

CENTRALIZED MATERIALS	SALES LOADING, TRANSPORTATION AND DOZING OF GYPSUM / OTHER MATERIALS IN FACT – COCHIN DIVISION [CD] AT AMBALAMEDU	Enquiry No. MM/180/E 23950 dated. 06.09.2021 Page 1
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NOTICE INVITING TENDER

ENQUIRY NO. MM/180/E23950 dated.06.09.2021

- 1.0 e-Tenders [two cover system] are invited from financially sound and experienced contractors who can mobilise sufficient number of tippers / heavy equipment for undertaking the work of loading, transportation and dozing of gypsum, reclaimed gypsum, other waste materials such as lime grits, sulphur muck, solid earth, raw materials for check weighment etc., from FACT Cochin Division (CD) Plant to CD Dump yard/ respective dumping areas within the premises of FACT Cochin Division at Ambalamedu, and loading & levelling of trucks for sale of gypsum, either from Plant or from the Dumping Yard area, round the clock, and Loading of Plant Gypsum and transportation to Asiad Godown/ No.1 Silo/ Railway Siding for a period of two years from the date of issue of LOI / Work order as per documents in List of Enclosures given below:

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

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

2.0 General Information



Enquiry No.	MM/180/E23950 Dated.06.09.2021
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	21.09.2021 / 3.00 P.M.
Date & Time for opening of Part A of the Bid.	22.09.2021 / 3.30 P.M.
Contract Period	Two Years from the date of commencement of work as per Letter of Intent / Work order.
EMD	Bid Security Declaration in lieu of EMD as per Format in Annexure X. Pl. refer clause 7.1 of Instruction to Bidders (Annexure I)
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374 9497334230, email:ajinoanandh@gmail.com 2) Mr. Julian Vijayakuar, Tel: +91 484 256 8260, e-mail: julian@factltd.com 3) Mr. Paul P Thomas, Tel: +91 484 256 8629, e-mail: paulpt@factltd.com

3.0 TENDER DOCUMENTS (e-TENDER)

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

4.0 GENERAL

- 4.1 When bids are received from any proprietorship / firm / company having the same

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proprietor or one or more partners/Directors in the business organisation 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.

- 4.2 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.
- 4.3 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.
- 4.4 Partnership firms having common partners will be treated as one Bidder.

5.0 **Scope of Work/Quantity:**

For detailed scope of work and quantity to be handled, kindly refer NIT & Special Terms and Conditions (Annexure-IV), attached with this enquiry.

- 6.0 **Period of Contract:** The period of contract shall be two years from the date of commencement of work as per Letter of Intent / Work order. **The work shall be commenced within the offered mobilisation time which shall not exceed 10 days of LOI/WO date whichever is earlier.**

Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order. On award of work order, the contractor(s) shall ensure that sufficient numbers of Tippers/Heavy Equipments are placed on the date of commencement of work as indicated in the work order. 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 sufficient number of Tippers/Heavy Equipments as required by FACT.



7.0 **EVALUATION OF BIDS:**

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

Bidder shall be required to quote for all the items of work of Price Bid Format .

The contract will be based on percentage rate contract, wherein the estimated rates of the various items are printed in the BOQ. Bidders shall quote a single (%) percentage rate [(-) below or (+) above /at par] of the total estimated value. In case there is no change from the rates indicated as above, bidder shall mention 0% (Zero Percentage) in the price bid format after choosing either +/- (excess/less).

- 7.2 Evaluation of bids and determination of L1 bidder shall be based on the lowest rate in percentage quoted by the bidder and a single work order shall be issued for all the items of work. However, GST shall be extra as applicable as per statutory notifications.

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7.3 In case more than one bidder becomes L1, contract will be finalised based on revised lower percentage rates which will be obtained from the L1 bidders.

8.0 **RATES:**

The estimated rates of the various items are printed in the Price Bid Format. A single (%) percentage rate [(-) below or (+) above or at par] of the total estimated value shall be quoted by the bidders. The rates of each item (Schedule of Work 1, 2,3,4,5,6 & 7) will be arrived at by adding or reducing the (+/-) percentage quoted by the bidder, as applicable, to/from the Rs./MT rate indicated by FACT, multiplied by the respective quantity. GST, if applicable, shall be paid extra by FACT as per statutory notification.

8.1 **Illustration:**

In case a bidder offers a single percentage of (-)10, the same shall be evaluated as follows:

Work	Estimated quantity x offered rate	Total value (Rs.)
Item (1)	180000 x Rs.30.70* (Rs.34.11 -10%)	55,26,000/-
Item (2)	9,000 MT x Rs.30.70* (Rs.34.11 -10%)	2,76,300/-
Item (3)	5,000 MT x Rs.30.70* (Rs.34.11 -10%)	1,53,500/-
Item (4)	5,000 MT x Rs.21.32* (Rs.23.69 -10%)	1,06,600/-
Item (5)	7,50,000 MTxRs.19.62* (Rs.21.80 -10%)	1,47,15,000/-
Item (6)	1,00,000 MTxRs.19.62* (Rs.21.80 -10%)	19,62,000/-
Item (7)	30,000 MT x Rs.25.59* (Rs.28.43 - 10%)	7,67,700/-
	Combined total value	2,35,07,100/-

* Shall be Rounded off to two decimal places for evaluation and placement of work order.

