

CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
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Tender for Supply of Organic Fertiliser (Organic Manure)

Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021

Enquiry Notice

1. **Background:**

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

FACT intends to procure Organic Fertiliser (Organic Manure) for a period of 2 years through Open E tender as per the following below;

2. **Specifications:** Organic Fertiliser supplied should conform to the FCO specifications as given in Annexure-I.
Quantity: Shall be as per the Annexure-IX.
3. **Terms and conditions:** shall be as per the attached below. Please submit the bid strictly in accordance the terms and conditions and instructions to bidders.
4. **Rate:** Bidder shall quote their rates strictly in the BOQ Format.
5. **Validity of Offer:** Offers shall be valid for a period of 90 days from the due date of opening of pre-qualification-cum-techno-commercial bid (Part A).
6. **Earnest Money Deposit (EMD).** Bid Security Declaration as per our Format or Claim for EMD exemption with documentary proof.

EMD will be exempted for Govt. Depts. /firms/public sector units/MSE units /firms registered under NSIC/ Khadi Board etc. as per applicable govt. directions, on submission of valid documents.

7. **Pre-qualification criteria**

- a) The Bidder shall possess manufacturing clearances from the Municipal/Corporation/Panchayat/Authorized bodies.
 - i) Copies of supporting documents like NSIC's Government Purchase Enlistment Certificate or, any Supporting Document from any Panchayat

/Municipality/Corporation giving permission for running the required machinery or Clearance from Pollution Control Board shall be furnished along with PART A of the bid.

Documents shall be valid as on date of opening of Part A of the bid.

- b) The Bidder shall have Wholesale Marketing License of the Dept. of Agriculture, in the state of manufacture. He shall undertake to furnish O Forms to FACT for the states of districts for which he is getting the order within two weeks of receiving the Letter of Intent/Order.
- c) The Bidder shall have supplied minimum 100 MT of Organic Manure to major firms/Govt departments within anyone of the past three years (within 06.11.2018-05.11.2021). Details and supporting documents like PO copies/ invoices/ performance certificates to be furnished.
- d) The Bidder shall furnish valid quality certificate (issued within past two months of date of opening of Part A of the bid) from a govt. Approved/NABL accredited/Agricultural University /Central Govt Institute/RCOF laboratory for all the parameters as per FCO standards (refer FCO 1985, Schedule IV, Serial No 4 Part-A & B).

Copies of all valid supporting documents to be furnished along with Part A of the Bid.

- 8. Payment: FACT shall make payment to the supplier by NEFT/RTGS/other online modes on the 45th day from the date of submission of invoices based on certification of delivery challan/invoice receipt by our Wholesale points/ Retail points and subsequent confirmation by the FACT officer concerned.
- 9. Other Terms and Conditions: All other terms and conditions shall be as detailed in the terms and conditions and instructions to bidders along with this enquiry.
- 10. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders .

Due date / time for submission of bids: 29/11/2021 - 14:00 hrs IST

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

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

Thanking you,

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

- Encl: 1. Annexure I - Specifications of Organic fertilizer as per FCO
2. Annexure II - Terms and Conditions of Purchase
3. Annexure III - Instructions to bidders
4. Annexure IV - Information about Supplier.
5. Annexure V - List of FACT approved bankers for Bank Guarantee:
6. Annexure VI - Proforma of Bank Guarantee for Security Deposit
7. Annexure VII - Bid Security Declaration
8. Annexure VIII - Compliance Statement
9. Annexure IX - List of Districts.
10. Annexure X - Unpriced Bid.
11. Annexure XI - Price Bid.
12. Annexure XII - Integrity Pact.

Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021 for Supply of FACT Organic Fertiliser (Organic Manure)

Tender for Supply of Organic Fertilisers (Organic Manure)

ANNEXURE-I

Specification of Organic manure as per FCO norms

PART-A

Organic Manure		
I	Moisture, per cent by weight	Maximum 25
II	Particle size	Minimum 90 % material should pass through 4.0 mm IS sieve
III	Bulk density (g/cm ³)	<1.0
IV	Total organic carbon per cent by weight, minimum	14
V	Total nitrogen (as N). percent by weight minimum.	0.5
VI	Total phosphates (as P ₂ O ₅) percent by weight minimum.	0.5
VII	Total potash (as K ₂ O) percent by weight minimum.	0.5
VIII	NPK nutrients -Total N, P ₂ O ₅ and K ₂ O nutrient should not be less than 3%	
IX	C:N ratio	<20
X	pH	6.5-7.5
XI	Conductivity (as dsm ⁻¹) not more than	5
XII	Pathogen	NIL
XIII	Heavy Metal as (as mg/kg), maximum	
	Arsenic as (As ₂ O ₃)	10
	Cadmium as (Cd)	5
	Chromium as (Cr)	50
	Copper as (Cu)	300
	Mercury as (Hg)	0.15
	Nickel as (Ni)	50
	Zinc as (Zn)	1000

PART- B

TOLERANCE LIMIT

A sum total of nitrogen, phosphorus and potassium nutrients shall not be less than 2.8 % in case of Organic Manure.

Terms and Conditions of Purchase

1. The product specifications of Organic Manure should be as per Annexure I: Part-A Serial no.4 in Schedule IV in FCO 1985.
2. Packing: In 50 kg bags which shall be procured by FACT and stored in FACT Stores Dept. The supplier shall make arrangement to collect empty bags from FACT Store, Udyogamandal at suppliers cost. FACT shall make arrangement to load the empty bags to the trucks arranged by the supplier at FACT Store, Udyogamandal. The supplier shall print / stencil the supplier name and address in the space provided therein on the bags, prior to bagging, with the words "Manufactured by" and Batch no & date of packing. Any change in MRP and subsidy/MDA if applicable, or any other matter informed by FACT, shall also be stencilled / printed on the bags after erasing the old figures. The printed matter shall be smudge free and neat. The bag should be double-stitched and properly sealed.
- 3.. Bagged product shall be without any foul smell.
4. FACT reserves the right to accept or reject any load or part thereof due to reasons like foul odour, improper packing, smudge on bags, cut and torn conditions of bags, deviation in quality specification or violation of any terms and conditions mentioned in the contract.
5. The supplier shall be responsible for the quality of the product. And furnish analysis report conforming compliance to FCO standards, from a govt. Approved/NABL accredited/Agricultural University /Central Govt Institute/RCOF laboratory to FACT for every lot of product. He is also responsible for correct weighing and standardizing to required Net/Gross weight FACT reserves the right to accept or reject any load or part thereof due to reasons like foul odour, improper packing, smudge on bags, cut and torn conditions of bags, deviation in quality specification or violation of any terms and conditions mentioned in the contract.
6. Supplier has to provide analysis certificate pertaining to each month's supply. FACT reserves the right to engage a third party agency for inspecting and drawing samples from the production units and the sampling will be done from the certified lots of production by such agency. Cost of such sampling and analysis will be at Suppliers expense. Taking samples for analysis of the product by FACT's representative or a third party engaged by FACT shall not absolve the supplier of its obligations towards quality of the product and meeting the specifications prescribed under FCO standards.
7. If the products supplied are found to be inferior quality, at FACT destinations or after being sold to FACT's customers, the supplier shall be fully responsible for the same. The supplier shall replace such stocks, ensure compliance of all the legal/statutory requirements and redress issues related to legal metrology,

customer complaints, FCO matters etc. at the district/state levels within the respective states, if any, and take measures to ensure that FACT's brand image is not affected.

The supplier shall indemnify FACT against all claims, damages, cost and other charges, which FACT may suffer as a consequence of quality deficiency or performance or violations of the laws by the supplier.

8. The bagged product has to be supplied to the Whole sale / Retail dealer points on FOL (Door Delivery) in the districts mentioned by FACT as per the list of districts attached Annexure-IX and DI given by the AGM (I&T) or any other concerned officer of FACT-the list is not conclusive, and new additions to the stock points if any, and as and when taken by FACT during the period of contract, will be informed in course of operations- The supplier shall be able to supply the quantity to all the stock/sale points of FACT as per the despatch instructions given. He shall confirm and deliver the goods as per FACT's DI to its destinations in packing of predetermined sizes, subject to the provisions of Standards of Weights and Measures Act, 1976, Fertilizer Control Order, 1985, and other latest Government regulations.

