

FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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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 transport contractors for undertaking the work of transportation of LAG in insulated tanker Lorries. Transportation shall be from FACT – UC to FACT-CD for a period of **Six months**, through <https://e-procure.gov.in> portal. The bidders may refer the Instructions to Bidders (Annexure-I), Special Terms & Conditions (Annexure-VI) and Standard Terms and Conditions (Annexure-VII) 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/180/E28761 dated 04.01.2024
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time	18.01.2024 / 03.00 P.M.
Date & Time for opening of Part A of the Bid.	19.01.2024 / 03.30 P.M. (24 hours after the due date & time)
Name of Work/Description	Transportation of Liquefied Ammonia Gas by road in insulated tankers from FACT – UC to FACT-CD for a period of 6 months. Approx. Quantity 24300 MT.
EMD	Rs.1,00,000/- through NEFT/RTGS
Security Deposit	5% of the total contract value
Period of contract	Six months starting from the date of commencement of work as per letter of intent /work order.
Contacts	1) e-Tender Helpline: Mr. AjinoAnandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com (for e tender submission) 2) Mr. Deepak V S Tel: +91 484 256 8345, e-mail: deepakvs@gfactltd.com (for tender details) 3) Mr. Paul P Thomas, Tel: +91 484 256 8629, e-mail: paulpt@factltd.com (for tender details)

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 (open e-procurement)'.

3.0 QUANTITY:

The quantities as shown above are only approximate indications and the quantity for transportation is liable to vary either way depending on ammonia imported / produced by FACT, arrival of the ships, storage capacity available at WI, CD and UC, plant requirements, rail/barge transport, availability / economics of various modes of transport, performance of the loading / unloading equipment's at loading /unloading points etc.

4.0 Period of Contract: The Period of Contract shall be Six months starting from the date of commencement of work as per letter of intent /work order.

FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
--------------------------------	---	---

5.0 Background

At Udyogamandal, FACT has a Captive Ammonia Plant which manufactures 900 MT Ammonia per day. This ammonia is sufficient to meet its entire daily requirement at FACT - Udyogamandal Complex and at Ambalamedu (FACT Cochin Division i.e. CD). The requirement at CD is presently met by transportation through barge as well as road tankers. Depending upon the economic viability, availability etc., FACT may also import ammonia through Cochin Port for consumption in its divisions as above. The imported ammonia will be received in FACT's Ammonia Storage Tank of 10,000 MT Capacity at Ammonia Handling Berth at Cochin Port, W.Island. This is presently transported by barge as well as by road tankers to FACT-CD at Ambalamedu and FACT- UC at Udyogamandal. Considering the movement requirement to all the three destinations (from WI to CD, from WI to UC and from UC to CD), when Ammonia Plant in operation and when not in operation, the estimated total quantity of 24300 MT to be transported during contract period may vary. There are four loading/unloading points in FACT-UC. The number of Trucks to be deployed for this work is (3)Three.

The tanker lorries used for transporting ammonia as above shall be as per our specifications as per the tender and shall have all valid statutory approvals including valid license from the Chief Controller of Explosives(CCE), Nagpur, for transport of Ammonia. The INSULATED tankers shall have an insulation thickness of 100 mm polyurethane foam with aluminium cladding and shall conform to the requirements of SMPV(U) rules of 1981.



6.0 OPENING AND EVALUATION OF PART B (BoQ) PRICE BID ;

- 6.1 Part B – Price bids of bidders whose Part-A bids are found acceptable based on pre-qualification and techno-commercial evaluation only will be opened online on a subsequent date.
- 6.2 Evaluation of price bids (BoQ) bids and determination of the lowest bidder (L1) shall be worked out by computing the total value of work based on the rate per unit quoted by the bidder for a quantity of 24300 MT (for Six months). The distance to & fro from FACT UC to FACT CD is 56 KMs
- 6.3 In case more than one bidder become the L1 based on the evaluation as above, such **L1 bidders alone shall be given an opportunity** to submit **revised lower price bids**, if any, in sealed cover on or before the due date and time to be specified in the request. Instructions stipulated with regard to submission, opening and evaluation of price bids shall be applicable for such revised price bids. However, **while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid**. In case more than one bidder continue to be L1 despite submitting the revised lower price bid as above, FACT reserves the right to accept the bid submitted by the bidder among those L1 bidders, having the highest capability in terms of volume of work during the period specified under PQ criteria.

7.0 Rates:

Bidders shall quote for all inclusive rates **per MT** as per the price bid format (Annexure-IX) but excluding GST. GST, if applicable, shall be paid extra by FACT as per statutory notification. The variable portion of the rates viz. The rate quoted shall be applicable for movement from vice versa loading / unloading points, if required by FACT.

Revision in rate shall not be allowed with regard to enhancement / reduction in quantities [i.e. variation in quantity due to reasons mentioned at clauses 2.4 and 2.5 of Special Terms and Conditions of Contract (Annexure – V)] during the Six months contract period except for diesel price revision, as provided for in clause 3 of Annexure-VI (Standard Terms & Conditions of Contract).The contractor shall not be eligible for any other charges on any account other than those specifically mentioned in the contract. For indicative one-way distance refer clause 2.5 - Introduction of Contingency Plan. The revision formula shall be applied on the rates after calculating simple average of the variation in diesel prices during the billing cycle period.

PRPD. BY:		2
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

8.0 The tankers (INSULATED) shall have an insulation thickness of 100 mm polyurethane foam with aluminium cladding and shall conform to the requirements of SMPV (U) rules of 1981, before commencement of the contract, if the tankers are not already insulated at the time of submission of bid. The tanker Lorries deployed for the work shall not be more than 15 years old at any point of time during the period of contract. The contractor shall substitute tankers, which become 15 years old within the contract period with alternate tankers less than 15 years old. Substitution of tankers shall be done only with prior approval from FACT and these tankers shall comply with all the requirements applicable for the tankers originally offered and accepted by FACT. Also, all the tankers offered and operated at any point of time during the period of contract shall have all valid statutory permits including approval from the Chief Controller of Explosives, Nagpur. Documentary evidence in support of the above shall be furnished by the bidder.

