

FACT MATERIALS DEPARTMENT	HIRING OF STORAGE TANK FOR CLASS A PETROLEUM PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE) AT COCHIN PORT	DOC. No. MM/ TS1/E21261 dated 10.03.2020
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS

Online bids (two cover system) are invited from experienced contractors for offering tanks on hire at Cochin Port for storage of Class A Petroleum products (Benzene/Cyclohexane/Cyclohexanone (Anone) for a period of 2 years, through <https://eprocure.gov.in> portal. The tanks will be required tentatively from May 2020. The details of works are described in the Scope of Work (**Annexure-V**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), and Special Terms & Conditions (**Annexure-V**) applicable for the proposed contract.

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

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



1.0 General Information

Enquiry No.	MM/ TS1/E21261 dated 10.03.2020
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	25.03.2020 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	26.03.2020 / 3.30 P.M.
Name of Work/Description	HIRING OF STORAGE TANK FOR CLASS A PETROLEUM PRODUCTS (BENZENE/CYCLOHEXANE/ANONE) AT COCHIN PORT
EMD	Rs. 1,00,000/- by NEFT/RTGS
Security Deposit	5% of the total contract value
Period of contract	2 years from date of commencement of work as per LOI/Work Order
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com 2) Mrs.Aneeshya Venugopal, Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 3) Mr. Julian R, Tel: +91 484 256 8260, e-mail: julian@factltd.com

2.0 TENDER DOCUMENTS (e-TENDER):

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

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3.0 EVALUATION OF BIDS:

Evaluation of bids and determination of the L1 bidder shall be based on the pre qualification criteria and other requirements stipulated in the enquiry and the lowest rate (in per KL per month) quoted among the acceptable bids .

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

4.0 The basic storage capacity required is between 4500 to 5000 KL in one or more safe storage tanks.

5.0 The hire charge for the basic storage capacity for 2 years shall be taken for calculating the contract value and Security Deposit to be furnished by the successful bidder



6.0 Payment of hire charges shall be made on a monthly basis. The hire charge for a month shall be for the basic storage capacity hired, if the quantity stored is less than or equal to the same. If so required, FACT shall have the option to avail additional capacity up to 6800 KL (inclusive of basic storage capacity). The hire charge for the additional storage capacity, if availed by FACT, shall be computed on a weekly basis for the maximum quantity stored in that particular week.

7.0 The bid shall be complete in all respects and shall be submitted as a Two Part Bid consisting of the following.

- a. Details of tanks at Cochin Port owned and offered by the bidder, with safe storage capacities of each, to stock benzene/Cyclohexane/Anone. Details shall be furnished in the format attached as Annexure- III.
- b. Copies of valid Licences / approval from statutory authorities viz. License from CCOE/PESO, clearance from Pollution Control Board etc. for storage of class "A" petroleum products.
- c. Permission letter from Cochin Port Trust for storing of above materials at Cochin Port.
- d. Copies of drawings, site plan etc of the offered storage facilities.
- e. The bidder should furnish the details regarding any ban / suspension of the activities, temporarily or permanently, by Cochin port trust or any other agencies for receiving, storing and handling of Class A petroleum products by the bidders or in the offered installation owned/ operated by the bidders

8.0 RATE SHALL BE INDICATED ONLY IN THE PRICE BID.

PRICE BID shall be as per format enclosed at Annexure-VII. Rate indicated in this bid shall be for **PER KL PER MONTH**. This shall be applicable only on the basic storage capacity and additional storage if availed by FACT and shall not be on the total capacity of the offered storage tanks.

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9.0 GENERAL

9.1 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.

9.2 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

9.3 "Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Travancore Ltd. alongwith the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punnamm P.O, Thrissur – 680002
Mobile: 8547381122, E-mail address: vkmenon78@gmail.com"

Note: In case bidders require any clarification pertaining to the tender please contact the officers at 9.4 & 9.5 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

9.4 Any information on site familiarization / nature of work, if required by the bidders, can be had from Asst. General Manager Production (Offsite) (Phone- 2568208) or any officer authorised by him.

