

**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

**CORPORATE MATERIALS
PD Administration Building,
UDYOGAMANDAL-683 501, KOCHI, KERALA
Phone: 0484-2568267 / 2568233
E-mail: kennedy@factltd.com/nikhilkumar@factltd.com**

NOTICE INVITING TENDER

Enquiry No: MM/190/CF/2022 dated 06-09-2022

Quotations are invited from C & F agents for undertaking the work of customs clearance and forwarding work connected with the SEZ procurements to FACT. SEZ procurements will be from Mangalore MRPL, Karnataka. The details of work are described in the Scope of Work (Annexure- I) attached. The bidders may also refer the Instructions to Bidders (Annexure-II) of this document for details regarding bid submission and opening of tender and Terms and Conditions (Annexure-III) and Instructions to Bidders on E-tender (Annexure IV) applicable for the proposed contract. The bids shall be submitted by E-tender by visiting the website <https://eprocure.gov.in/eprocure/app>. The bids shall be cover the Scope of Work (Annexure-I) and shall be subject to acceptance of all Instructions to Bidders at Annexure II & Terms & Conditions of Contract at Annexure III.

1. Scope of Work : As per the Annexure 1
2. Period of Contract : 1 Year from the date of contract.
3. EMD : Rs 60,000.
4. Security Deposit : 3% of the Contract Value.
5. Last date and time of submission of bids : 13-09-2022 at 02.00 P.M.

6. Pre-qualification :

a. Bidders should have handled clearing of imported consignments/SEZ procurements for major PSU's or Government Departments/Undertakings and shall be registered with valid CHA License. Bidders should furnish copies of PO/Service Orders executed during the previous three financial years and CHA License in support thereof. Copies of C&F work contracts executed and valid CHA License for Mangalore to be enclosed with technical bid without which the bid is liable to be rejected.

b. Bidder should have an office in Mangalore or should be ready to open office at Mangalore, if order is placed.

ESTIMATED VOLUME OF WORK

Approximate no of Tanker load CONSIGNMENTS from Mangalore – 1600* Nos/Year)

*No of Tanker load may vary.

Annexures;

I. Scope of Work	Annexure - I
II. Instruction to Bidders	Annexure - II
III. Terms and Conditions	Annexure - III
IV. Instructions to Bidders on E-tender	Annexure – IV
V. Vendor data updation form	Annexure - V
VI. Check list for commercial terms	Annexure – VI
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ANNEXURE –I**SCOPE OF WORK**

CHA Procedure at Mangalore for Tanker loads: Tanker Entry /Exit, clearance, documentation, despatch and allied works for the consignments of Benzene received from MRPL SEZ.

Prior to Tanker Entry:

User ID & Password of SEZ portal will be created by MRPL SEZ.

Filing of Bill of Entry for PO or invoice Quantity and facilitate payment of Customs duty.

CHA to obtain signature from SEZ Authorised Officer (AO) in the Bill of Entry and needs to provide a copy to MRPL.

Collation of daily indents and sending to MRPL (Truck Load (TL) number, Transporter Name, Capacity etc.)

Preparation of Gate in pass and all statutory procedures for TL entry into MSEZ and MRPL.

Before Tanker Exit:

Preparation of gate out pass and all statutory procedures for TL exit from MSEZ to onward customer location.

Gate passes generated by MRPL has to be taken to SEZ AO for authorisation and submitted back to MRPL.

Collecting all documents like Tax invoice, Gate passes, Weighment slip & take the vehicle out.

End to end coordination with Domestic Tariff Area (DTA), MRPL, Customs and SEZ authorities to ensure smooth operations

Generation of E-way bill after tanker exit if required by FACT.

Payment of custom duty:

Payment of Customs Duty will be made by FACT through electronic transfer and details will be sent to C&F Agent at Mangalore.

Finalisation of Bill of Entry:

The clearing agents shall be fully responsible for the finalisation of bills of entry from the time they are filed with the customs and to see that proper tariff is applied in assessment. The clearing agents shall maintain close liaison with the company with regards to the processing of Bill of Entry and any difficulty experienced by them should be brought to the notice of the company promptly for finding a solution or to decide on the course of action to be taken. The clearing agents shall be responsible for any delay on their part without valid ground in submission/processing of Bill of Entry at Customs House.

Refund Claims/Duty Draw backs:

The clearing agents shall file refund claims and prefer appeals as directed by the company. They shall also file necessary duty drawback claims as required by the Company.

Annexure - II

INSTRUCTIONS TO BIDDERS

1.0 Enquiry documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Enclosures forming part of this enquiry: Scope of Work, Instructions to Bidders and Terms and Conditions of Contract, Instructions to bidders for E-tender, Vendor data updation form, Check list for commercial terms, Compliance statement, Proforma Bank Guarantee in lieu of security deposit, Un Priced Bid, Price Bid, Proforma for Agreement are attached herewith. All conditions set out therein 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 copy each of the (1) Scope of Work (2) Instructions to Bidders (3) Terms and Conditions of Contract (4) Vendor data updation form (5) Check list for commercial terms, (6) Compliance statement shall be signed on all pages by the bidder and shall accompany their bid signifying their acceptance of the same.