8.1 Specification of Tanker / Insulation of tankers / Special Safety Requirements for transport etc. shall be as per Annexure - IV, attached with the enquiry.

9.0 Mobilisation Period:

On award of work order, the contractor(s) shall ensure that specified numbers of trucks are placed on the date of commencement of work. The contract will be liable for cancellation, besides other penal actions as per terms and conditions of contract, in case of failure on the part of the contractor(s) to place the trucks.

10.0 GENERAL



10.1 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 quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

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

10.3 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.

11.0 "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 Monitor (IEM) for the bid.

<p>1. Shri Ahmad Javed</p> <p>601-A, Lotus Enpar Residency, Shakarrao Naram Path, Lower Parel, Mumbai-400013.Mobile:9821058152 Mail: ajtopcop@gmail.com</p>	<p>2. Shri B. Ravichandran</p> <p>Flat No.TF3, RKC Subrabath, 7th Street, Kumaran Colony, Vadapalani, Chennai 600 026 Mobile: 9482234346 Email: bravi1958@gmail.com</p>
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PRPD. BY:		3
	<p align="center">FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</p>	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

Note: In case bidders require any clarification pertaining to the tender please contact the officers at 11.1 & 11.2 below. "Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."


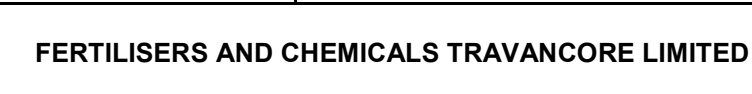

- 11.1 Any information on site familiarization / nature of work, if required by the bidders, can be had from Dy. General Manager Production (CD) (Phone- 0484 2720271 / 2723641/3642) or any officer authorised by him.
- 11.2 For any clarification on this enquiry please contact Senior Manager (Materials)T&S [Phone- 0484-2568345] or Asst. Manager (Materials)-T&S [Phone No.0484-256 8629], CORPORATE MATERIALS, FACT Ltd., FACT PD Administrative Building, Udyogamandal PIN-683 501.

For The Fertilisers And Chemicals, Travancore Limited

SENIOR MANAGER (MATERIALS)-T&S

List of Enclosures of this NIT is as follows:

1	<i>Annexure I</i>	<i>Instructions to Bidders (e-Tender)</i>	7
2	<i>Annexure II</i>	<i>Information about the bidder(Vendor data/updation form)</i>	6
3	<i>Annexure III</i>	<i>Pre-Qualification Criteria for bidders</i>	1
4	<i>Annexure IV</i>	<i>Specification of Tanker/Insulation of Tankers / Special safety requirements for transport.</i>	1
5	<i>Annexure V</i>	<i>Special Terms & Conditions of Contract</i>	7
6	<i>Annexure VI</i>	<i>Standard Terms & Conditions of Contract</i>	5
7	<i>Annexure VII</i>	<i>Compliance Statement</i>	1
8	<i>Annexure VIII</i>	<i>Un-priced copy of Price bid format</i>	1
9	<i>Annexure IX</i>	<i>Price bid format (BoQ)</i>	1
10	<i>Annexure X</i>	<i>Proforma of Bank Guarantee for Security Deposit</i>	2
11	<i>Annexure XI</i>	<i>Proforma of Agreement</i>	1
12	<i>Annexure XII</i>	<i>Integrity Pact</i>	5
13	<i>Annexure XIII</i>	<i>Contingency plan for transportation of Ammonia by road</i>	53

PRPD. BY:	4
	 





FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

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

PRPD. BY:		5
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
--------------------------------	---	---

due date of enquiry, bidder’s name & address and contact details. The documents shall be submitted to the following on or before the due date:

The Asst.General Manager (Materials)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” in the applicable columns. Rates shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT).

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

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

PRPD. BY:			6
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
--------------------------------	---	---

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 rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 7.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, MSE units (Micro and Small Enterprises) 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

PRPD. BY:		7
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
--------------------------------	---	---

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

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

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



This tender is 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

PRPD. BY:		8
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
--------------------------------	---	---

all Enquiry documents and technical specifications.

11.0 RATES:

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

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



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

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If 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 **Five percent (5%) of the total contract value** by 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.

PRPD. BY:		9
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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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
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.

PRPD. BY:		10
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

- b) Shall ensure uploading the above invoice as per statute &
- c) File monthly returns in time enabling FACT to claim the input tax credit.

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

Payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B”.

In case 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 (if specified in the Pre Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre- Qualification criteria) for Startups recognised by Dept. of Industrial policy and

PRPD. BY:		11
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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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 Assistant. General Manager(Materials)C, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal-683501, Tel 0484-2568123/2568629; Email:jayakumarp@factltd.com.

16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

16.8 Work order shall be issued by Asst.General Manager [Materials]C/Senior Manager(Materials)T&S.

17.0 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

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



18.0 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.

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

PRPD. BY:		12
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

ANNEXURE-II

INFORMATION ABOUT THE BIDDER
(VENDOR DATA /UPDATION 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 asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification. The Bidder shall also furnish any information / documents as required by FACT in addition to the details / documents being furnished as per this Annexure.

1. Name of the Bidder:
2. Address of Registered Office with Tel. No.:
3. Address of Cochin Office with tel. No. :
4. Branches:
(specify each)
5. Name / Designation of the person authorised to sign the Bid and related documents:

1. Details of the person/s with whom FACT may correspond:

- | | | |
|------------------------------------|----------------|-------------|
| a) Name | b) Designation | c) Address: |
| d) Telephone No / Mobile phone nos | e) Fax No. | |
| f) E - Mail ID: | | |

2. Constitution of Firm (Please tick applicable one):



Proprietorship / Partnership / Hindu Undivided Family / Private Limited / Public Limited / Public Sector.