9.5 For any clarification on this enquiry please contact Asst.General Manager (Materials)-T&S, [Phone- 0484- 2545196, 2568260] or Officer (Materials)-T&S [Phone No.0484-256 8273], CENTRALISED MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.



For The Fertilisers and Chemicals, Travancore Limited

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

List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	<i>Annexure I</i>	<i>Instructions to Bidders (e-Tender)</i>	8
2	<i>Annexure II</i>	<i>Pre-Qualification Criteria for bidders</i>	1
3	<i>Annexure III</i>	<i>Vendor data updation (Declaration) Form</i>	5
4	<i>Annexure IV</i>	<i>Compliance Statement</i>	1

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DEPARTMENT

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PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE)
AT COCHIN PORT

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5	<i>Annexure V</i>	<i>Special Terms & Conditions of contract</i>	10
6	<i>Annexure VI</i>	<i>Un-priced copy of Price bid format</i>	1
7	<i>Annexure VII</i>	<i>Price bid format (BoQ)</i>	Separate Excel Sheet
8	<i>Annexure VIII</i>	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
9	<i>Annexure IX</i>	<i>Proforma of Agreement</i>	1
10	<i>Annexure X</i>	<i>Integrity Pact</i>	6

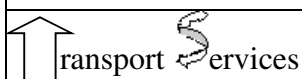
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**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**



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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, 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.

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3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :

**The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala**

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

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD Instrument (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

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



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

5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.

5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).

5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.

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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:

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

7.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts/firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

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7.3 If any bidder retracts from or without request of FACT revises his bid during its validity period or fails to submit Security Deposit and 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, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

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

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

This tender is 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:

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

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

11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST.** GST if applicable, will be payable extra by FACT as per statutory notification.

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If 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 rights 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 **five percent (5%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

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

13.0 PURCHASER'S RIGHT:

FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's

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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.500/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.

15.0 The bidder shall furnish the following along with the offers.

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted



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

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

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

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
- b) Shall ensure uploading the above invoice as per statute &
- c) File monthly returns in time enabling FACT to claim the input tax credit.

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GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

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

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience with respect to Micro & Small Enterprises (MSEs) (if specified in the tender) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups (if specified in the tender) recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568273/2545196, FAX No: 0484-2545196, Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization

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

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



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-TS

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ANNEXURE-II**Pre-Qualification Criteria for bidders**

Only bidders who meet all the following criteria will be considered for pre qualification and the bid submitted by them processed for placing order.

- a. Bidders shall have and offer sufficient tank/s at Cochin Port for the **basic storage capacity between 4500KL to 5000KL** of Class A Petroleum product (Benzene/Cyclohexane/Anone) in one or more safe storage tanks. Details of storage tanks owned by the bidder shall be given, supported by drawings and site plan.
- b. Bidder should submit copies of the following valid Licences / approvals for the above tanks/installation from statutory authorities duly attested by the authorised signatory of the bidder. The same shall be submitted along with Part-A of the bid.
 - i. License from CCOE/PESO to store Class A Petroleum products in the offered tanks.
 - ii. Clearance from Pollution Control Board.
 - iii. Permission from Cochin Port Trust for Storing Class A petroleum products

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

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ANNEXURE-III

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

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

1. Name of the Bidder:

2. Address of the Bidder:

Telephone No.
Fax No.
E-mail ID

3. Address of Cochin Office :

Telephone No.
Fax No.
E-mail ID

4. Name of Contact Person at Cochin Office:
with whom FACT may correspond

Telephone No.
Fax No.

5. Name of the person authorised to :
sign the Bid and related documents

6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)

7. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company



8. Name and address of proprietor 1.
/Partners/Directors 2.
3.

9. Category:
i) Whether the entrepreneur comes under the following status (please tick) And enclose UAM certificate and declare UAM Number in CPP Portal (if applicable)

Micro / Small / medium

In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall

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be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.

- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.
SC / ST
- iii) Enclose copy of the MSME/NSIC Registration Certificate duly attested by a Gazetted Officer.