Minimum load size will be 10 MT, maximum 2 delivery points per DI in the same route.

9.. The price offer shall be inclusive of cost of material, packing, loading, and transportation charges to FACT destinations/ dealer points and GST extra as per prevailing rates. Unloading charges at dealer points will be paid by the dealers.

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

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

Delay in delivery / liquidated damages: Time is the essence of contract and the delivery period mentioned shall be strictly adhered to.

(a) Supply at the dealer points shall be completed within 10 days from the date of DI. Any delay in supply/delivery within stipulated time / non-supplies will attract LD clause as per FACT's standard terms of purchase, at the rate 10% of defaulted quantity and shall be levied and recovered from the Supplier against pending bills/payments by FACT. If there is no running bill, the amount will be adjusted against SD. Delivery shall be deemed completed on the date of arrival of consignment at destination.

12. In case of delayed delivery/ non-delivery, in stipulated time FACT also has the alternate option to cancel the order in part or full and arrange such cancelled quantities or services from alternate sources at the risk and cost of the Supplier without prejudice to FACT's right under clause 11 above in respect to quantities delivered.

13. The Quantity indicated in each destination is an estimation. Supplies shall be made for actual requirements, which may vary from the estimated quantities, at the same rates and terms & conditions.

Delivery shall be deemed complete on the date of arrival of consignment at destination.

14. The Supplier shall provide the daily invoice for the quantities dispatched and daily report on bag consumption also shall be furnished.

15. PERIOD OF CONTRACT: The period of contract shall be two years from the date of confirmation of the order. The prices shall be firm till complete execution of the order.

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

17. PAYMENT TERMS: FACT shall make payment to the supplier by NEFT/RTGS/other online modes on 45th day of submission of invoices based on certification of delivery challan / invoice by Wholesaler / Retail dealer points and subsequent confirmation by the FACT officer concerned.

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

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

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.

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

20. Contract administration shall be by GM (Marketing) Contact details are;
Ph 0484 2567485/2567660;
email: smkrishna@factltd.com; pratheep@factltd.com

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

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

23. FACT, a Central Public Sector Enterprise (PSE) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT 2012 can be viewed in FACT's website www.fact.co.in. Supplier shall make himself aware of the above policy and comply with the same.

24.. **"Integrity Pact:** The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers And Chemicals Travancore Ltd. on Rs.500/- stamp paper along with the bid as per Annexure VI. Mr. P.K. Vijayakumar, IRS (Retd) shall be the Independent External Monitor (IEM) for these tenders and his contact details are given below:

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002
Telephone: 0487-2381123 Mobile: 8547381122
E-mail address: ykmenon78@gmail.com"

Note:

(1) The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be sent by Post / Courier to T.Nikhil Kumar, FACT-PD Admn. Building, Udyogamandal (P.O.), Ernakulam – 683501.

(2) In case bidders require any clarification pertaining to the tender please contact T.Nikhil Kumar / R Satis Kennedy,
nikhilkumar@factltd.com/kennedy@factltd.com, Ph.04842568267/04842568233.
Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

Tender for Supply of Organic Fertilisers (Organic Manure)

Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021 for Supply of Organic Fertiliser(Organic Manure)

Instruction to Bidders

i. Enquiry documents may be downloaded from Central Public Procurement Portal (<http://eprocure.gov.in>) . Enclosures forming part of this enquiry: Terms of Purchase, Instructions to Bidders, Specification of Organic Manure, List of districts, Information about supplier, Unpriced bid, Price Bid, Compliance Statement, Integrity Pact.

II. BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT:

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 same.

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.

III. Validity of Rates/Bids: The rates quoted in the tender are to hold good for a period of 90 days from the date of opening of the pre-qualification-cum-techno-commercial bid (Part A) and if contract is awarded, the same rates shall be valid for the entire period of contract. The Price shall remain firm throughout the period of order and shall not be subject to any escalation on any account.