Date of Registration of Firm (Attach copy of Registration Certificate):

3. Category:

- a. Whether the entrepreneur comes under the following status (please tick) Micro / Small / medium

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

PRPD. BY:			13
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

b. In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. SC / ST
(Enclose copy of the MSME/NSIC certificate).

9 Details of EMD:

Name of Bank / Issuing Branch :

UTR No./Challan/Receipt No. :

Date :

Amount :

9.0 Name of the Bank(s) and the Branch (s) with which bidder has financial dealings:

Financial Data
(based on latest Audited Accounts) :

10.1 Paid up Capital :

10.2 Free Reserves & Surplus :

10.3 Accumulated loss :



10.4 Long Term Debts :

10.5 Total Current Assets :

10.6 Current Liabilities (including provisions) :

10.7 Fixed Asset (Gross) :

10.8 Depreciation :

PRPD. BY:			14
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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11.0 Details of tankers owned / under control (taken on lease) with Reg. Nos, Model, capacity etc.

A. Owned in the name of Proprietors / Partners / Company and offered for this work

Tanker Lorries	Reg. No.	Model	Material Construction Tank	Approved carry capacity of tank (MT)
Insulated	Sl.No.			

B. Taken on Lease and offered for this work.

Tanker Lorries	Reg.No.	Model	Material of Construction of tank	Approved carrying capacity of the tank (MT)
Insulated	Sl.No.			

PRPD. BY:		15
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
---	--	--

Note: Copies of the CCE License, RC Book, Insurance, Calibration Certificate, Permit, Fitness Certificate-etc, for each tanker lorry to be enclosed. Originals shall be submitted for verification when asked for.

12.0 Details of experience of the bidder for transporting Liquefied Ammonia Gas / Hazardous Liquids for other customers:

12.1 In Insulated Tankers:

Name of Client	Work Order No. &	Quantity transported in MT (Specify the year of Transport)				
Place of operation	Date	Year 1	Year 2	Year 3	Year 4	Year 5

Note: Copies of (i) Work order (ii) Experience Certificate and (iii) Performance Certificate (enclose all three for each work) from the Clients as above for 12.0 and 12.1 shall be furnished.



13.0 Quantity for transport committed at present to other customers (specify name, product and quantity separately).

Sl.No.	Name of Customer	Product	Period		Total No. of Tankers	Total carrying capacity(MT)	Total order Qty (MT)
			From	To			

14.0. Time required for commencement of work (Mobilization time) in insulated tankers from the date of issue of Letter of Intent (LOI) / Work Order from FACT:..... days.

15. 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(NEFT) or RTGS. Please furnish a cancelled cheque leaf of the account and the following details along with your Banker's authorisation letter:

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

PRPD. BY:		16
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

16. Documents to be enclosed:

- 1) Xerox copy of "Permanent Account Number" (PAN) Card.
- 2) Copies of Explosives License issued by CCE, Nagpur, R.C Book, Insurance, Permit, Fitness Certificates, Calibration Certificate etc., for each tanker lorry.
- 3) Copies of Certificate of drivers to have successfully passed course for carrying dangerous and hazardous cargo, as per the Motor vehicle Act from any of the Government recognised institutions.
- 4) Copies of (i) Work Orders (ii) Experience certificates and (iii) Performance Certificates (enclose all three against each work) from clients as indicated in 12.1 and 12.2 above.
- 5) Consent letter in Rs.200/- Non judicial Stamp paper from the owner's of the tanker lorries to utilise their tanker lorries for the subject work of FACT, if tanker lorries are not owned by the bidder.

DECLARATION

I/We hereby declare that the particulars furnished as per Annexure II 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 us liable for disqualification.



We hereby undertake to insulate at our cost, all the un-insulated tankers offered by us for the work of FACT as per the specifications of the enquiry, and commence the work within the mobilisation period offered by me, as at 14.0 above (or) from the date mentioned in the Work Order issued by FACT, whichever is earlier.

Date:

Name of Bidder / Authorized Signatory:

(Seal)

Signature:

PRPD. BY:			17
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		 FACT



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-III

PRE QUALIFICATION CRITERIA

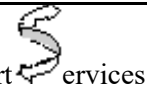

Transportation of Liquefied Ammonia Gas by ROAD

Pre-qualification Criteria to be met by the Bidders:

- 1.0 Bidder must have experience in transporting not less than 1,000 MT (One thousand MT) per annum of hazardous liquefied gases like Liquefied Ammonia, Liquefied Petroleum Gas, Liquefied Natural Gas, Liquefied Carbon Di Oxide etc. in tanker lorries for one or more organizations during any one of the last five years, as on date of opening of Part A bid. Bidder shall enclose copies of (i) Work order supported by (ii) Performance certificate (showing quantity transported, period of contract, Work Order number and Performance), issued by the contractee with Part A bid as documentary evidence. In case of running contracts, performance certificate (suitable to meet PQ criteria, as on date of tender) should have been issued after the date of enquiry. For this purpose, 'the documents from Government/ Quasi Government/ Public sector under takings/ Private limited companies/ Public limited companies shall be considered for acceptance.
- 2.0 Bidder shall have control (either own or by way of lease) as on the date of opening of pre-qualification cum techno-commercial bids, at least three tanker Lorries fitted with insulated/uninsulated tanks having capacity of around 15 MT OR 19 MT, fabricated with low temperature carbon steel BS 1501 224 460B or equivalent. The tankers shall have a valid license from Chief Controller of Explosives, Nagpur, for transport of Ammonia. The insulated tankers shall have an insulation thickness of 100 mm polyurethane foam with aluminium cladding and shall conform to the requirements of SMPV (U) rules of 1981. In case the tankers are not insulated at the time of submission of bid, bidder shall undertake in his bid to carry out insulation of the tankers at his cost for use by FACT before commencement of the work. The tanker lorries shall be not more than 15 years old as on the date of opening of Pre-qualification cum techno-commercial bid and shall have all valid statutory licenses/permits for transporting ammonia including approval from the Chief Controller of Explosives, Nagpur. Documentary evidence in support of the above shall be furnished along with the bid.
- 3.0 Bidder shall be able to mobilize a minimum working capital of Rs.10.00 lakhs and shall furnish solvency certificate to that effect from their Bank. Solvency certificate (original or copy duly attested by a Notary) shall be furnished for a minimum of Rs.10,00,000/- from a Nationalized/Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate issued shall be dated after three months prior to the date of enquiry.
- 4.0 Bidder must have an office in Kochi/Revenue district of Ernakulam or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority and communication facilities such as phone, fax e-mail etc., to coordinate the day-to-day activities with FACT.