10. Details of EMD:

NEFT / RTGS: UTR No. Date Payment Receipt / Challan(in original)

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

12. Financial Worthiness

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

(Please submit Certificate from the Bank)

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

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



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

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

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

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss(Rs.)
1	2016-17		
2	2017-18		

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3	2018-19		
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15. Details of Audited Balance Sheet of the firm for preceding three years:

S.No.	Year	Total Capital employed (Rs.)	Reserves & Surplus (Rs.)	Fixed Assets (Rs.)	Current Assets (Rs.)
1	2016-17				
2	2017-18				
3	2018-19				

16. **DETAILS OF STORAGE TANKS**

1. **Details of Storage Tanks owned by the bidder**

Sl. No.	Tank No.	Dimensions of the Tanks	Capacity		Material of Construction	Approved for Storage of (specify items)	Presently on lease/ Hire (Yes/No) If Yes, indicate name of occupier/item stored	
			In KL	In MT			Item stored	Occupier

(Use additional sheets if required)

2. **Tanks offered on lease to FACT against this enquiry**

Sl.No.	Tank No.	Capacity		Quantity that can be stored	
		In KL	In MT	Benzene	
				KL	MT



(Use additional sheets, if required)

Drawings & site plan for the above tanks shall be furnished.

Basic Storage capacity offered to FACT against this tender:KL

Basic storage capacity offered will be available for use by FACT from 1st May 2020- YES/NO

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Pl. inform date of availability of basic storage capacity if reply is NO to above

Other facilities: (to specify by the bidders with additional sheets, if required)

- a. Details of facilities available for loading road tankers :
- b. Details of facilities available for unloading from road tankers :
- c. Details of certified weighbridges available for weighing material :
- d. Details of facilities for receiving from ship-Guaranteed discharge rate for : receipt of Benzene from ship.

Certified that the above tank(s) is/are in all respects suitable and with statutory licenses / approvals for receiving and storing Benzene.



Details of EMD Submitted:
 Amount of EMD submitted:
 Name of Bank :

DECLARATION

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

Signature of the Bidder:

Place: _____ Date: _____ Name of the Bidder: _____ (Seal)

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DEPARTMENT

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PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE)
AT COCHIN PORT

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dated 10.03.2020

ANNEXURE IV

COMPLIANCE STATEMENT

We state that offer is in full compliance with the documents issued against the Enquiry No: MM/ TS1/E21261 dated 10.03.2020 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Scope of Work and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

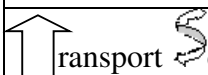
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PRPD. BY :

CHKD. BY :

APPRD. BY :

DATE : 10.03.2020

 Transport Services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**

 **FACT**

FACT MATERIALS DEPARTMENT	HIRING OF STORAGE TANK FOR CLASS A PETROLEUM PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE) AT COCHIN PORT	DOC. No. MM/ TS1/E21261 dated 10.03.2020
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ANNEXURE – V

SPECIAL TERMS AND CONDITIONS

1.0 DEFINITIONS

“**FACT**” shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal, Cochin and its operating Divisions viz. Udyogamandal Division, Petrochemical Division and Cochin Division.

“**Contractor**” shall mean the Company/ partnership/firm/individual with whom the contract is finalised by FACT for hiring of storage tanks.

2.0 Period of Contract: Two years from the date of commencement of contract as per LOI/Work Order.

3.0 Storage Facility

A basic storage capacity between 4500KL to 5000 KL/month shall be provided, in one or more safe storage tanks

4.0 Security Deposit

4.1 The contractor shall remit 5% of the contract value for the basic storage capacity, for the period of 2 years, as interest free security deposit or furnish a Bank guarantee from a Nationalised/Scheduled Bank in the format prescribed by FACT (Annexure-VIII) for equivalent amount within 15 days of award of Letter of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.



4.2 The EMD remitted by the contractor can be adjusted towards security deposit, if so desired by the vendor. EMD shall be returned only on remittance of requisite security deposit.

4.3 The security deposit shall not be released until the work as per the contract is satisfactorily completed and accepted and final bills paid. Any amount due from the contractor to FACT shall be deducted from the security deposit without prejudice to FACT’s right to claim balance amount, if any, from the contractor.

4.4 The violation of any of the terms and conditions of contract by the contractor shall entail forfeiture of the security deposit and disqualification from further work with FACT without prejudice to FACT’s right to avail of other remedies.

