall, after the completion of discharge of the vessel, obtain from the Master / Owners of the Ships (1) A “Certificate of completion of discharge” implying that the Discharge has been completed and no cargo is left on board and (2) “No Claim Certificate” indicating there is no claim and if not so, indicating the damages caused to the ship, ship’s gear or equipment. It is the responsibility of the contractor to make good the damage, if any caused to the ship, ship's gear or equipment by the contractor/his workmen during the course of the discharge of the cargo.
- 9.25 The contractor shall compile and prepare a draft lay-time sheet, which will be submitted, to FACT, within fifteen days after completion of discharge of the vessel.
- 9.26 Tarpaulins, if required, should be provided at the unloading point at contractor's cost so as to avoid any wastage / damage of cargo during handling. If any cargo is damaged during stevedoring and handling operations, the same shall be immediately collected and kept separately and instructions shall be sought from FACT officers regarding its bagging / disposal. However, if such damage happens due to negligence/ careless acts on the part of the contractor the cost of the damage shall be to the account of the contractor.

BAGGING & STANDARDISATION

- 9.27 Empty bags required for bagging the products will be despatched to the port by FACT as free issue and the same shall be unloaded and received at the godown/s by the contractor at his cost. The contractor shall be responsible for the safe custody of the empty bags. The contractor shall transport the empty bags to the godowns (& wharf, if required) for bagging as and when required without any extra cost to FACT.
- a) Weighing and stitching machines shall be arranged by the contractor at his cost for standardization of the cargo in the godowns or in the wharf / open space, as required. Moving the weighing machines, stitching machines etc. within premises of the work shall be carried out at contractor's cost. Operation and routine maintenance of these machines shall also be carried out by contractor at his cost. Adequate number of these equipment shall be mobilized by the contractor to ensure speedy operations in the wharf / godowns. The contractor shall keep all equipment, weighing and stitching machines etc., in good working condition and should have valid statutory certificates as applicable.
- b) The contractor shall do the bagging of bulk fertilisers and standardising to **50 kg** (net weight) per bag by using scales duly certified by the Department of Legal Metrology. The contractor shall ensure that bulk cargo is bagged on all days (except on the Port / National holidays) as per requirement of FACT. The contractor shall organize the required number of labourers and supervisory staff at the contractor's cost to ensure that bagging is done continuously and proper filling, standardisation, and stitching of bags to

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meet the required minimum rate of bagging specified for each port productwise in earlier paragraph. The bagging operations should be geared in such a way that the despatch is carried out as per FACT's requirement.

- c) Standardization shall be deemed to include carrying bags filled with products to weighing machines; opening the mouth of the bags, if required for re-standardisation, by carefully removing the twines without damaging the bags; putting in or taking out required quantity of fertiliser as may be necessary in order to ensure that the net weight is 50 kg and thereafter removing bags from scales; feed them to stitching machines; stitch the standardised bags; taking check weighments at random to ensure accuracy of standardisation; collect stitched bags from the machines and stack them in the godown or load directly into the trucks for despatch. During these operations if bag gets damaged due to cuts, tearing etc. the product shall be rebagged, standardised & stitched as described above and such cut & torn bags shall be accounted.
- d) Packed and standardised bags should be duly machine stitched with good quality thread (to be supplied by contractor at his cost) conforming to the following specification: DT-2-2 Ply Rayon cord 1650/2 denier of H3 grade 7/7 TPI or equivalent quality in Rayon. Stitching machines and power generator, if required, to operate the same at wharf /godowns are to be provided by the contractor. They should also ensure that **NO HOOKS ARE USED ON THE BAGS** during handling.
- e) The standardised and stitched bags shall be test weighed on random basis in the presence of FACT's officers/ surveyors / representatives and if any variation in weight is observed, the contractor shall re-standardize the lot concerned at his own cost. During the course of standardization, check weighment shall be done periodically so as to verify the accuracy of the standardization. Standardization shall be done accurately and no chance should be given by the contractor for complaints of variation, in weight. FACT or its representative(s) / surveyor reserve the right to inspect the bagging and standardisation process at any time and the contractor shall facilitate the same. If a batch is found to weigh differently from the standard prescribed (i.e) 50kg net per bag on inspection by contractor's supervisor or FACT's representative(s) / surveyor, the whole batch shall be re-weighed and re-standardized as necessary without any extra cost to FACT. Lorry loads shall be weighed at random if required by FACT at weigh bridges situated in and around port premises for cross checking the correctness of standardisation by comparing the calculated gross weight of bags based on the number of bags loaded in the trucks. If the weighment shows presence of non-standard bags in the truck load, all the individual bags in the truck shall be re-weighed and re-standardised as necessary without any extra cost to FACT.