Bidders not meeting criteria under 1.0 to 4.0 above will not be considered.

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

PRPD. BY:		18
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

Annexure- IV

Specification of Tanker / Insulation of Tankers / Special Safety Requirements for Transport

- i. The ammonia road tankers shall be equipped with the following safety appliances for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988: Full face gas masks with anhydrous ammonia canister and spare anhydrous ammonia canisters, (ii) Protective gloves, (iii) PVC Suits, Goggles, Gumboots, Water container, etc.
- ii. All necessary statutory clearances required directly or indirectly for the execution of the work are included in the scope of the contractor and shall be arranged by the contractor.
- iii. Guidelines given in chapter IV “Gas Cylinders Rules 1981 & Static and Mobile Pressure Vessels (Unfired) Rules 1981” regarding transport of compressed gas by vehicles is to be strictly followed.
- iv. Necessary information as required in Form IV with regard to License to Transport Compressed gas in a vehicle, certificate of yearly test of safety valves and excess flow valves rates as per Rule 18 of the SMPV (U), Rules 1981, and certificate of half yearly examination of Road Tanker for compressed gases under Rule No 44(2) of the SMPV (U) Rule 1984 should be produced.
- v. Instructions issued by FACT regarding actions required in case of emergency are to be strictly followed.
- vi. The tankers shall have a valid license from the Chief Controller of Explosives (CCE), Nagpur, for transport of ammonia. A copy of the same shall be furnished for our records. The Ammonia tanks of the tankers shall be designed for temperature ranging from (-) 34 °C to 55 °C and pressure of 22.15 Kg/cm² and tested for a pressure of 33.225Kg/cm². The tanks shall be fabricated using low temperature Carbon steel BS 1501 224 460 B or equivalent. Proper hood shall be provided over the vapour / liquid hose connection points.
- vii. The tankers shall have an insulation thickness of 100 mm polyurethane foam with aluminium cladding and shall conform to the requirements of SMPV (U) rules of 1981.
- viii. The contractor shall strictly comply with all conditions laid down in the Motor Vehicles Act 1988 and the Central Motor Vehicles Rules, 1989. Section 336A of the Kerala Motor Vehicles Rules 1989 shall be applicable for the transportation of Ammonia by Road.
- ix. The material test certificates for the tank and fittings shall be submitted for verification. Also the General arrangement drawing of the tankers approved by the CCE shall be furnished for our records. Contact persons / telephone nos. in case of any emergency is to be prominently displayed on the outside of the tanker.
- x. There is a contingency plan for transportation of Ammonia by road. On award of the contract, the Contractor shall familiarise himself with the contingency plan and adequate steps shall be taken to follow the contingency plan in the event of an accident involving the tanker.
- xi. The contractor shall ensure that the vehicles engaged by him for transportation of Ammonia shall carry appropriate fire extinguishers and flame arrestors on exhaust pipes.
- xii. The contractor shall ensure that the drivers of the tankers possess certificate of having successfully passed a three day course for carrying dangerous and hazardous cargo, as per the Motor Vehicle Act from any of the Government recognized institutions. Copies of the certificate to be handed over to safety departments of FACT-UC and CD.
- xiii. Each tanker deployed for the work shall have dedicated driver and cleaner. Tankers without cleaners will not be allowed for transportation of ammonia. Additional safety requirements stipulated in future by transport / statutory authorities like provision of GPS etc. may have to be complied by the transporters at their cost.
- xiv. Liquid and vapour Ammonia valves shall be well protected with proper metallic covers.
- xv. Extra fittings to bullet like Pressure Gauges, Temperature Gauges, shall be protected (from any impact) with extra cover with proper visibility.
- xvi. TREM cards shall be provided in safety box.
- xvii. Well maintained first aid box shall be provided in the cabin.
- xviii. Non-compliance of safety/statutory aspects will lead to stoppage of transportation or alternate arrangements at the risk and cost of the contractor.

PRPD. BY:		19
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE – V

Special Terms and Conditions of Contract

1.0 Scope of Work:

1.1 Transportation of Liquefied Ammonia Gas (LAG) by road in insulated tankers from FACT – UC to FACT-CD as per terms and conditions detailed hereunder.

1.2 The INSULATED tankers shall have an insulation thickness of 100 mm polyurethane foam with aluminium cladding and shall conform to the requirements of SMPV (U) rules of 1981, before commencement of the contract, if the tankers are not already insulated at the time of submission of bid. The tanker Lorries deployed for the work shall not be more than 15 years old at any point of time during the period of contract. The contractor shall substitute tankers, which become 15 years old within the contract period with alternate tankers less than 15 years old. Substitution of tankers shall be done only with prior approval from FACT and these tankers shall comply with all the requirements applicable for the tankers originally offered and accepted by FACT. Also, all the tankers offered and operated at any point of time during the period of contract shall have all valid statutory permits including approval from the Chief Controller of Explosives, Nagpur. Documentary evidence in support of the above shall be furnished.