2.0 Bid Submission

Bid documents shall consist of Single part as detailed below:

3.0 This bid shall consist of the following documents.

- a) Valid documents to satisfy pre-qualification criteria.
- b) EMD payment details.
- c) Scope of Work duly signed.
- d) Terms and conditions of contract duly signed.
- e) Instructions to Bidders duly signed.
- f) PRICE BID- Price shall be indicated in the BOQ format.
- g) Vendor data updation form.
- h) Check list for commercial terms.
- i) Compliance statement

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.

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

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.

4.1 Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) for any updates / corrigendum 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.

4.2 All the pages of the bid document shall be signed by the bidder/or his authorised signatory and Stamped with the bidder's seal as token of acceptance of the contents therein for undertaking the work. Rates shall be given in figures and words. If there is any difference

between the amounts given in figures and words, the lower of the two shall be considered.

- 4.3 The bidder shall study carefully these Scope of Work, Instructions to Bidders, Terms and Conditions, attached hereto. All conditions set out therein shall be binding on the bidder unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance. One copy of "Scope of Work", "Instructions to Bidders", and "Terms and Conditions" and all other documents as per Bid shall be signed on all pages by the tenderers and shall accompany their tenders signifying their acceptance of the same.
- 4.4 Successful bidders shall be required to commence the work immediately on award of the contract.
The authorized representatives of the bidders attending the opening of tenders should be in a position to give clarifications / or confirmation on any techno-commercial points.
- 4.5 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.
- 4.6 Bidders shall meet all expenses in connection with submission of his bid.
- 4.7 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 have been obtained by the bidder from FACT.
- 4.8 Counter conditions by the bidder may render his application liable for rejection.
- 4.9 FACT reserves the right to extend the closing date of the bid without giving any reasons
- 5.0 Mere submission of all the documents will not necessarily mean that the contractor is suitable. Worthiness assessed by the company will be final and binding on the bidder.
- 6.0 If any information given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.
- 7.0 Any intimation to contractors will normally be sent by E-mail at their E-mail address given in the bid. FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason.
- 8.0 EMD: Rs 60000 Earnest Money Deposit (EMD) shall be remitted through NEFT/RTGS, to the following bank account as below;
FACT A/C No. : 57017844467
IFSC Code : SBIN0070158.
Name of Bank : State Bank of India, Udyogamandal
District : Ernakulam
State : Kerala.
- In the case of NEFT/RTGS remittance, a copy of the Payment Receipt / UTR No. shall also be furnished along with bid. Bids without EMD details, or insufficient EMD amount are liable to be rejected except in the following cases- 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. No interest is payable for EMD. If the bidder retracts from or without request of FACT revises, his bid within the validity period of the bid,

the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages. 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 cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages. EMD of unsuccessful bidder will be refunded after finalisation of contract.

8.0 SECURITY DEPOSIT:

8.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to three percent (3%) of the contract value applicable for one year by **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158.** A scanned copy of the Payment Receipt / UTR No. Security deposit shall also be furnished by Bank Guarantee issued by a Nationalized/ Scheduled Bank as per the Proforma prescribed, within 10 days of receipt of the work order. The security deposit will be returned on successful completion of contract. (The Security Deposit amount may include the EMD amount already furnished by the successful bidder, if the party requests for the same.) 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.

9.0 **Rates:** The bidder shall quote his lowest rate, but exclusive of GST as indicated in the Price Bid format. The price shall not be mentioned anywhere else in the bid.
Bids not complying with the above are liable to be rejected.

10.0 **Contractor to be liable for all taxes etc.:** The rates specified in the tender shall be inclusive all duties, toll charges, port charges, other handling charges etc. but exclusive of GST. GST if applicable as per statutory notification shall be payable extra against proof of payment.

11.0 Evaluation of Bids:

11.1 The bidder shall quote his lowest rate. The contract shall be awarded who has quoted the lowest rate among the acceptable bids.

11.2 In case more than one bidder becomes L1 any particular item or items, contract will be finalised based on revised lower rates which will be obtained from the L1 bidders.

12.0 FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT reserves the right to negotiate with the lowest bidder.

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

12.2 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever,

and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.

- 13.0 **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 Letter of Intent 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 to be executed will 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.
- 14.0 **The bid shall be valid for a period of three months from the date of opening of bids.**
- 15.0 FACT reserves the right to reject incomplete tenders.
- 16.0 The bidders advised to duly get themselves informed of all the details they require before submitting their tenders.
- 17.0 The work orders under this contract will be issued by Deputy General Manager (RM), Corporate Materials of FACT at Udyogamandal. The contracts will be operated/administered by the Deputy General Manager (RM), or any officer authorised by him for the above.
- 18.0 FACT has recently introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc., are being simplified
- 19.0 This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof (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). Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

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

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

This tender is non-divisible.