5.0 Scope of Work:

5.1 The contractor shall receive benzene/cyclohexane/anone from the ship to the storage tanks(s) at his terminal, safely store the material and deliver the same to tanker lorries arranged and duly authorised by FACT, by making use of the contractor’s own pumping facilities, loading and unloading facilities, pipelines and workers. The



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contractor shall arrange weighment of tanker lorries in the presence of FACT representative/ FACT's surveyor on weighbridges having valid certification from the legal Metrology department.

- 5.2** The contractor shall not only ensure that the certificate issued by The Legal Metrology Centre is valid and current but shall also be responsible for the accuracy of the weighbridge. Merely holding a valid certificate as above shall not absolve the contractor's responsibility of ensuring accurate weighment. In case of disparity in weighment between loading and unloading point and if it is found that the reasons for disparity in weighment is not attributable to FACT, the contractor shall immediately arrange to recalibrate the weighbridge at the loading point irrespective of the currency of the calibration certificate. In case of the disparity in weighment remaining unsettled, the value of the material short received at FACT, shall be recovered from the contractor's bills.
- 5.3** The contractor shall ensure that during the contract period, the tanks and connected facilities are clean, fully fit and satisfying all the statutory, legal and safety requirements to receive, store and handle benzene/cyclohexane/anone. The contractor will be the custodian and fully responsible for the materials entrusted to them. The contractor shall ensure that trained people are deployed for the handling operations at their terminal.
- 5.4** The contractor shall keep the terminal open for receipt / delivery of material throughout the contract period. Material from ship shall be received at any time during day and night, whenever the ship is ready for discharge.
- FACT shall give at least 2 days' notice on expected arrival date of ships. Any loss incurred by FACT on account of the contractor's failure to receive cargo on arrival shall be to the contractor's account.
- 5.5** Loading into tanker lorries shall be normally from 8 AM to 8 PM on Port working days. However, if required by FACT, unloading / loading on holidays and night shall also be facilitated by the contractor.
- 5.6** Security and safety of the material - while in the tanks, during loading / unloading operations and in the loaded tankers, until the loaded tankers have left the premises of the tank terminal- shall be the contractor's responsibility. In the event of any leak occurring during loading or after loading of tankers is completed, the contractor shall immediately stop pumping and arrange to transfer the material back into the storage tank from the leaking tankers then and there itself.
- 5.7** All operations of receipt of material in the tanks and delivery to tanker lorries shall be undertaken by the contractor under the supervision of the authorised surveyors of FACT. The contractor shall maintain record of receipts and despatches to enable FACT to know the stock/despatches at any time.
- 6.0** **Duties, Taxes etc.**
- 6.1** Duties, taxes and levies if any and insurance coverage for the tanks and installations shall be borne by the contractor. Duties, taxes and levies if any and insurance cover

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for the material, shall be borne by FACT. GST extra as applicable on the hire charges shall be borne by FACT.

6.2 Hire charges shall be firm during the contract period. No escalations shall be given on the same.

6.3 The contractor shall furnish details regarding any ban / suspension of the activities, at any point of time till completion of the contract, by Cochin port trust or any other agencies for receiving, storing and handling of Benzene/Cyclohexane/Anone (Class A petroleum products) by the contractor or in the installation owned/ operated by the contractor. In such cases, timely clearance of the ban / suspension for the uninterrupted availability of the storage facility shall be the responsibility of the contractor. The contractor shall also be responsible for any loss or damages to FACT due to the contractor's failure/delay in receiving the cargo, demurrage etc. on account of the above.

7.0 Hire charges

7.1 The hire charges payable shall be on monthly basis. The hire charge for a month shall be for the basic storage capacity, if the quantity stored is less than or equal to the same.



7.2 If so required, FACT shall have the option to avail additional capacity up to 6800 KL (inclusive of the basic storage capacity). The hire charges for the additional storage capacity, in excess of basic storage capacity, shall be applicable only if availed by FACT and shall be computed on a weekly basis for the maximum quantity stored during the week.