Specification of Tanker / Insulation of tankers / Special Safety Requirements for transport etc., shall be as per Annexure IV, attached with the enquiry.



1.3 For loading into and unloading ammonia from the tanker, couplings (to suit the mating couplings at the loading and unloading points of FACT), will be provided by FACT on remittance of prescribed Deposit amount, which will be refunded to the Contractor on return of the couplings to FACT. The Contractor shall use only the couplings provided by FACT as above for the loading / unloading operation.

1.4 On award of the contract, the Contractor, at his expense, shall provide Mobile Phones for each of the tanker (which shall always be under the custody of the driver operating the particular tanker) for communication at any point of time.

1.5 All necessary statutory clearances required directly or indirectly for execution of the work are included in the scope of the Contractor and shall be arranged by the Contractor at his own expenses.

1.6 The contractor shall call on the authorised Officer of FACT to receive instructions regarding transport of Ammonia to be undertaken by him and arrange to work accordingly. The Officer will inform the quantity required and the time of loading and unloading in advance and the contractor shall run tankers accordingly.

The contractor shall get the tankers filled, calibrations checked, all necessary documentation completed and the product safely transported to the destination through the specified route without any deviation.

PRPD. BY:			20
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
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2.0 Quantity for transportation: 24300 MT

- 2.1 The quantities as shown above are only approximate indications and the daily / annual quantity is liable to vary either way depending on ammonia imported / produced by FACT, arrival of the ships, storage capacity available at WI, CD and UC, plant requirements, rail/barge transport, availability / economics of various modes of transport, performance of the loading / unloading equipments at loading /unloading points etc. The contractor has to place sufficient number of tanker Lorries on a day-to-day basis so as to meet our transport requirement from time to time.
- 2.2 FACT reserves the right to reduce or increase the estimated quantity as above at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be transported. FACT cannot guarantee to the Contractor, either continuity of work or any definite or minimum quantity for transportation at any time or during the contract period. The Contractor shall have no right to claim damages including idle time or loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.
- 2.3 The contract is for a period of Six months and the numbers of trucks required **is (3) Three**.
- 2.4 The quantities shown are only approx. and FACT shall have the option to re-appropriate the quantity of destinations not operated regularly to quantities of destinations operated. However, the same will be intimated to Contractors by proper amendments.
- 2.5 FACT may at its own discretion enhance the quantity, in case the quantity stipulated in the work order exhaust within the contract period of Six months.
- 3.0 Period of Contract: The contract shall be for a period of Six months from the date of commencement of work as per letter of intent /work order.
- 4.0 Special Safety Requirements for transport as per Annexure-IV shall be strictly adhered to.
- 5.0 Capacity of Contractor:

If tankers are not owned by the contractor, consent letter / lease agreement in Rs.200/-Non-Judicial Stamp paper and proof of ownership and other documents shall be produced from the lawful owners permitting the use of their tankers / equipment for transportation of Ammonia for the contract period without any liability to FACT for any damage, loss that may be incurred by the owner during operations connected with the contract with FACT. Statutory obligations with regard to transportation of Ammonia, tankers / equipment and its crew etc., shall be complied with by the Contractor.

6.0 Liability to move Ammonia:



- 6.1. The Contractor shall provide dedicated tankers to FACT at its disposal throughout the contract period in FIT condition to operate the contract. The contractor shall not use the vehicles deployed for this work for any other transportation purposes, including service to other organisations, during the pendency of the contract, without the consent of FACT. The Contractor shall place only totally clean and suitable tankers to transport quality Ammonia. Before commencing work, the contractor shall get clearance from FACT regarding the tankers that would be engaged for transportation.

PRPD. BY:		21
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

- 6.2 The Contractor or his authorized representative shall call on the concerned Contract Administrator or their authorized representatives to receive instructions regarding the transport of Ammonia to be undertaken by him and arrange to work accordingly.
- 6.3 The tanker Lorries once cleaned and approved for transportation of quality Ammonia shall not be engaged for any other work, without written consent from FACT.
- 6.4 The contractor should use the routes stipulated vide Clause 2.5 of Contingency Plan for Transportation of Ammonia by road from W. Island to FACT CD/UC and from UC to FACT CD issued in November 2013. Alternate routes cannot be used. The distances indicated in the said clause against each route are only the approximate distances for indicative purpose and no claim shall be entertained for variation in the quoted rates due to any variation in the actual distances from those in the above clause.
- 6.4.1 The operation of the contract shall conform to the stipulations in the Contingency Plan. If there is any change in the contingency Plan at any time during the contract period, the same shall be intimated to the contractor and the subsequent operations shall be as per the modified Contingency Plan only. In case the changes in the Contingency Plan are of substantial nature, the implications of the same shall be discussed between the contractor and FACT and mutually agreed upon.
- 6.4.2 No deviation is to be taken from specified route from the filling point to FACT site without prior approval from FACT. Deviation without permission can lead to cancellation of contract without notice.
- 6.5 The contractor is expected to keep the tankers in total readiness to operate at least for 26 days of a month of 30 days during the contract period and in case the tankers are not kept in such condition or not available for the work as per the requirements of FACT.
- Considering three trips per tanker per day, the contractor shall fulfil a minimum transportation of 135 MT per day for three tankers of 15 MT capacity. In any case, if the contractor fails to transport a cumulative quantity of 4000 MT in 30 days for reasons not attributable to FACT, liquidated damages at the rate of Rs.400/- per MT for the shortfall in the applicable cumulative quantity shall be recovered from the bills of the contractor or from any amounts due to the contractor subject to Clause 11 of Standard Terms and Conditions.
- 6.6 When tankers have to be taken out of service for statutory inspection or repairs, the Contractor shall obtain prior permission of the concerned Officer of FACT and shall make alternative arrangements to transport Ammonia without additional cost to FACT with the prior permission of FACT, failing which FACT shall have the right to make alternate arrangements to transport Ammonia at the risk and cost of the Contractor and realise from the Contractor any loss sustained by FACT on account of such arrangements.
- 6.7 The Contractor shall maintain his authorized representative at loading / unloading points to receive and acknowledge instructions and documents. Orders given to the Contractor's representative shall be considered to have the same effect as if they have been given to the Contractor himself. The appointment of the authorized representative shall be got approved by the authorized Officer of FACT and also informed in writing to Asst. General Manager [Mat]-T&S.
- 6.8 The loaded quantity at FACT-WI shall be assessed based on the reading of the Mass Flow Meter installed at WI. The loaded / unloaded quantity at UC / CD shall be assessed based on