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f) The contractor shall account for the bags received from FACT and utilized by him. The permissible limit of five (5) bags per Thousand (1000) bags used is normally allowed towards cuts and tears while conducting the bagging operations.

g) FACT reserves the right to recover from the contractor, the value of unaccounted bags and bags damaged over and above the normal permissible limit given above at the rate of Rs. 30/- per bag.

9.28 Bagging and standardization operations and release for transporting to various stations shall be done at the Wharf / Godowns as and when required. The contractor will be responsible for safe custody of stocks until they are despatched to destination as per "Despatch Instructions" given by FACT.

a) A daily report about the quantity standardized and balance to be standardized is to be maintained. A proper record of the deliveries made and those transported to godowns should be maintained.

b) Bagging and standardisation shall be carried out as per laid down specifications and standards. In case of any complaints or non-compliance of statutes related to the work undertaken by the contractor, and/or any penalty levied by the department concerned the contractor shall be liable for rectification of the non-compliance at no extra cost to FACT and shall bear all penalties, extra expenses etc. pursuant to such acts of non-compliance. In case the contractor fails to comply with the above and FACT is required to incur any expense on that account, such expenses shall be recovered from contractor.

LOADING INTO TRUCKS IN GODOWNS:

9.29 The standardized material is to be either stacked in the godown or loaded into trucks directly. Proper accounting of the above operation must be separately maintained. Tally / Supervision charges on this account will be borne by the contractor.

WAGON LOADING:

9.30 Sufficient number of trucks should be provided for transport of standardised bags to the godowns and Rail heads, as required.

a) The contractor shall place indents in accordance with FACT's despatch instructions. Statutory Railway charges if any charged by railways shall be borne by FACT. The contractor shall follow up with the Railway authorities concerned for allotment of rakes as per indents placed. In case of any delay / difficulty in allotment, FACT shall

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be promptly kept informed of the same. The wagons, when allotted and placed, shall be inspected for fitness and cleaned, if required, prior to loading. Loading of wagons shall commence without loss of time. Adequate labour shall be deployed for the work to complete the loading within the free time allowed by the railways avoiding incidence of any demurrage. In case loading is delayed on account of the contractor, beyond the permissible free-time allowed by railways from time to time, the demurrage, if any payable to the railways shall be borne by the contractor. The contractor shall ensure that hooks are not used on the bags while handling the bags during the operation.

- b) Contractor shall be responsible for loading correct number of bags in to the wagons/rake and the quantity shown in the RR based on the number of bags loaded in the wagons/rake. The contractor shall depute his representative(s) to the rail head at the destination to witness unloading and counting of bags in each wagon/rake and satisfy himself the quantity of receipt at the rail head at the destination. On the joint rake handling report, signature of Agent (at the destination) authorized by FACT will be accepted in the absence of any FACT official, to sign the report on behalf of FACT. Variation in RR quantity vis-a-vis the quantity unloaded shall be reconciled for all rail consignments for each shipment separately. Net shortage (total shortage less total excess as per RRs vis-a-vis receipts at destination rail heads), if any, for each shipment will be considered for the computation of handling loss. Any idle freight or penalty for excess loading charged by Railways at despatching station or destination station consequent to wagons not being loaded to full capacity or exceeding the permitted capacity for reasons attributable to the contractor shall be recovered from the contractor.
- c) After the loading is completed, Forwarding note shall be submitted to the Station Master / Goods Clerk in compliance with the extant rules of railways.
- d) Railway freight amount will be paid by FACT to the Railways directly wherever possible. Whenever it is not possible, the contractor shall make payment of freight to railways for and on behalf of FACT from the funds provided by FACT to the contractor for that purpose. Contractor shall obtain and scrutinize the Railway Receipts (RR) to ensure that they are correctly made and there is no discrepancy of any nature. The contractor shall arrange to send the original RRs immediately to FACT's office/representative at the destination for arranging clearance of rake at the destination. In case the clearance of rake is delayed due to delay in receipt of the RR by FACT and demurrage, if any, payable to railways at the destination, the same shall be to the account of the contractor. The contractor shall also furnish by FAX / e-mail

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a statement giving all particulars of despatch along with copy of the RRs immediately.

e) If wagons are to be unloaded at the request of Railways, the contractor shall arrange the unloading of the wagons so requested and subsequent re-loading of the wagons provided by railways and the expenses shall be borne by the contractor, if such unloading & reloading has been caused due to reasons attributable to the contractor. If the charges are to be borne by railways necessary claim may be put up to railways by the contractor for and behalf of FACT and the contractor shall be reimbursed the amount paid by railways as and when received from railways.