8.2 The rates shall be firm during the period of contract. However, for items of work under 1(i) to 1(iv) of Scope of work of Annexure IV, FACT shall revise the rates as per Clause 7.2 of Annexure IV, if the price of Diesel Oil is revised after issue of the work order.



8.3 In the case of Item No 1(i),(ii),(iii) & (iv) of the work (refer BOQ, Annexure-IX), for the purpose of computing GST etc separately for Transportation and Loading & handling components, break up of the rates into (1) rate for Transportation and (2) rate for Loading and handling shall be furnished in the Price Bid (BOQ).

8.4 **Bids not complying with the above will be rejected**

8.5 **Important: The Un-priced bid (Annexure-VIII) shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED", as applicable. Percentage shall not be indicated in this Annexure-VIII.**

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

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002

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Mobile: 8547381122

E-mail address: vkmenon78@gmail.com

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

In case of any clarifications, please contact the officers at 9.0 below. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tender."

- 9.0 Any further information on site familiarization / nature of work, if required by the bidders, can be had from the (i) Sr. Manager Production (Phosphoric Acid) / FACT-CD [i.e. SMP(PA)-CD] (Phone : 0484-2723672) and (ii) Dy. General Manager (Production), FACT-CD [i.e. DGM(P)-CD] (Phone - 0484-2723642). For any clarification on this Tender/enquiry Asst. General Manager (Materials)T&S (Phone - 256 8260), Centralised Materials, FACT Ltd., PD-Administrative Building, Udyogamandal - 683 501 may be contacted. The bidders are advised to duly get themselves informed of all the details they require before submitting their bids.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

ASST. GENERAL MANAGER (MATERIALS) T&S

List of Enclosures of this NIT is as follows:


Sl. No.	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	7
2	Annexure II	Pre-Qualification Criteria for bidders	1
3	Annexure III	Vendor Data Updation(Declaration) Form	4
4	Annexure IV	Special Terms & Conditions	9
5	Annexure V	Standard Terms & Conditions	5
6	Annexure VI	Compliance Statement	1
7	Annexure VII	Illustration of Calculation of Quantity of Gypsum/Reclaimed Gypsum Transported	1
8	Annexure VIII	Unpriced copy of Price bid format	2

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9	Annexure IX	Price bid format (BoQ)	1
10	Annexure X	Bid Security Declaration	1
11	Annexure XI	Integrity Pact	5
12	Annexure XII	Proforma of Bank Guarantee for Security Deposit	2
13	Annexure XIII	Proforma of Agreement	1

ANNEXURE – I



Instructions to Bidders (OPEN e-Procurement)

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- 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., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :
The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS: The bid shall be uploaded with all relevant documents

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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. Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed "Un-priced bid" indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.

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

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

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



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

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

5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.

5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.

5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

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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 BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

- 7.1 All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.
- 7.2 If any bidder retracts from or without request of FACT revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

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

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in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

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

This tender is non divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:



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

11.0 Rates:

- 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, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's other right to claim damages.

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12.0 SECURITY DEPOSIT:

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

13.0 PURCHASER'S RIGHT:



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

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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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:

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

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

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

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



16.0 **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

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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 promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2545196; Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.
- 16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.



17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENTION POLICY:

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

ASST. GENERAL MANAGER (MATERIALS)-TS

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Annexure - II

PRE-QUALIFICATION CRITERIA FOR BIDDERS

FOR LOADING, TRANSPORTATION AND DOZING OF GYPSUM / OTHER MATERIALS IN FACT – COCHIN DIVISION [CD] AT AMBALAMEDU

The bidder should meet all of the following prequalification criteria for the above work:

- 1.0 Bidder must have transported a minimum of **10,000 MT** of Bulk Materials in Tippers/Dumpers, during any one of the last five years for one or more organizations as on the date of tender.

OR

Bidder must have transported Bulk materials in Tippers/Dumpers with contract value not less than **Rs.10.00 (Ten) Lakhs** during **any one** of the last 5 years for one or more organizations as on the date of tender.

Bidder shall enclose copies of the (i) Work order supported by (ii) Experience certificate and (iii) Performance certificate issued by the contractee with Part A bid as documentary evidence. In case of running contracts, Performance certificate submitted should have been issued after the date of enquiry. For this purpose the documents from organisations of similar standing as FACT, or organisations of sound financial capability and having status of principal employer; or Govt./Quasi Govt. Depts./ Pvt. Ltd. companies, which do their work mainly through public contracts shall be considered for acceptance.



- 2.0 Bidder shall furnish a solvency certificate (original or copy duly attested by a Notary) for a minimum of **Rs.11.00** lakh from a Nationalised/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.
- 3.0 Bidder must have an Office in Kochi / nearby areas or be willing to open one immediately on awarding the contract. The office must have a responsible person with sufficient authority to co-ordinate day-to-day activities round the clock with FACT. The office must have necessary communication facilities such as telephone,email etc.

Bidders not fulfilling 1 to 3 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.

Note: The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form/documents are liable to be rejected. FACT reserves the right to verify the claim of the bidders/documents submitted by them, directly with the clients or any other agency in this regard.

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Annexure III

VENDOR DATA UPDATION FORM

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.