PRPD. BY:			22
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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the readings of the respective weighbridges at UC / CD. The Contractor shall arrange to position his tanker lorry for taking tare weight and gross weight in respect of each consignment at the weighbridges as above.

- 6.9 The Contractor, at the time of accepting the consignment, shall ensure that all necessary documents are collected to avoid detention during transit or at the unloading points.
- 6.10 The Contractor or his duly authorised representative shall take delivery of material for onward movement and the Contractor shall always be responsible for safety and preservation of Ammonia till it is duly delivered at the destination points.
- 6.11 Signing of FACT's transit documents by the Contractor's representative shall be deemed to be acknowledgement of receipt of goods on behalf of the Contractor.
- 6.12 The Contractor shall ensure that all the tankers carrying Ammonia carry copies of Transport Emergency Card, printed and issued by FACT. The crew shall be well versed with the contents of the card and shall be able to act as per instructions therein.
- 6.13 The contractor shall ensure that the vehicles engaged by him for transportation of Ammonia have all valid statutory licenses including registration, explosive license, insurance, fitness certificate, permit, pollution control certificate, etc. and shall carry copies of all such licenses / certificates while transporting the material.
- 6.14 The contractor shall ensure that the vehicles engaged by him for transportation of Ammonia shall carry appropriate fire extinguishers and flame arrestors on exhaust pipes.
- 6.15 The contractor shall ensure that the drivers of the tankers possess certificate of having successfully passed a three day course for carrying dangerous and hazardous cargo, as per the Motor Vehicle Act from any of the Government recognized institutions. Copies of the certificate to be handed over to safety departments of FACT-UC and CD.
- 6.16 Each tanker deployed for the work shall have dedicated driver and cleaner. Tankers without cleaners will not be allowed for transportation of ammonia.
- 6.17 The contract shall not mean continuous work for the Contractor. The Contractor is expected to take up the work as and when required by FACT whether or not there is full day's work for his men / tankers.
- 6.18 FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to suspend work until such time the Contractor demonstrates to the satisfaction of FACT that he can carry out the job in a manner considered safe by FACT. Notwithstanding any instruction given by FACT in this respect or in any other respect, the responsibility for the safe and prompt delivery of the materials shall be that of the Contractor.
- 6.19 In case the goods are held up en-route due to any breakdown or accident or force majeure condition, the matter shall be intimated to the authorized Officer of FACT over telephone or in person immediately and confirmed in writing thereafter. Tankers shall not stop anywhere en-route other than for reasons mentioned above.
- 6.20 FACT shall arrange insurance coverage for the product transported till the product is unloaded into the storage tanks at the unloading points. FACT shall also arrange Public Liability Insurance to meet any liability under the Public Liability Insurance Act 1991. However, it is

PRPD. BY:		23
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	





FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

made clear that the Contractor has to compensate FACT for any loss sustained by FACT towards damages, shortages, losses, contamination, non-delivery of products etc., for reasons that are attributable to the Contractor. FACT's decision on the above shall be final and binding on the Contractor. FACT reserves the right to realise such compensation at rates decided by FACT by appropriating from the Contractor's bills / security deposits without prejudice to FACT's rights to claim balance amount, if any, from the Contractor. FACT shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of the obligations under the terms of the contract.

- 6.21 Insurance coverage for the Contractor's vehicles, crew and all belongings engaged for the work shall be arranged by him at his own responsibility and cost. The Contractor shall be fully responsible for all damages to the tankers, personnel deployed by him, and also for liabilities on account of third party claims, if any, arising on account of accidents or any other calamities during the pendency of the contract.
- 6.22 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. 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. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure / loss in their capacity as the Principal Employer, such expenditure / loss shall be realised from the Contractor.
- 6.23 During the pendency of the work order, if the Contractor uses tankers not owned by him, consent letters shall be produced from the owners permitting the use of their tankers, without any liability to FACT for any damage, loss that may be incurred by the owner / contractor during operations connected with the order. Statutory obligations regarding these tankers, personnel working in it etc. shall be complied with by the contractor as if the tankers were owned by him.
- 6.24 The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.

7.0 Quantity Assessment:

Quantity shall be assessed based on the reading of the Mass Flow Meter installed at FACT's storage tank at WI and the weighbridges installed at FACT- UC and FACT-CD. A variation up to $\pm 0.5\%$ of the loaded quantity shall be allowed in the weighment of Tankers. The shortage / excess will be assessed on a monthly basis and for the net shortage, if any, recovery of

PRPD. BY:			24
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

additional cost shall be as decided by FACT from time to time and shall be deducted from the bills of the contractor. However, no payment shall be given for net excess.