9.31 Road despatches / deliveries shall be effected by the contractor strictly as per “Despatch Instructions” issued by FACT and necessary documents including serially numbered Material Delivery Advice (MDA) shall be issued by the contractor on behalf of FACT. The contractor shall ensure receipt of acknowledgements on MDAs for all deliveries effected by him.


9.32 In all cases of movement by road or rail, necessary documentation should be prepared, receipts at delivery point obtained in accordance with the instructions given by FACT from time to time.

10. HANDLING LOSS:

a) The contractor shall ensure that the handling losses, if any, do not exceed **0.1%** (zero point one percent) of the Bill of Lading (B/L) quantity or DSR (Draft Survey Report) quantity, whichever is lesser, for each Vessel. Handling losses will mean difference between (i) the least of the B/L quantity and DSR quantity and (ii) the actual quantity received which is described as follows. The actual quantity received shall be reckoned based on (i) the quantity bagged including despatched **plus** (ii) quantity of sweepings / damaged (during stevedoring, handling, rake loading etc.) Sweeping/ damaged quantity would be considered on weightment basis. The handling losses will also include short receipt at the rail head destination duly certified by FACT officials, in terms of number of bags where the material is despatched by Rail.

b).In case handling losses, determined as above, exceed the limit as stated above for each vessel, FACT shall recover, (i) the cost of the shortages in excess of the said limit from the dues/bills of the contractor at 150% of the value (MRP plus Govt. Subsidy) of product as applicable and (ii) the value of work executed to the extent of such shortage exceeding the said limit.

c) Excess quantity, if any received over the quantity as per BL/DSR shall be exclusively to FACT's account.

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d) In the event of bunching of vessels carrying same cargo, including up to completion of standardization, shortage will be assessed on a combined basis for those vessels, for the purpose of calculating handling loss.

11. The contractor is expected to work on all days including holidays and on all required shifts as directed by FACT. Work on board the vessel and on shore shall be round the clock. Bagging, standardisation, handling, rake /lorry loading shall be done during all days except port / national holidays. However in case of exigencies as decided & intimated by FACT the contractor shall arrange the works on port / national holidays too.
12. Hooks shall not be used on bags during loading/handling /unloading operation.
13. The contractor shall take proper care of bulk/bagged fertilisers and packing materials and provide Tarpaulins at all operational points to avoid damage /loss to the material.
14. The contractor shall ensure that no slack or torn bag is delivered either to the road transporters or to the consignees or loaded into rail wagons. Such slack or torn bags shall be mended by the contractor before such despatch.
15. The contractor shall be responsible, while goods are in his custody i.e. from the time the material is discharged from the vessel till the same is despatched, for safety, security and any deterioration due to contamination, water ingress etc. and losses of the products/materials, during various operations including handling, shifting, bagging, loading, transport, unloading etc. The contractor shall be vigilant and ensure that spillage or any losses during stevedoring operations at the Port are minimal.
16. The contractor shall not have any right or lien on the cargo, packing materials and other properties entrusted to him by FACT during handling operations.
17. The contractor shall provide assistance whenever FACT appointed surveyor carries out survey and / or supervision work.

18. FILING OF CLAIMS

The contractor shall, on behalf of FACT, promptly prepare claims for and lodge all claims with Customs, Carriers, Vessel agents and Shipping lines, Insurance, Port Trust etc., with a copy to FACT and pursue the same till they are settled. In all refund applications / claims filed by the contractor on behalf of FACT with Customs, Port Trust, Carriers / Vessel agents etc., the contractor shall incorporate the following clause:

“Any refund, other amount payable / repayable arising out of this claim, is payable to M/s. Fertilisers and Chemicals Travancore Limited. Refund order / cheques should be issued in the name of “M/s. Fertilisers and Chemicals Travancore Limited” payable at Udyogamandal/ Ernakulam. If refund is made by NEFT / RTGS the same may be done through FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 and UTR number shall be intimated.”