Sl. No.	Description	To be filled in by Vendor
1	Name of the bidder	
2	Name, address and designation of the key person with whom company may correspond	
3	Address:	a. Regd. Office:
4		b. Branch Office:
5	PIN Code	
6	Telephone Nos. (with Country/STD codes)	
7	Tele fax Nos.	
8	E-Mail id	
9	Contact Person	
10	Details of Local Office/ Representatives/ Liaison Agents	
11	Address	
12	PIN Code	
13	Telephones	
14	Fax Number	
15	E-Mail ID	
16	Contact Person	
17	Name of the person authorized to sign the bid and related documents	
18	Date of Registration of Firm	
19	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company/ Hindu Undivided Family/ Private Limited/ Public Sector
20	Name and address of proprietor/ Partners/ Directors	
21	CATEGORY:	

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a	Whether the entrepreneur comes under the given status (please tick and attach document)	Micro/ Small/ Medium
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	

22 <u>INFRASTRUCTURE/ FACILITIES</u>		
i	Own facilities available for repair of tankers:	
ii	No. of office staff	
iii	No. of skilled workers	
iv	No. of unskilled workers	

23	Details of Tippers/ Equipments owned / under control with Reg. Nos., Model and capacity, the Bidder proposes to deploy for FACT's work as per this enquiry (Copy/original of relevant documents such as R.C. Book/Insurance Certificate / permit / fitness certificate/Pollution control certificate to be submitted for verification, if required by FACT)	
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Owned in the name of Proprietor/ Company/ Partners etc. offered for this work
(Use additional sheets, if required)

Sl. No.	Type of Vehicle / Equipment	Model	Approved carrying capacity (in MT)

Taken of lease and offered for this work:



Sl.No	Type of Vehicle / Equipment	Model	Approved carrying capacity (in MT)

24 **TECHNICAL EXPERTISE**
Proforma for furnishing details of previous experience in handling and transportation of similar items:

Name of Client	Work Order No. & date	Item transported	Year 1 (specify)		Year 2 (specify)		Year 3 (specify)		Year 4 (specify)		Year 5 (specify)	
			Qty MT	Amount	Qty MT	Amount	Qty MT	Amount	Qty MT	Amount	Qty MT	Amount

Note: Copies of Work order and Performance certificate/Experience certificate relevant to that Work Order from the clients indicated above, shall be furnished.

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25 FINANCIAL WORTHINESS

Name Address & Tel. Nos of Bank with which the Bidder has financial dealings			
Working Capital that can be mobilised for two months operation of the contract with supporting details	Rs.....lakhs		
Turn over for the three financial years ending 31 st March in (Rs. Lakhs)	2017-18	2018-19	2019-20

Details of credit / limits facilities enjoyed :
(Certificate from Bank regarding working capital mobilisation to be enclosed)

Sl.No.	Name of the Bank	Type of credit (ie. CC/C, O/D etc.	Amount of credit limit sanctioned Rs.

Details of Profit & Loss Account:

(Copies of audited Profit & Loss Account for the above periods to be enclosed)

S.No.	Year	Total revenue receipts (Rs.)	Profit / Loss(Rs.)
1	2017-18		
2	2018-19		
3	2019-20		

Details of Balance Sheet of the firm for preceding three years:



(Copies of audited Profit & Loss Account for the above periods to be enclosed)

1	2017-18		
2	2018-19		
3	2019-20		

26 OTHER DETAILS:

1	Have you ever been blacklisted by Government Department, Public Sector, Quasi Government, Undertaking	
2	Any criminal cases pending against you/firm	YES/ NO

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3	<p>Time required for commencement of work from date of our Letter of Intent(LOI) /Work Order(Mobilization period shall not exceed 10 days)</p> <p>On award of work order, the contractor(s) shall ensure that sufficient number of Tippers/ Heavy Equipments are placed on the date of commencement of work as indicated in the work order. 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 sufficient number of Tippers/ Heavy Equipments as required by FACT</p>	
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27	Details of EMD:		
	Name of Bank/issuing Branch	UTR / Challan /Receipt No.	Date

28. Please furnish the following details along with your Banker's Authorisation letter:

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



DECLARATION

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

Authorised Signatory,

Date: _____ Name : _____
Place: _____ Designation : _____
Signature : _____

(Seal)

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ANNEXURE –IV



SPECIAL TERMS AND CONDITIONS

DEFINITIONS:

- A. FACT – Shall mean The Fertilisers And Chemicals Travancore Limited.
 B. Contractor – Shall mean the person/company /firm with whom FACT has entered into the contract for loading, transportation and dozing of Gypsum/other materials in FACT Cochin Division at Ambalamedu.

1.0 Scope of Work/Quantity:

Sl. No	Schedule of work	Estimated quantity for two years (in MT)
i	Transportation of gypsum from plant to dump yard. The work involves all activities including loading of gypsum into tippers brought by the contractor, transportation to the dumping yard, unloading and dozing of gypsum at the dumping yard.	1,80,000
ii	Transportation of Reclaimed gypsum containing ETP sludge from plant to specified dumping areas. The work involves all activities including loading of the reclaimed gypsum into tippers brought by the contractor, transportation to specified dumping areas, unloading and dozing at the specified dumping areas	9,000
iii	Transportation of other materials like lime grits, earth etc. The contractor has to load and transport these materials in their tippers and dump in designated areas within a distance of about 2 km (based on weight).	5,000
iv	Transportation of raw materials for check weighment of barges and mixture preparation. These items will be loaded by FACT to the tippers brought by the contractor and unloaded in concerned godowns after taking weights.	5,000
v	Proper Loading and levelling of gypsum for sale from Plant on to trucks brought by buyers (based on weight).	7,50,000
vi	Proper Loading of dry gypsum for sale as available in the Gypsum Yard on to trucks brought by buyers. (Based on weight). (Yard Gypsum includes gypsum available in the Gypsum stack or as heap by way of transported from the plant and gypsum available in the Gypsum yard without delumping. It is also informed that some buyers of old gypsum may prefer self loading arrangement, which may be permitted by FACT on a case to case basis.	1,00,000
vii	Loading of Plant gypsum on to tippers brought by contractor and transportation to Asiad godown/ No.1 Silo/ Railway siding after taking weight	30,000