8.0 Shortage / loss / Damage:

The Contractor shall be responsible for all shortages, loss or damage from the time the consignments are received to the time they are delivered at the stipulated destination. If any shortage/loss/damage etc. occurs after the products are handed over to the Contractor, he shall compensate such shortage, loss, damage etc. including non-delivery of material at rates decided by FACT. FACT reserves the right to realise such compensation by appropriating from the Contractor's bills/Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

9.0 Settlement of Bills



- 9.1 Billing shall be based on quantities transported. Bills complete in all respects, shall be submitted once in a fortnight. Unloaded quantity shall be as recorded by the officer in-charge or his authorised nominee subject to allowable weight tolerance on the loaded quantity as per clause 7.0 above.
- 9.2 Payment will be made for the bills duly certified by the Bill Certifying Authority DGM(P)UC-Fert /DGM (P)-CD/ any other officer authorised for transportation from UC to CD) based on 9.1 above, after deducting any amounts due from the contractor as per the terms and conditions of the work order.
- 9.3 Payment shall normally be made within two weeks after submission of bills, subject to compliance with terms and conditions of the order.
- 9.4 Revision in rate shall not be allowed with regard to enhancement / reduction in quantities [i.e. variation in quantity due to reasons mentioned at clauses 2.4 and 2.5 of Special Terms and Conditions of Contract (Annexure – V)] during the contract period except for diesel price revision, as provided for in clause 3 of Annexure-VI (Standard Terms & Conditions). Price variation for the billing period shall be averaged for that period and rate revisions shall be issued on completion of that period. The contractor shall not be eligible for any other charges on any account other than those specifically mentioned in the contract. For indicative one way distance refer clause 2.5 - Introduction of Contingency Plan. For rate revision, the diesel price prevailing at Cochin shall be considered.

10. Working Hours:

The timing shall be as per the relevant clauses in the Kerala Motor Vehicles Rules 1989. Contractor shall have to undertake transporting on all days including Sundays and Holidays. Contractor shall strictly follow the Kerala Motor Vehicles Rules & the time restrictions as applicable and as & when issued during the contract period of Six months. The presently applicable timing for transportation is from 6 PM to 8 AM and 11 AM to 4 PM on all days including Sundays and holidays.

11. Passes:

The Contractor shall obtain passes for himself, his workers and representatives for entry inside the premises of FACT and where loading / unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's

PRPD. BY:			25
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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Security Department, when workers / representatives are changed or when the contract is completed / terminated, failing which amount as fixed by FACT shall be payable for every pass thus not surrendered.

11.1 Entry pass to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR department. The following documents shall be submitted along with the request.

- i) Copy of Age proof
- ii) Police clearance certificate
- iii) Copy of Bank Pass Book
- iv) Copy of Aadhaar
- v) Two copies of Passport size photographs
- vi) Duly filled application for ESI & PF enrolment



The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage rolls to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance department.

- 12. FACT shall not in any way be responsible to the Contractor for payment of compensation for hold up of work, if any, due to any situation beyond the control of FACT.
- 13. FACT reserves the right to suspend or terminate the contract partially or wholly at any time during the validity period of the contract.
- 14. The contract once awarded will not imply that the contractor will have exclusive right for the particular job. The contract is not a guarantee to the Contractor either for continuity of work on all days or any definite volume of work at any time.
- 15. There are four loading /unloading points in UC, four loading / unloading points at W. Island Ammonia tank site and eight unloading points at FACT-CD.

16. Termination:

If the Contractor becomes insolvent or in the event of his going into liquidation or winding up his business as the case may be, or if in the opinion of the company if the Contractor fails to fulfill his obligations in the execution of the work to the company's satisfaction, the company may forthwith terminate the contract or take it over in whole or in part and employ any other agency or agencies to continue the work and forfeit the contractor's security deposit and retention of money without prejudice to the company's rights to claim compensation from the contractor for losses or damages suffered by the company as a result of the above arrangements. The contractor shall have no claim to compensation for any loss that may occur consequent to the above arrangements. Evaluation of the Contractor's performance by FACT and decisions taken thereon shall be final and binding on the Contractor.

17. In case, the contractor fails to carry out the works satisfactorily as per contract, FACT may give 24 hours notice in writing to the contractor calling him to make good the failure, neglect or contravention complained of within the said time. In default of compliance of said notice, the company shall have the option and be at liberty without prejudice to its rights, to arrange to complete the work by other means/other agencies and the loss or damage or extra expenditure incurred in this connection shall be recovered from the contractor.



PRPD. BY:		26
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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- 18. In case the Contractor failed to commence the work or continue to perform the contract as per the terms and conditions of the contract, FACT shall have the power to terminate the contract and make alternative arrangements to carry out the work for the remaining period at the risk and cost the Contractor. In such case, the Contractor shall be liable for any expenses, loss or damage, which FACT may incur or sustain by reason of or in connection with the Contractor's default. FACT will also have the option to put the vendor on Enquiry Holiday for a minimum period of three years.
- 19 Giving or requesting any type of illegal gratification to/from any person / agency inside or outside FACT premises will be viewed very seriously and FACT reserves the right to take suitable action against the Contractor indulging in such practices, including termination of contract without notice, and the remaining work in such cases will be arranged by FACT through other parties at the contractor's risk and cost.
- 20 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT.
- 21 Strike etc. by Contractor's labour owing to any dispute pertaining to the wages or otherwise will not be deemed to be a reason beyond the control of the Contractor.
- 22 The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, charges and expenses arising out of or in connection with carrying out of the work covered by the contract with respect to the equipments/crew deployed by the contractor for the work as per this contract.
- 23 It is to be understood that FACT shall not provide any other services except as specifically defined. Contractor shall render all other services / carry out all incidental works whether mentioned herein or not, for executing the contract to the satisfaction of FACT. Connection and disconnection of coupling is not in the scope of the contractor.
- 24 There may be periods where the transport contract will not be operated during which time, only the fixed rental charge will be paid, in lieu of which the transporter shall retain the vehicle and crew in readiness for operation as per requirement of FACT.
- 25 Contract Administration:

This contract shall be administered by DGM (P)/CD for transportation from Udyogamandal Complex (UC) to CD and DGM (P) Fert. – UC for transportation from UC to WI.
- 26 In case of any contradiction between this Special terms & Conditions of Contract (Annexure-V), and the Standard Terms & Conditions of Contract (Annexure-VI) of this enquiry, the Special terms & Conditions (Annexure-V), shall prevail.