7.3 The maximum quantity stored shall be as per the records maintained by the contractor duly certified by the authorised surveyor of FACT as per Cl.5.7.

8.0 Neither FACT nor the contractor shall transfer, assign or sublet the hired tanks without mutual consent. However, when tank(s) are not required by FACT, the contractor may use the tank(s) with the consent of FACT. No hire charges shall be paid by FACT for such period. In such cases, the tank(s) shall be made available for FACT's use within one week of intimation from FACT.

9.0 Payment .

Payment shall be effected, on presentation of the bills to the Dy. General Manager (Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay. TDS @ 2% will be deducted on payment made to the supplier of taxable goods or services as per statute in force.

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- 10.0** Neither FACT nor the contractor shall be considered in default in performance of their obligations so long as the performance is prevented or delayed because of force majeure viz., strikes, war hostilities, revolution, civil commotion, epidemic, accidents, fire, wind flood or because of any law and order proclamation, regulation or ordinance of governments or sub divisions thereof, or because of any act of God or nature. Notification of circumstances of force majeure shall be intimated in writing within 7 days of its occurrence.
- 11.0** FACT reserves the right to terminate or cancel this work order in whole or in part with written notice to the contractor.
- 12.0** If the contractor (tank owner) fails to receive cargo at the guaranteed discharge rate, any demurrage incurred by FACT, on account of the contractors failure to receive cargo at the guaranteed discharge rate, will be recovered from the contractor.
- 13.0** 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 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.

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.

14.0 Applicable Law & Settlement of Disputes:

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

If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

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Any legal proceedings relating to this contract shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

15.0 FRAUD PREVENTION POLICY OF FACT:

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

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

17. **Contract Administration:** This contract will be administered and executed by the Asst. General Manager (Production) Offsite or any officer authorised by him

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ANNEXURE – VI

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

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

From

To

ASST. GENERAL MANAGER [MATERIALS]-TS,
CENTRALISED MATERIALS DEPT,
FACT PD ADMINISTRATION BUILDING,
UDL - 683 501

Dear Sirs,

Sub: Hiring of storage tank for class A petroleum product (Benzene/Cyclohexane/Anone) at cochin port.
Ref: Enquiry No. MM/TS1/ E21261 dated 10.03.2020

With reference to the above enquiry, we quote our lowest rate for hiring of storage tank for class A petroleum product (Benzene/Cyclohexane/Anone) at cochin port as follows:

Description	Indicate Quoted “Do not quote rate in this in column”.
Rate (Rs.) per KL per month of Benzene/Cyclohexane/Anone (Excluding GST)	

GST shall be extra as applicable based on statutory notifications.

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

Signature of the Bidder



Date:

Place:

Name of the Bidder

(Seal)

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FACT MATERIALS
DEPARTMENT

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ANNEXURE – VII

PRICE BID (PART-B)

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

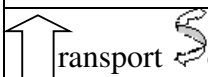
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ransport Services

**FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED**

FACT

FACT MATERIALS DEPARTMENT	HIRING OF STORAGE TANK FOR CLASS A PETROLEUM PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE) AT COCHIN PORT	DOC. No. MM/ TS1/E21261 dated 10.03.2020
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ANNEXURE-VIII

PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER OF
APPROPRIATE VALUE)

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

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment 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 take for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

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

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

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

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

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



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 twenty.

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

Place:

Full address of the Branch issuing this guarantee:

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE : 10.03.2020
		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

FACT MATERIALS DEPARTMENT	HIRING OF STORAGE TANK FOR CLASS A PETROLEUM PRODUCTS (BENZENE/CYCLOHEXANE/CYCLOHEXANONE) AT COCHIN PORT	DOC. No. MM/ TS1/E21261 dated 10.03.2020
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ANNEXURE-IX

AGREEMENT

(Proforma of Agreement to be executed in Rs 500/- Non Judicial stamp paper)

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

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

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

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

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

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

For



In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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ANNEXURE -X

INTEGRITY PACT

(To be executed on Rs 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 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 contact 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.

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

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

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

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



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

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

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 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.

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

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

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

Section 8 - Independent External Monitor/Monitors



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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions


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

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

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

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

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

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