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All necessary equipments and other resources including crew required for operation of the equipments for undertaking the works as above shall be arranged by the Contractor at his cost.

Special Note for (v) & (vi) above- Loading for sale from Plant or dumping yard into trucks brought by buyers may be done at both the locations simultaneously, if so required. Contractor shall level the material evenly after loading the material on to trucks. Loading on to trucks and levelling shall be done using loading equipment and without causing any damage to the buyers vehicle. Contractor shall avoid overloading/short loading of material by loading material according to the quantity specified by the buyer, and thereby avoid repeated trips to the weighbridge.

- 1.1 The quantities indicated above are only approximate indications and the quantities are liable to vary either way depending on the production pattern in the plant, demand for gypsum sale, weather conditions etc. The contractor shall be liable to carry out the work as per the actual requirement of FACT from time to time.
- 2.0 FACT reserves the right to reduce or increase the estimated quantity as under clause 1.0 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.
- 3.0 **Period of Contract:** The period of contract shall be **two years** from the date of commencement of work as per Letter of Intent / Work order.
- 4.0 **Capacity of Contractor:**
 - 4.1 Contractor shall own/control sufficient number of suitable tippers/dumpers and other equipments such as Loaders/ Poclains /bull dozers /JCB/ Excavators, etc., as required and all other resources including the crew required to operate the above, to discharge their obligations in respect of the contract issued by FACT.

The tippers used for gypsum movement shall be of minimum 20 MT capacity.
 - 4.2 During continuous plant run, depending on the plant load, daily gypsum production will vary from around 1500 MT/day to 2200MT/day. Accordingly sufficient number of tippers for transportation of Gypsum from Plant to Yard will have to be operated in the absence of sales.
 - 4.3 All the equipments used for this contract shall be in good working condition.
 - 4.4 Dumping of plant gypsum and loading for sales shall be carried out from specified areas of the yard as per instruction form SMP(PA)/ AGM(PA) or his authorized representative. Freshly brought gypsum from plant shall not be dumped in areas containing dry gypsum. Freshly dumped gypsum shall not be loaded on to sales trucks. Only loose and dry gypsum shall be loaded onto sales trucks from yard.
 - 4.5 Indicative requirement of Tippers/ Heavy Equipment for the work will be 2 to 4 tippers for transportation of Gypsum from Plant to Yard depending on Plant load; three chained excavators one at Plant, one at Yard and one spare. Tippers/Heavy equipment deployed shall be less than 10 years old as on the date of opening of Part-A bid.

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5.0 **Security Deposit:**

The contractor shall, within 15 days of issue of the work order, remit an amount equal to 3% of the total value of the work order for two years, towards Security Deposit by way of Bank Transfer/NEFT/RTGS or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT. No interest shall be payable by FACT on the security deposit. The security deposit shall be released only after the work as per contract is satisfactorily completed and final bills paid, after deducting all amounts due to FACT from the contractor.

6.0 **Agreement:**

The Contractor shall execute within 15 days from the date of issue of Work Order an Agreement on Non Judicial Stamp paper of value of Rs.200/- in the form prescribed by FACT and shall bear all expenses incidental thereto.

7.0 **Rates:**

7.1 The rates shall be firm during the period of contract. However, for items at 1(i), 1(ii), 1(iii) & 1(vii) under Scope of Work detailed above, FACT shall revise the rates (as per Clause 7.2 below) if the price of High Speed Diesel Oil is revised after issue of the work order.

7.2 The revision formula applicable shall be at the rate of 10 Paise per MT for one rupee increase or decrease in price of High Speed Diesel Oil. The rate as above is after taking into consideration the diesel consumed for all operations, i.e., loading, transportation and dozing including loading into trucks for sale. No other claims on account of diesel price variation shall be permitted. For the purpose of calculation of revision in rates due to variation in diesel price, the price of Diesel prevailing at Cochin shall be considered and the price of diesel prevailing at Cochin as on the date of opening of Part A bids (Pre-qualification cum Techno-commercial bids) shall be taken as the base rate. Diesel price variation shall be averaged (Simple) for the completed billing period and revised rates shall be applicable for that completed billing cycle.



7.3 In case the contractor is requested during the period of contract to carry out any similar extra work not initially covered by the rates given in the contract, the contractor shall be prepared to undertake such work at the rates mutually agreed upon.

7.4 **Goods and Services Tax(GST) :** The rate quoted by the Bidder for all the works as per this tender shall be exclusive of GST. GST, if applicable for the work as per any statutory notification, shall be extra and borne by FACT.