IV. Pre-qualification criteria

a) The Bidder shall possess manufacturing clearances from the Municipal/Corporation/Panchayat authorized bodies.. Copies of any Supporting document indicating Processing capacity like NSIC's Government Purchase Enlistment Certificate or, copy of any Supporting Document from any Panchayat/Municipality giving permission for running the required machinery or Clearance from Pollution Control Board Documents shall be valid as on date of opening of Part A of the bid.

b) The Bidder shall have Wholesale Marketing License of the Dept. of Agriculture, in the state of districts that is quoting, He shall undertake to obtain the same and furnish O Forms to FACT for the states of districts for which is getting the order within two weeks of obtaining the order/LOI.

c) The Bidder shall have supplied minimum 100MT of Organic Manure to major firms/ Govt departments within anyone of the past three years (within 06.11.2018-05.11.2021). Details and supporting documents like PO copies / invoices/ performance certificates to be furnished.

d) The Bidder shall furnish valid quality certificate (issued within past two months of date of opening of Part A of the bid) from a Govt. approved laboratory/NABL accredited/ Agricultural University/ Central Govt Institute/ RCOF laboratory for all the parameters as per FCO standards (refer FCO, 1985, Schedule IV, Serial No 4 Part-A). Details and supporting documents to be furnished in Part A of the Bid.

V) METHOD OF EVALUATION OF BIDS/ AWARD OF CONTRACT:

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

1) Bidder shall quote their most competitive rate per MT for supply of organic manure (in 50 kg bag) to the destination indicated in the price bid on door delivery basis.

2) Bidders may submit his quotation for the destination he is quoting for. The present districts are given in Annexure IX. The district wise quoted rates will be applicable for all district. Bidder is free to quote for one or more district.

3) The total quantity offered to be supplied shall not exceed the manufacturing capacity informed by the supplier.

4) Determination of the L1 bidder for destination shall be based on the total lowest rate quoted by the bidders for each district. In case more than one bidder becomes L1 to any district, revised lower bids will be obtained from L1 bidders and final L1 bidder will be determined accordingly. If revised bid still happens to be a tie, the indented quantity will be split on 50: 50 (or equitable basis).

5) PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of Udyam Registration Numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits/EMD exemption.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their

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

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

Orders for those districts where required quantity is less than 1000 MT are non-divisible.

Orders for those districts where required quantity is 1000 MT or more than 1000 MT quantities shall be split in the ratio 70:30 subject to following.

25% of total order quantity shall be allocated to MSME units. The lowest bidder (L1), the second lowest bidder (L2)) will be awarded order in the percentage ratio of 70:30 of the balance quantity subject to capacity and also matching with the L1 rate. In case L2, does not match with the L1 rate then L3 will be awarded order allocated for second lowest bidder subject to L3 matching with L1 rate and so on. The opportunity shall be extended to all eligible bidders who offers are technically acceptable until 2 bidders are shortlisted for placing of orders. In case L2 etc. do not match with the L1 rate, order may be given to L1 for the full quantity subject to capacity of L1, For requirements below 1000 MT, FACT may not split the order.

V. BID SUBMISSION: Bid documents shall consist of 2 parts, **Part -A** and **Part- B** as detailed below:

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

- a) Documents to satisfy pre-qualification criteria.
- b) Information about supplier (as per Annexure - IV).
- c) Copy of Valid manufacturing clearances and documents indicating manufacturing capacity.
- d) Currently valid quality certificate from a govt. Approved laboratory for all the parameters as per FCO standard (refer Indian FCO, 1985, Schedule IV, Sl.no Part-A)
- e) Undertaking that manufacturer shall provide retail & whole sale "O" form (Source Certificate) to us for marketing through depots/stock points etc.
- f) Bid Security Declaration as per the Annexure: VII
- g) Other Documents: Copy of PAN, GST Registration.
- h) Terms and conditions of contract duly signed
- i) Instructions to Bidders duly signed.
- j) Unpriced Bid.

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

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

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

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

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

The supplier/contractor shall do the following:

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

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

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

General:

a. 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.

b. 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.

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.

c. FACT may relax condition of prior turnover and prior experience (if specified in the Pre-Qualification criteria) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.

d. Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the Pre-Qualification criteria) for Start-ups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.

e. All clarification and correspondence related to this enquiry shall be made only in English to the Deputy. General Manager(Materials) RM-1, Centralized Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 0484-2568267/2568233; Email: nikhilkumar @factltd.com / kennedy@factltd.com;

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

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

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

VIII. FACT reserves the right to extend without giving any reason the last date for submission and opening of bid.

IX. Mere submission of all the documents will not necessarily mean that the bidder is suitable. Worthiness assessed by the company will be final and binding on the bidder. FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.

X. Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in>) for any updates / corrigenda on the enquiry, including extension of due date, if any. No advertisement will be given in the print media. Bidders shall meet all expenses in connection with submission of his bid, attending the bid.

XI. Submission of the bid implies that (a) all the terms and conditions of FACT have been carefully read and understood by the bidder and (b) all the clarifications required are obtained by the bidder from FACT.

XII. Counter conditions by the bidder may render his application liable for rejection.

XIII. All clarifications and correspondence related to this enquiry shall be made only in English to Ph: 0484 2568233 /2568267; email: kennedy@factltd.com nikhilkumar@factltd.com

INSTRUCTIONS TO BIDDERS ON E-TENDER

1. Bidders shall study carefully complete enquiry documents viz. Notice Inviting Tenders, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BOQ).
2. Offers against this enquiry shall be submitted online on e-procurement portal <https://eprocure.gov.in>, with valid 'Digital signature certificate' (DSC). Offers submitted on any other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.
3. All interested bidders are requested to register themselves on the above website with their valid DSC. It is mandatory for bidders to have valid DSC (of Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the enquiry. Valid DSC shall be arranged by the bidders themselves at their cost. Bidders may refer Bidders Manual Kit available on the above website for detailed information and instructions for registering, submitting offers etc.
4. SUBMISSION OF BIDS: Bids shall be submitted in TWO PARTS
5. PRE-QUALIFICATION-cum-TECHNO- COMMERCIAL BID (Part A) shall contain the all documents as per the Clause VI of Instructions to Bidders.
6. Part-B: PRICE BID:
 - a) Price Bid (BOQ) attached to the enquiry shall be uploaded after filling all relevant information such as, name of the bidder, basic price, taxes & duties, freight etc.as called for.
 - b) The priced bid shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the bid sheet will not be accepted by the System.
 - c) Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.
 - d) Prices shall be quoted only in the prescribed bid form and those indicated elsewhere, if any, shall not be considered.

- e) Price Bid shall be uploaded only in Part B.
 - f) Bidders shall quote the unit prices in figures strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The prices shall be firm without any escalation on any account till the order is completely executed.
7. Both Part-A and Part-B of the Bid shall be uploaded with all relevant documents before due date & time in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission.
8. Non-submission of any document or submission of incomplete documents may result in rejection of offers. Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non availability of internet etc., and for incomplete submission of offers or non submission of any documents forming part of the offers.

9. BID OPENING

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

10. HELP DESK

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

ANNEXURE-IV

Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021

Supply of Organic Manure: PART A BID

INFORMATION ABOUT SUPPLIER

[PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT]

(FACT RESERVES THE RIGHT TO VERIFY THE INFORMATION GIVEN AS PER THIS FORMAT AND ENCLOSURES. IT IS THE RESPONSIBILITY OF THE SUPPLIER TO GIVE THE FULL DETAILS ASKED FOR AS PER THIS FORMAT FOR EVALUATING HIS BID AS PER THIS ENQUIRY. ANY MISREPRESENTATION OF FACTS AND WITHHOLDING OF INFORMATION MAY RESULT IN DISQUALIFICATION. PLEASE READ INSTRUCTIONS/ TERMS & CONDITIONS GIVEN HEREWITH CAREFULLY. STRIKE OFF WHICHEVER IS NOT APPLICABLE.)

1. NAME & ADDRESS OF THE FIRM: -----

2. OFFICE TELEPHONE NO: -----
3. OFFICE FAX NO: -----
4. E-MAIL ID: -----
5. CONSTITUTION OF THE FIRM: PROPRIETORSHIP / PARTNERSHIP / PVT LTD. CO / PUB. LTD. CO./CO-OPERATIVE SOCIETY (PLEASE TICK).
6. CATEGORY: WHETHER THE ENTREPRENEUR COMES UNDER THE FOLLOWING STATUS (PLEASE TICK):

MICRO/SMALL/MEDIUM
7. YEAR OF ESTABLISHMENT:
8. PLANT WISE CAPACITY OF ORGANIC MANURE PRODUCTION:
Plant 1 :..... MT/ANNUM
(..... MT/Month)