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19. The contractor shall be fully liable for any loss or damage to **the cargo** arising out of or as a consequence of negligence, on his part, and or on the part of his employees, supervisors, labourers etc. The contractor shall also be liable and responsible for any damages, loss and liabilities towards (i) any **damage to or loss of property, of the Port** or (ii) workers or (iii) the officers of the port or (iv) Dock Labour Board, railways, etc. arising out of or as a consequence of negligence on part of the contractor/ his employees. The amount of such losses or damage shall be determined by FACT and FACT will claim such amount from the contractor and the same will be recovered from his pending bills, if any. In case there is no pending bills to be paid and the contractor fails to make the payment promptly, FACT reserves the right to recover such amounts from the contractor by forfeiting the Security Deposit submitted by him, and invoking the alternative arrangement at the risk & cost of the contractor. The contractor shall fully indemnify and keep FACT harmless at all times against any and all claims of third parties against any such loss or damage caused.
20. The contractor should maintain all required statutory records in respect of their employees / workers engaged by him.
21. The contractor is responsible to make compensation to the labour employed by them or on their behalf, for injuries, accidents, caused during the course of any of the operations covered or incidental to performance of the contract.
22. The contractor shall be liable to pay all damages and expenses suffered or incurred by FACT due to negligence of him or the workmen employed by him to perform any of the services mentioned in the contract or due to any action of his employees.
23. The contractor will be required to do any of the services incidental to the clearance operations and cannot refuse to perform on the ground that no specific mention of it or rate has been provided for such an operation or service in the contract.
24. All the books, records and registers of the contractor pertaining to the work entrusted to him shall be open for inspection by FACT or authorized representative of FACT.
25. FACT may at its discretion carry out a physical verification of the stocks including empty bags. The contractor shall provide all required assistance for this operation.
26. The contractor shall maintain a suitable office at the Port with necessary communication facilities such as computer, broadband internet connectivity and printing facility, telephone, fax etc. Adequate office space for officers from FACT shall also be provided at the contractor's office/Port.

27. STATUTORY OBLIGATIONS

COMPLIANCE OF ACTS AND RULES & REGULATIONS:

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

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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 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.

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

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

c.) The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The contractor shall maintain proper records & registers as required by the statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

28. PAYMENT

- a) Payment for the work done as per this contract shall be effected as per the terms and conditions of the contract, on presentation of the bills to Marketing Head Office, Udyogamandal. Weekly bills for the quantities of bagged fertilisers (i) despatched by lorries as per Material Delivery Advice (MDA) and (ii) despatched by rail wagons as per Railway Receipts (RR), reckoned as the quantities stevedored, handled, bagged, standardised, despatched etc. by the contractor, shall be submitted to FACT for releasing payment. Payment of bills to the contractor will be made through NEFT/RTGS normally within 15 days from the date of submission of bills along with all supporting documents duly certified by the authorised officer of FACT deputed for the port activities. Each weekly bill must show the progressive quantities and amount and "since last" quantities and amount for each item. The bill should be serially numbered vessel-wise and submitted along with all supporting documents.
- b) Payments shall be made after deduction of (i) amounts due from contractor to FACT on account of shortage/damages/loss to the goods entrusted to them, (ii) statutory deductions such as Income Tax, GST, TDS on GST etc. as applicable and (iii) 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 pay FACT the balance amount

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without delay.


- c) An amount of **Rs.5,00,000/-** per ship shall be withheld from the penultimate/final bill.
- d) The **balance Rs.5,00,000/-** shall be released to the contractor, after effecting all recoveries that may have to be carried out, on completion and despatch of the entire cargo through Road and Rail. This payment shall be released within 30 days from the date of submission of the final bills and documents complete in all respects.
- e) FACT reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards loss on account of failure of the contractor to make timely payment for material or for labour. Payments may also be withheld for other reasons mentioned elsewhere in the contract document.
- f) All claims for work done for a vessel must be made by the contractor within 30 days of completion of discharge of vessel or completion of despatch of the quantity from godown as the case may be failing which FACT reserves the right not to accept or honour such claims.

29. ALTERNATE ARRANGEMENT AT THE RISK & COST OF CONTRACTOR

In the event of failure on the part of the contractor to execute the contract to FACT's satisfaction FACT may give notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. If the contractor still fails to make good failure as called for, FACT reserves the right to terminate the Contract in whole or part and make alternate arrangements to carry out the work through other agencies or by themselves **at the risk and cost of the contractor** without prejudice to FACT's other rights as per the Contract. FACT shall recover all additional costs incurred for such alternate arrangements from the contractor's running bills or from any amounts due to the contractor.

30. INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep FACT or any representative or employee of FACT fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, byelaws, notifications, directions or order having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of FACT, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor shall do so and if FACT has to take-over the liability, FACT shall deduct all

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amounts arising out of such liabilities from the security deposit of the contractor or from any other amount due and payable by FACT to the contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to FACT.

31. CONSTITUTION OF THE CONTRACTOR

Any alteration in the composition or constitution of the contractor and events like death/resignation of Proprietor/Partner/Director, contractor becoming bankrupt/insolvent/liquidated/ under BIFR shall be notified to (i) SO /SIC/ SASO/DO concerned, (ii) SRM concerned, (iii) The Area Manager (Marketing) concerned and (iv) The Chief Distribution Manager, Marketing Division, FACT Limited, Udyogamandal within a week's time of the event. In such situations FACT reserves the right to terminate or continue the contract or to require the contractor/survivor to produce such documents or to conform to such formalities for continuing the work, as FACT deems fit.

32. ASSIGNMENT

The contractor shall not assign or transfer or sublet the contract or any part thereof without the prior written approval of FACT.

33. FACT'S LIEN ON ALL MONEYS DUE


FACT shall have a lien on all/any money that may become due and payable to the contractor under these presents, and/or also on the deposit or security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to FACT by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between FACT and the contractor and further that FACT shall at all times be entitled to deduct the said debt or deposit which may become payable to the contractor under these presents.

34. TERMINATION OF CONTRACT

FACT at its entire discretion may terminate the contract either in part or in full after giving 7 (Seven) days' notice in writing to the contractor.

35. FORCE MAJEURE

Neither the contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of FACT's plant break downs. Notice of a Force Majeure situation shall be given by

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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.

36. APPLICABLE LAW & SETTLEMENT OF DISPUTES

This contract shall be subject to and shall in all respects be governed by Indian law. If any dispute arises out of or relating to or in connection with this contract, between the contractor and the owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

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

37. CORRESPONDENCE

All notices and correspondence (including via Telephone, e-mail & FAX) shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or posted to the address so given.

38. FRAUD PREVENTION POLICY OF FACT

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. Contractor shall make himself aware of the above policy and comply with the same.

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ANNEXURE- IV

COMPLIANCE STATEMENT

We state that Enquiry No. MM/180/E26940 Dated 04.03.2023 is in full compliance with the documents issued against the Enquiry No: MM/180/E26940 Dated 04.03.2023 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE -V

UN PRICED COPY OF PRICE BID

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

Sub: STEVEDORING, BAGGING, AND HANDLING OF BULK FERTILIZERS AT
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With reference to FACT's above enquiry, we quote our lowest rates as below:

Sl. No.	Description	Estimated Quantity	All inclusive RATE (Rs. Per Unit)(Excluding GST) INDICATE 'QUOTED'
1	Customs/port documentation clearance, stevedoring, handling, bagging & standardisation, stacking in go downs, loading on to trucks, unloading from trucks, loading wagons etc. for despatch by RAIL etc. as per clause 9.1 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	2,40,000 MT	
2	Customs/port documentation clearance, stevedoring, handling, bagging & standardisation, stacking in go downs, loading on to trucks for despatch by ROAD etc. as per clause 9.2 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	60,000 MT	
3	Stencilling of MRP/subsidy details on bags as per clause 9.3 of SCHEDULE OF WORK (Annexure-III) and other terms and conditions stipulated herein.	5,00,000 numbers	

The price quoted shall be all-inclusive including taxes and duties except GST, which shall be extra as applicable based on statutory notifications.

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

Name of the Bidder
(In block letters)

Signature of the Bidder

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ANNEXURE - VI

PRICE BID

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

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ANNEXURE – VII

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

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

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

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or

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Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We..... further agree that the guarantee herein contained shall remain in full force and


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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time

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when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

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

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

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

Dated this day of Two thousand and

For (Name of Bank) :


Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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AGREEMENT

ANNEXURE-VIII

(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

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Security Deposit remitted by the Contractor or such position thereof as he may be entitled to under the said condition shall be returned to the contractor.

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

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company

- 1.
- 2.

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ANNEXURE-IX

(To be executed on ₹ 500/- Non-judicial Stamp 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 District, Kerala, hereinafter referred to as "The Principal".

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an 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.

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(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

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transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

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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.

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(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)
Bidder(s)/Contractor(s)
(Office Seal)

For & On behalf of
(Office Seal)

Place:

Date:

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

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

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