8.0 **Liability to move Gypsum & other materials:**

8.1 The contractor should ensure that there is no spillage of gypsum or other materials being transported on the road en-route from Plant to gypsum yard / respective dumping areas and the roads surrounding the gypsum heap beneath G4 conveyor. If any spillage occurs due to reasons attributable to the contractor, the Contractor shall clear the same immediately and spray water in order to avoid dust nuisance on the road. If the spillage is not cleared and dust emission is not controlled in time, FACT will arrange the same at the risk and cost of the Contractor.

8.2 a) Wetting of Road from Phase II Weigh Bridge upto Canteen near PH.II Gate



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and beginning of Gypsum transportation road, is in the contractor's scope. **When there is no gypsum transportation or when there is no sales from plant, the scope of wetting of road by the contractor is excluded.**



b) Contractor shall transport the wet reclaimed gypsum immediately after reclamation without making any spillage en-route.

- 8.3 The Contractor shall maintain his authorised representative at Ambalamedu. The Contractor or his authorised representative shall call on the Sr. Manager Production (Phos. Acid) / FACT-CD [i.e. SMP (PA)-CD] / Dy. General Manager (Production), FACT-CD [i.e. DGM(Prod)/CD] to receive instructions regarding the transport of gypsum / other materials and other works to be undertaken by him and arrange to work accordingly. 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 authorised representative shall be notified by the Contractor and got approved by SMP [PA]-CD / DGM [Prod]CD. SMP [PA]-CD shall be the contract administrator for this work.
- 8.4 The Contractor shall make available sufficient number of tippers/dumpers/loaders/Poclains / dozers / JCB / other equipment with operating crew on receipt of oral/written instruction from the above mentioned officers. The Contractor is expected to place at all times the required number of tippers/dumpers/dozers/JCB/other equipments with crew as required by FACT, so as to meet the requirement of removal of gypsum produced and gypsum reclaimed from settling pits and equalisation tanks, so that no accumulation is caused due to lack of the above equipments.
- 8.5 During the beginning of every shift before commencing the work, Contractor shall submit all the details of working crew and vehicles to the officer in charge of Gypsum Disposal Section or any officer as nominated by SMP (PA), FACT-CD.
- 8.6 If the road leading to Gypsum yard requires any maintenance, advance information shall be given in writing to the SMP (PA)/CD by the Contractor and gypsum movement shall not be affected on account of the road repair.
- 8.7 If the gypsum dumping yard requires any additional lighting, the Contractor shall intimate the same in writing to SMP (PA)/CD in advance and Gypsum movement shall not be affected on account of this.
- 8.8 When the equipments of the contractor have to be taken out of service for statutory inspection or on maintenance/repair the contractor shall obtain prior permission of SMP [PA]-CD / DGM(Prod)-[CD] and shall make alternative arrangements to transport gypsum without additional cost to FACT, failing which FACT shall have the right to make alternate arrangements to transport gypsum at the risk and cost of the Contractor and realise from the Contractor any loss sustained by FACT on account of such alternative arrangement.
- 8.9 Any maintenance/repair of contractor's equipment due to breakdown while the work is being carried out shall be arranged by the contractor as expeditiously as possible. However, if the repair work is expected to prolong beyond reasonable time, the contractor shall make alternative arrangement to carry out the work as per the requirement indicated by FACT.
- 8.10 The maintenance of the contractor's equipment shall be done by the contractor using his own personnel, spare parts and materials.

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- 8.11 The contract shall not mean continuous work for the Contractor. In case of an anticipated break in work lasting 7 days or more due to shut down of Plant etc., FACT will give 2 days prior notice in writing to enable the Contractor to demobilize his men and machinery and 2 days prior notice to remobilise and resume the work. There will not be any payment towards idling charges on account of this.
- 8.12 FACT reserves the right to reject any tipper /dumpers / equipments brought by the Contractor due to its unsound condition or being not road worthy or unsuitable for the operation contemplated. Only tippers and / or dumpers are to be used for transportation. Also, FACT shall have the right to object to any unsafe practice used or resorted to by the Contractor and to direct the Contractor to carry out the job in a manner considered safe by FACT.
- 8.13 During the pendency of this work order, if the Contractor uses tippers/ dumpers/ dozers/ JCB/ other equipments not owned by him, consent letters shall be produced from the owners permitting the use of their tippers/ dumpers/ equipments, 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 tippers/ dumper/ equipments, personnel working in it etc. shall be complied with by the contractor as if they were owned by him.
- 8.14 It will be the responsibility of the Contractor to obtain at his cost those clearances/sanctions, if any applicable for the work and which are required from the part of the contractor, from concerned authorities, local bodies etc. The Contractor is expected and bound to anticipate and arrange for all such clearances and sanctions well in advance. Any damage, demurrage or any other losses arising direct or consequential on account of any lapses in this regard shall be to the Contractor's account.
- 8.15 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 debited to the contractor's account as already mentioned. The cost of such removal shall be in addition to Liquidated Damages as per terms under Clause 9 below.
- 8.16 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, fails to fulfil his obligations in the execution of the work to 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 or get it done departmentally 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.
- 8.17 In case the Contractor failed 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,

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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.**

- 8.18 The security and safety of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- 8.19 Insurance coverage of the Contractor's belongings shall be arranged by him at his own responsibility and cost.
- 8.20 All precautions in transport, handling and other related works 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 all traffic rules and transport regulations, statutory obligations and all other rules and laws that have a bearing on the work. Any damage, or any action, legal or otherwise, arising on account of the contractor's failure or negligence or breach of the statutory obligations, shall be to the contractor's account. If any loss/expenditure arising from the breach thereof is not satisfactorily met/settled by the contractor, FACT reserves the right to withhold payment of bills/security deposit and discharge the obligations of the contractor without prejudice to the company's right to claim from the contractor full value of damage/compensation. The Account rendered by FACT in this connection shall be treated as final.
- 8.21 The Contractor shall assume all liabilities for, and keep FACT wholly indemnified against, all actions or suits, costs, damages, changes 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.