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

Plant 3...

etc

Total : :..... MT/ANNUM

9. Financial turnover in past three years :2018-19
: 2019-20
: 2020-21

(copy of balance sheets to be furnished)

10. NAME, ADDRESS AND TELEPHONE NOS. OF PROPRIETOR / PARTNERS/
DIRECTORS:

NAME:
ADDRESS:
PHONE NO (OFFICE):
PHONE NO (RESIDENCE):
MOBILE PHONE NO.:
FAX NO:

11. DETAILS OF PERSONS WHO SHALL CO-ORDINATE WITH FACT FOR
EXECUTION OF THE CONTRACT .

NAME:
ADDRESS:
.....
PHONE NO (OFFICE):
PHONE NO (RESIDENCE):
MOBILE PHONE NO.:
FAX NO:
E-MAIL ID:

12. DETAILS OF AUTHORISED SIGNATORY :

NAME:
ADDRESS:
.....
PHONE NO (OFFICE):
PHONE NO (RESIDENCE):
MOBILE PHONE NO.:
FAX NO:
E-MAIL ID:

SIGNATURE :

13. PREVIOUS SUPPLIES :

SL. NO.	NAME OF THE CLIENT SERVED	CONTRACT PERIOD	PRODUCT SUPPLIED	VOLUME IN MT
1				
2				
3				
4				
5				
6				

NOTE: DOCUMENTARY EVIDENCE IN SUPPORT OF THE ABOVE FROM CLIENTS SERVED SHALL BE ENCLOSED ALONG WITH THE BID.

14. BANK AND OTHER DETAILS:

1	INCOME TAX PAN NO.	
2	NAME OF THE BANK	
3	ADDRESS OF THE BANK BRANCH	
4	CITY AND STATE	
5	IFS CODE OF THE BANK BRANCH	
6	NAME OF THE BANK BRANCH	
7	BANK ACCOUNT NO.	
8	ACCOUNT HOLDERS' NAME	
9	VENDOR EMAIL ADDRESS	

15. Quality Certificate & Analysis Report, in compliance with FCO specifications furnished: YES/NO

16. Give Details of Manufacturing Clearances/Capacity: Furnished Copies: YES/NO

- a)
- b)
- c)
- d)

17. Registration in IFMS portal : YES/NO

18. Bid Security Declaration Submitted- Yes/No IF MSME indicate documents given

19. Other Documents: Copy of GST Service Tax Registration: Furnish Copy: YES/NO

20. WHETHER PRICE BID SUBMITTED : YES/NO

21. Details of Tie-ups with Municipalities: Names & Quantity :

22: Details of Wholesale Marketing License obtained from State Dept. of Agri :

23. Aadhaar:

24. PAN:

25 : Declaration by Bidder:

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY ME / US IN THE INFORMATION ABOUT SUPPLIER (ANNEXURE-III), IS CORRECT AND TRUE. IN THE EVENT THAT THE INFORMATION GIVEN IS FOUND TO BE INCORRECT / UNTRUE, FACT RESERVES THE RIGHT TO DISQUALIFY ME / US OR TERMINATE OUR CONTRACT WITHOUT GIVING ANY NOTICE OR REASON THEREOF.

I/WE ALSO CONFIRM THAT WE HAVE READ AND UNDERSTOOD ALL THE CONDITIONS STATED IN YOUR NOTICE INVITING TENDER, INSTRUCTIONS TO SUPPLIERS AND TERMS AND CONDITIONS AND HEREBY CONFIRM OUR ACCEPTANCE OF THE SAME. I/WE ALSO UNDERTAKE THAT IN CASE OF AWARD OF CONTRACT, I/WE SHALL SUPPLY REQUIRED QUANTITY OF ORGANIC MANURE AS PER FCO STANDARD IN TERMS OF QUALITY TO THE DESTINATIONS AS PER FACT'S INSTRUCTIONS. I/WE SHALL ALSO DEPLOY A RESPONSIBLE PERSON WITH PROPER COMMUNICATION/OFFICE FACILITY AT THE ABOVE LOCATIONS FOR ENSURING EFFECTIVE CO-ORDINATION DURING THE CONTRACT PERIOD.