PRPD. BY:			27
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



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FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
---	--	--

ANNEXURE-VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS :

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

01. GENERAL:

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

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

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



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

The contract once awarded will not imply that the Contractor has exclusive right for the particular job. The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

02. SECURITY DEPOSIT :

The contractor) shall remit interest free Security Deposit (SD) equivalent to **Five percent (5%) of the**

PRPD. BY:			28
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
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total contract value by NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

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

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

03. RATES:

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

The rates shall be firm for the period of contract. However, during this period increase / decrease in the transport rates shall be applicable if the price of High Speed Diesel (HSD) oil is increased/decreased. The revision formula applicable shall be at the rate of 2.5 Paise per MT per KM for 1 Rupee per Litre increase or decrease in price of HSD oil calculated for two way (double) distance. The revision in the contract rate shall be calculated in this proportion i.e. if the increase or decrease is only 50 Paise per litre, the rate shall be increased/decreased by 1.25 Paise per MT/KM calculated for two way (double) distance.



The HSD price at Cochin on the date of bid opening (Techno-Commercial Part) shall be the base rate for the above purpose. In case of revisions from the date of bid opening to the date of issue of work order, work order shall be issued after adjusting the rate as per the above formula.

04. PAYMENT :

Payment shall be effected, on presentation of the bills to the DGM(Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as Income Tax, TDS on GST etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

05 QUANTITY :

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

PRPD. BY:		29
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	--

06. CONTINUITY OF WORK :

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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS :

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

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



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

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

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

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

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

PRPD. BY:		30
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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09. STATUTORY OBLIGATIONS

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

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

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

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

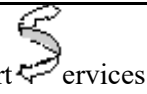

Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the 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.

In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is

PRPD. BY:			31
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

to incur any expenditure/loss in their capacity as the Principal Employer such expenditure/loss shall be realised from the Contractor.

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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

12. TERMINATION :

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

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

13. FORCE MAJEURE:



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

14. ASSIGNMENT :

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

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

PRPD. BY:		32
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

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

16. ENVIRONMENT MANAGEMENT SYSTEM :



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

17. FRAUD PREVENTION POLICY OF FACT:

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

18. ENTIRETY OF CONTRACT :

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

PRPD. BY:			33
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-VII

COMPLIANCE STATEMENT



We state that our offer against Enquiry No. MM/180/E28761 dated. 04.01.2024 is in full compliance with the documents issued against the Enquiry No: MM/180/E28761 dated. 04.01.2024 without any deviations and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Special Terms and Conditions and Standard terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place: (Seal)

Date:

PRPD. BY:			34
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-VIII

PROFORMA OF UNPRICED COPY OF PRICE BID
(To be submitted with Part-A Bid)

Sub: **Transportation of Ammonia by road in Insulated Tanker Lorries, as per the tender MM/180/E28761 dated.04.01.2024**

Note 1: Please **do not fill in Rates in this format**. Please fill in “**Quoted**” in the blank column provided against each.

We here by quote our competitive rate as below for all the items of work cited above in compliance with the enquiry documents without any deviation.

	Item	Unit	Quantity	Rate (in Rs./MT)(“Indicate quoted”)
1	Ammonia Transportation from FACT-UC Petro to FACT-CD by 3 Nos. of insulated Tankers	MT	24300	

Note: **Bidders must indicate “Quoted” for all the above items. Do not write rates in this format. Quantity indicated is only an estimate which may be appropriated among the two routes as per requirement from time to time during the contract period.**

GST shall be paid extra by FACT as per statutory notifications.

Please tick whichever is applicable below:

- a) We have quoted for 3 Insulated Tankers of 15 MT capacity. []
b) We have quoted for 3 Insulated Tankers of 19 MT capacity. []



(Signed by)

Authorised Signatory:..... Name and address of the Bidder:.....

Place:

Date:

(Stamp)

PRPD. BY:		35
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	 FACT





FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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Annexure-IX

Tender No. MM/180/E28761 dated. 04.01.2024

BoQ (Price Bid) in CPP portal

Please mention the rates and number of tankers only in the BoQ that uploaded separately along with tender documents

PRPD. BY:			36
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-X

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

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683501.

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

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



We, the said Bank, do hereby 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 Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

PRPD. BY:		37
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY No. MM/180/E28761 dated 04.01.2024
---	--	--

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.

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 ofTwo thousand and Twenty Two.

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

Place:

Full address of the Branch issuing this guarantee:

PRPD. BY:			38
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-XI

AGREEMENT

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

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

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

NOW THESE PRESENT WITNESS THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Work Order no. dt. and accompaniments thereunto the Contractor shall duly perform the said works, fulfill 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 Senior Manager Purchase(T&S) 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.

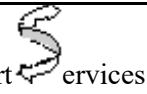

2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

PRPD. BY:			39
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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ANNEXURE-XII

(To be executed in Plain Paper)

INTEGRITY PACT

Between

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

(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

PRPD. BY:		40
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

can initiate disciplinary actions.

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

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

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

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

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

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

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



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

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

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

PRPD. BY:		41
 Transport services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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Earnest Money Deposit/Bid Security.

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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



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

Section 8 - Independent External Monitor/Monitors

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

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

(3)The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to

PRPD. BY:		42
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
---	--	---

all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

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



Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the

PRPD. BY:		43
 Transport Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



FACT CORPORATE MATERIALS	Transportation of Liquefied Ammonia Gas (LAG) by road in insulated Road tankers from FACT – UC to FACT-CD	ENQUIRY. No. MM/180/E28761 dated 04.01.2024
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Registered Office of the Principal, i.e. Udyogamandal, Kerala.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The Bidder / Contractor signing this “Integrity Pact” shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.


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

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

Place:
Date:

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

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

PRPD. BY:			44
	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		