9.0 **Liquidated Damages (LD):**

- 9.1 a) The contractor should make arrangements to load a minimum of 1500 MT gypsum together from plant and yard per day, if adequate stock of gypsum and number of sales trucks are available for loading. The short fall in loading from the minimum quantity will attract a penalty of Rs.20 per ton (plus GST) of shortage.
b) The contractor should make arrangements to transport a minimum of 1200 MT gypsum from plant per day, if adequate stock of gypsum is available and sales trucks are not available for loading. The short fall in transportation from the minimum quantity will attract a penalty of Rs.20 per ton (plus GST) of shortage.
c) If the contractor fails to transport gypsum due to non-availability of sufficient number of tippers or other equipments, operating crew etc. and the gypsum accumulation heap goes up to a level of 2 meters from the centre of the drive drum of G4 conveyor (free space in between top of heap and conveyor drive drum centre), LD shall be applicable at the rate of Rs.50,000/- per day plus GST or part thereof. The measurement of the free space shall be as determined by the FACT-CD Civil Department.
- 9.2 If the contractor fails to meet the requirement of FACT in transporting the lime grits, sulphur muck, earth, raw materials for check weighment, reclaimed gypsum, etc., as demanded, LD of Rs.5000/- plus GST will be levied for the failure of the contractor to transport against FACT's request for that particular day.
- 9.3 If the contractor fails to clear the spillage timely en-route from plant to gypsum yard, and road surrounding the yard under G4 conveyor, a lump sum penalty of Rs.5,000/- plus GST will be levied for the day. Even after penalizing if the contractor does not turn up for

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clearing the spillage, FACT shall make alternate arrangement for the same at the risk and cost of contractor and the actual expenses incurred will be recovered from the bills of the contractor.

9.4 If the contractor is found loading fresh/ wet gypsum from the yard, FACT reserves the right to levy a penalty of Rs.5,000/- plus GST for each such case of violation.

9.5 The liquidated damage applicable to all the above cases shall be limited to 10 % of the total contract value for the period of two years.

10.0 **Assessment of Quantity:**

10.1 Quantity of gypsum and reclaimed gypsum transported as per item 1(i) and 1(ii) under the Scope of Work above shall be assessed as illustrated in Annexure - VII.

10.2 The quantity of items transported as per item 1(iii) and 1(iv) of the Scope of Work above will be based on random check weighment and number of trips. Payment will be made based on the lowest net weight obtained on the random check weighments obtained for a 24 hour period.

10.3 Quantity as per item No.1(v), 1(vi) & 1(vii) of the Scope of Work as above shall be assessed by net weight obtained on weighment of each truck at FACT – CD weigh bridge.

11. **Settlement of Bills:**

a) The contractor shall submit bills in the prescribed form along with supporting documents on a fortnightly basis to SMP (PA)-CD / AGM(PA)/CD - FACT for their certification based on quantity assessment detailed as per Clauses under 10 above.

b) Payment of bills that are complete in all respects shall normally be made within 15 days by cheque, after effecting all deductions applicable based on certification as per terms of the work order by SMP (PA)-CD / AGM(PA)/CD.

c) Statutory Deductions - Statutory deductions towards Income Tax, ESI, Provident Fund etc., shall be made from the contractor's bills.



d) The Contractor shall not be eligible for any other charges on any account other than that specifically mentioned in the Work Order. However, GST shall be extra, as applicable, based on the prevalent Government orders.

12. **Working Hours:**

For the purpose of this contract, a day of 24 hours starting at midnight is split in three shifts. The Contractor is expected to arrange his work accordingly without interruptions and any failure shall be subject to the conditions under clause 8.0 above.

13.0 The Contractor shall obtain photo identity badges (passes) approved and issued by CISF FACT-CD Unit for himself, his workers and representatives for entry inside the premises of FACT and where transportation/loading/ unloading points are located. Passes are not transferable and shall be renewed on expiry. Passes must be surrendered to FACT's Security Department, when workers/representatives are changed or when the contract is completed/terminated, failing which amount as fixed by the FACT shall be payable for every pass thus not surrendered.



14.0 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within Office and

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Plant premises. FACT reserves the right to demand the removal of any of his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.

- 15.0 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, to the detriment of FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the unexpired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and shall be final.
16. 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.
17. If the Contractor so desires, FACT at its discretion, may supply diesel from its petrol pump within FACT-CD premises and cost of the same will be deducted from running bills. The supply will be subject to safety and security conditions to be set by FACT and limited to a cost less than 50% of the running bills. However, FACT is under no obligation to supply diesel and no claims on this account will be entertained. Price will be that applicable for Bulk consumer.
18. The contract can be terminated by FACT with one months' notice at any time during the pendency of the contract, without assigning any reason thereto.
19. 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.
20. The Contract once awarded shall not imply that the Contractor will have the exclusive right for transport of FACT's material in other related works. 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.
21. **PF& ESI:** The workers deployed by the Contractor for the work shall be covered under the PF & ESI and the rates quoted shall be inclusive of all such liabilities. The Contractor shall ensure full compliance to the above Acts/rules. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF, ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. 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 realized from the Contractor.
22. 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

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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.