PLACE: (SIGNATURE & SEAL)

DATE: (AUTHORISED SIGNATORY)

(NOTE: THE SUPPLIER SHALL SIGN AND AFFIX SEAL ON ALL THE PAGES OF THE DOCUMENTS FURNISHED AS ABOVE).

Annexure -V

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Ref: Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021

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

A) STATE BANK OF INDIA

1. State Bank of India,

B) NATIONALISED BANKS:

1. Allahad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

C) OTHER BANKS:

1. Bank of Rajasthan Limited,

2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,
9. SBER Bank

D) FOREIGN BANKS:

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

E) PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,
2. Housing Development Finance Corporation Ltd., (HDFC)
3. ICICI Bank Limited,
4. IDBI Bank Limited,

Note: If the Bank Guarantee is issued by a bank outside India, a counter guarantee from an Indian nationalized/ scheduled bank in India shall be submitted.

Annexure-VI

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

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

Whereas FACT, 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 notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

We..... further agree with the said company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to

vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us. This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

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

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

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

We..... Bank lastly 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):

Authorized Official:

Name:

Designation:

Place: Full address of the Branch issuing this guarantee:

Bid-Security Declaration

To
Deputy General Manager (Materials)
Corporate Materials Department
FACT Ltd.
Udyogamandal - 683501, Kochi.

Reference: (1) Enquiry No..... of FACT.
(2) Our Bid No..... dt.

I/We ,..... irrevocably declare as under:

I/We understand that, as per Clause of 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-Security 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).

ANNEXURE-VIII**COMPLIANCE STATEMENT**

Ref: Enquiry No. MM/MKTG/ORG/MAN/21 dated 06/11/2021

We have read and understood the Enquiry Documents against your enquiry no. MM/MKTG/ORG/MAN/21 dated 06/11/2021 and hereby confirms our acceptance to the same except for the deviations listed below:

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

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

Annexure-IX

Enquiry No : MM/MKTG/ORG/MAN/21 dated 06/11/2021

LIST OF DISTRICTS AND OFFERED QUANTITY

Sl.No	District	Quantity Requested	Offered Quantity	Unit of Measurement.
1	Alappuzha	600		MT
2	Ernakulam	2000		MT
3	Kottayam	1400		MT
4	Idukki	1400		MT
5	Kollam	500		MT
6	Pathanamthitta	300		MT
7	Thiruvananthapuram	600		MT
8	Kannur	250		MT
9	Kasaragod	100		MT
10	Kozhikode	300		MT
11	Malappuram	550		MT
12	Palakkad	900		MT
13	Thrissur	500		MT
14	Coimbatore	80		MT
15	Dharmapuri	40		MT
16	Dindigul	80		MT
17	Erode	100		MT
18	Krishnagiri	80		MT
19	Namakkal	80		MT
20	Nilgiris	400		MT
21	Salem	80		MT
22	Tiruppur	60		MT
23	Ariyalur	80		MT
24	Cuddalore	100		MT
25	Karur	80		MT
26	Mayiladuthurai	60		MT
27	Nagapattinam	60		MT
28	Perambalur	80		MT
29	Pudukkottai	80		MT
30	Thanjavur	80		MT
31	Tiruchirappalli	100		MT
32	Tiruvarur	80		MT
33	Chengalpattu	80		MT
34	Kallakurichi	100		MT
35	Kanchipuram	80		MT

36	Ranipet	80		MT
37	Tirupattur	80		MT
38	Tiruvallur	100		MT
39	Tiruvannamalai	100		MT
40	Vellore	80		MT
41	Viluppuram	100		MT
42	Kanyakumari	100		MT
43	Madurai	100		MT
44	Ramanathapuram	80		MT
45	Sivaganga	80		MT
46	Tenkasi	80		MT
47	Theni	100		MT
48	Thoothukudi	80		MT
49	Tirunelveli	100		MT
50	Virudhunagar	80		MT
51	Pondicherry	200		MT
52	Chikkamagaluru	1000		MT
53	Hassan	1000		MT

Note: Please fill the offered Quantity

Date :

Place :

Signature and seal of bidder

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

(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) commit 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 cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

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

- (1) The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

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

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

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

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

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

For & On behalf of

(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)