- 23 The contractor shall not employ workers below 18 years of age or persons who are disabled, infirm, mentally unsound, women in advanced stage of pregnancy or very old persons.
- 24 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.
- 25 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct workers' contribution (Rs. 4/- per half year) and contractors contribution (Rs. 8/- per half year) in respect of each worker from contractor's bill or as applicable.**
- 26 The contract will be administered and executed by the Sr. Manager [Production]-Phosphoric Acid Plant, FACT- CD i.e., SMP (PA)-CD or any officer authorised by him.
- 27 Entirety of Contract:

The contract includes all of the agreement between the Contractor and FACT and no other communication or proposal or understanding, written, oral or implied shall be considered to be included in the work order or form part of the contract between the contractor and FACT unless specifically agreed to in that behalf in writing by FACT.

OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our " Standard Terms and Conditions of Contract viz. Annexure-V". In case of any contradiction between Special Terms and Conditions (Annexure - IV) and Standard Terms and Conditions of Contract (Annexure - V), Special Terms and Conditions (Annexure - IV) will prevail.

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Annexure-V

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 AND SETTLEMENT OF DISPUTES:
- 16. FRAUD PREVENTION POLICY OF FACT:
- 17. ENVIRONMENT MANAGEMENT SYSTEM:
- 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 15 days 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.

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02. SECURITY DEPOSIT:

The Contractor shall remit 3% of the contract value for two years as interest free Security Deposit or furnish a Bank Guarantee from a Nationalised/ Scheduled Bank in the format prescribed by FACT, for equivalent amount within 15 days of award of Letter Of Intent or contract, whichever is earlier. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.

The EMD (IF APPLICABLE) remitted by the Contractor can be adjusted towards security deposit, if so desired by him. 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, 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. 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. Please refer clause 7.2 of Special Terms and Conditions for details.

04. PAYMENT:



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

05 QUANTITY:

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

06. CONTINUITY OF WORK:

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

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07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

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

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

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

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



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

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.

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.

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.

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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.

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

10. CONTRACTOR'S WORKMEN

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

11. DEFAULT:

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



12. TERMINATION:

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

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

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.

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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 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. 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.

17. 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.

18. ENTIRETY OF CONTRACT :

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

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Annexure VI

COMPLIANCE STATEMENT

We state that Enquiry No. MM/180/E23950 dtd. 06.09.2021 is in full compliance with the documents issued against the Enquiry No: MM/180/E23950 dtd. 06.09.2021 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.



Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE - VII

ILLUSTRATION OF CALCULATION OF QUANTITY OF GYPSUM/RECLAIMED GYPSUM TRANSPORTED AS PER CLAUSE 10.1 - ASSESSMENT OF QUANTITY (FOR ITEM 1(i) & 1(ii) UNDER SCOPE OF WORK) OF ANNEXURE - IV

- A. Calculation of quantity of Gypsum transported from the bottom of G4 conveyor under Scope of Work 1(i).
1. Production for the month : 5000 MT of P₂ O₅ (Phosphorus pentoxide)
 2. Gypsum Production during the month(Tonnes of P₂O₅ Produced x 6.4) } 32,000 MT
 3. Gypsum remained below G4/plant yard are at the end of previous month }
(As estimated by survey by CD Civil dept.) } 3000 MT
(At the start of the contract and end of the contract, quantity of }
gypsum below the conveyor will be estimated by civil survey }
 4. Total Gypsum to be transported during the month = 2+3 } 35,000 MT
 5. Quantity of Gypsum below G2/G4 end at the close of the month }
(as estimated by survey by CD Civil dept.) (At the start of the contract } 3000 MT
and end of the contract, quantity of Gypsum below the conveyor will be }
estimated by Civil survey }
 6. Direct sales from Plant } 3500 MT
 7. Plant gypsum loaded and transported to Asiad Godown/No.1 Silo/ } 2500 MT
Railway Siding after taking weight }
 8. Total of items (5+6+7) } 9000 MT
Net gypsum transported from plant to Yard for the month (4 - 8) } 26000 MT



Note: The quantity of gypsum is calculated on theoretical basis considering the average moisture expected to be present in gypsum as per design when it is produced. There can be small variations due to ingress of rainwater on the gypsum heap, water in the reclaimed gypsum, etc. No claim for extra payment will be entertained on this account.

B. Calculation of quantity of Reclaimed Gypsum transported under Scope of Work 1(ii).

2.4 MT of sludge will be generated in Effluent Treatment Plant per MT of lime consumed. Payment will be made by assessing the quantity of sludge transported as 2.4 times the lime quantity consumed during the month. Difference between the left over quantity of reclaimed sludge in the beginning and end of the month will also be taken into account for arriving at quantity of reclaimed sludge transported every month.

Example of calculation

Sludge in the beginning	: 50 MT
Lime Consumption during the month	: 100 MT (say)
Sludge generated	: 240 MT
Sludge at the end	: 50 MT
Quantity Transported	: 240 MT

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ANNEXURE-VIII

Tender Inviting Authority: Asst.General Manager(Materials)T&S, Centralized Materials,
FACT PD Administrative Building, FACT Ltd., Udyogamandal.



Name of Work: **LOADING,TRANSPORTATION AND DOZING OF GYPSUM AND OTHER MATERIALS AT FACT-CD**

Tender No. MM/180/E23950 dtd.06.09.2021

UNPRICED COPY OF PRICE BID FORMAT

(Please do not fill in Rates in this format. Kindly indicate "Quoted" or "Not Quoted" in the column provided)

Sl. No	Item Description	Estimated quantity for two years (in MT)	All inclusive Rate (excluding GST) Indicated by FACT (Rs./MT)	Amount in Rs.	Indicate "QUOTED" or "NOT QUOTED"
1	Transportation of gypsum from plant to dump yard. The work involves all activities including loading of gypsum into tippers brought by the contractor, transportation to the dumping yard, unloading and dozing of gypsum at the dumping yard.	1,80,000	34.11	6139800.00	
2	Transportation of Reclaimed gypsum containing ETP sludge from plant to specified dumping areas. The work involves all activities including loading of the reclaimed gypsum into tippers brought by the contractor, transportation to specified dumping areas, unloading and dozing at the specified dumping areas	9,000	34.11	306990.00	
3	Transportation of other materials like lime grits, earth etc. The contractor has to load and transport these materials in their tippers and dump in designated areas within a distance of about 2 km (based on weight).	5,000	34.11	170550.00	
4	Transportation of raw materials for check weighment	5,000	23.69	118450.00	

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	of barges and mixture preparation. M/s FACT will load these items to the tippers brought by the contractor and unloaded in concerned godowns after taking weights.				
5	Proper Loading and levelling of gypsum for sale from Plant on to trucks brought by buyers (based on weight).	7,50,000	21.80	16350000.00	
6	Proper Loading of dry gypsum for sale as available in the Gypsum Yard on to trucks brought by buyers. (Based on weight). (Yard Gypsum includes gypsum available in the Gypsum stack or as heap by way of transported from the plant and gypsum available in the Gypsum yard without delumping.	1,00,000	21.80	2180000.00	
7	Loading of Plant gypsum on to tippers brought by contractor and transportation to Asiad godown/ No.1 Silo/ Railway siding after taking weight	30,000	28.43	852900.00	
Indicate "Quoted" or "Not Quoted". Percentage shall not be indicated in this format.					

(Indicate "QUOTED" or "NOT QUOTED"). Percentage shall not be indicated in this format).

A single (%) percentage of the total estimated value shall be quoted by the bidders. The rates of each item (Schedule of Work 1, 2, 3, 4, 5, 6 & 7) will be arrived at by adding or reducing the (+/-) percentage quoted by the bidder, as applicable, to/from the Rs./MT rate indicated by FACT, multiplied by the respective quantity. GST, if applicable, shall be paid extra by FACT as per statutory notification. Illustration has been given as clause 8.1 of Notice Inviting e-Tender.

In case there is no change from the rates indicated as above, bidder shall mention 0% (Zero Percentage) in the price bid format after choosing either +/- (excess/less).

GST shall be extra as applicable, as per statutory notification.

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



Place:

Name of the Bidder

Date:

Seal

Signature of the Bidder

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE :
 Transportation & Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		



CENTRALIZED MATERIALS	SALES LOADING, TRANSPORTATION AND DOZING OF GYPSUM / OTHER MATERIALS IN FACT – COCHIN DIVISION [CD] AT AMBALAMEDU	Enquiry No. MM/180/E 23950 dated. 06.09.2021 Page 36
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ANNEXURE-IX

Part –B

PROFORMA OF PRICE BID (PERCENTAGE BoQ)

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

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ANNEXURE-X

Bid-Security Declaration

To: AGM(Mat)T&S
FACT-PD Admin building-
UDYOGAMANDAL- 683501

Reference: (1) Enquiry No.MM/180/E23950 dtd.06.09.2021of FACT.
(2) Our Bid No. _____ dt.

I/We , irrevocably declare as under:

I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.



Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

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ANNEXURE-XI

(To be executed on ₹ 500/- Non-judicial Stamp Paper)

INTEGRITY PACT

Between

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

And

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

Preamble



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

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

Section 1 - Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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



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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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



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

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

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

(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)

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

Section 8 - Independent External Monitor/Monitors

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

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

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



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

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

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

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

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed

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against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

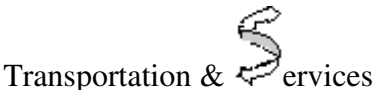

(For & On behalf of the Principal)
(Office Seal)

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

Place:
Date:

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

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

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

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Annexure-XII

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

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

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



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

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

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

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

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take for the performance of the said contract and that

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

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

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

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

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

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



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

Dated this day of Two Thousand and twenty one.

For (Name of Bank) :

Authorised Official :

Name :

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Designation :

Place:

Full address of the Branch issuing this guarantee:

ANNEXURE-XIII

AGREEMENT

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

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

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

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

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



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

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

For

In the presence of witnesses:

1.

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE :
 Transportation & Services		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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2.

In the presence of witnesses:

for and on behalf of the Company.

1.

2.

PRPD. BY :	CHKD. BY :	APPRD. BY :	DATE :
 Transportation & Services	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		