ANNEXURE-III

TERMS AND CONDITIONS**1.0. Definition.**

- 1.1 'FACT' shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LIMITED with Registered office at Udyogamandal, Kochi-683501, its operating Divisions at Udyogamandal and Ambalamedu and FACT Engineering Works, Palluruthi, Marketing offices spread across South India & FACT Engineering & Design Organisation, Udyogamandal (which expression shall repugnant to the context or meaning thereof, include its successors and assigns).
- 1.2 'Contractor' shall mean the individual / firm / company, who has been awarded the Work Order (Contract) against his/their bid in response to the enquiry issued by FACT and shall include his/their legal representative's heirs, successors and assigns.

2.0 SCOPE OF WORK

As described in the ANNEXURE – I above.

3.0. Contractor to Execute Agreement:

The contractor's responsibility under this contract will commence on the date specified in the Letter of Intent (LOI)/Work Order. The successful bidder shall be required to execute an Agreement with FACT, within 15 days of the receipt by him of the Letter of Intent 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 to be executed will 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.

4.0 Period of contract

The period of contract will be one year from the date of LOI or work order, whichever is earlier.

- 5.0. Promptness is the essence of the contract. In the event of failure or delay on the part of the Contractor, FACT reserves the right to terminate the Work Order and make alternate arrangements for carrying on the work and forfeit the Security Deposit furnished by the Contractor, without prejudice to Company's further rights to claim compensation from the Contractor for loss if any, incurred by FACT as a result of the Contractor's failure to fulfil his obligations.

6.0 Rate

Rates shall be firm during the period of the contract and no escalation for whatsoever reasons will be allowed. The rates shall be exclusive of GST. Goods and Service tax if applicable as per statutory notification shall be payable extra.

7.0 Security Deposit

- 7.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to three percent (3%) of the contract value applicable for two year by **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India,**

Udyogamandal Branch, IFSC Code SBIN0070158. A scanned copy of the Payment Receipt / UTR No. shall also be furnished or by Bank Guarantee issued by a Nationalized/ Scheduled Bank on Rs.500/- Stamp paper as per format enclosed, valid till the completion period with a further claim period of six months within 10 days of receipt of the work order.

- 7.2 The Security Deposit shall be interest free and kept valid until the Contractor discharges all his obligations under this Contract. The SD shall be released only on satisfactory completion of the work.
- 7.3 In case of default, or non-completion of contractual obligations as stated elsewhere in the contract and The Terms and Conditions, Security Deposit will be forfeited.

8.0 **Terms of Payment**

Payment shall be effected after completion of work on the basis of each shipment on presentation of bills/invoices in the prescribed format together with supporting documents. Bills shall be certified by Senior Manager (Production), Offsite, FACT Petrochemical Division and payment shall be made by the Finance Dept. of FACT Ltd. Payments shall be made within 30 days of submission of bills after deduction of (1) amounts due from them to FACT on any account either connected with this work or any other transaction with the company (2) statutory levies as applicable, 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.

- 9.0 **Goods and Service tax (GST):** GST as applicable shall be extra.

- 9.1 **Contractor to be liable for all taxes etc.:** The rates specified in the tender shall be inclusive all duties, toll charges, handling charges, etc. but exclusive of GST.

The bidders shall furnish the following along with the offers:

1. The GST registration Number and details of the bidder. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply.
3. Address of the supplier 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
6. In case of unregistered supplier, a declaration to that effect with reason should be furnished.

The prices quoted shall be exclusive of GST. 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.

Our GST Number is 32AAACT6204C1Z2

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.

TDS shall be deducted as per government guidelines from time to time.

10.0 Other Terms and Conditions:

- 10.1 The work shall be a rate contract. The company does not guarantee any minimum quantity.
- 10.2 The contractor shall contact the authorised representative of FACT for obtaining instructions. The instructions given over phone have also to be complied with.
- 10.3 The contractor shall not assign, transfer, or sublet the contract without prior approval of FACT.
- 10.4 FACT reserves the right to suspend or terminate the contract partially or wholly at any date during the period of the contract.
- 10.5 The contractor shall faithfully observe the safety/ security regulation of FACT and Port authorities.
- 10.6 The contractor is deemed to have fully examined and satisfied him of the nature and extent of work to be executed and no claims for extra payment shall be admissible under any circumstances.
- 10.7 FACT shall have recourse to recovery of any costs, claims, damages, expenses, demands, and proceedings arising out of or in connection with any failure of the contractor to perform his obligations under the contract.
- 10.8 Insurance coverage for the contractor's belongings/ crew shall be arranged by him at his own expense/responsibility.

11.0 Termination of contract owing to default of Contractor:

If the contractor:

- i) Become bankrupt or insolvent or
- ii) Make arrangement with or assignment in favour of the creditors or agree to carry out the contract under a committee of inspection of his creditors or

- iii) Being a company or corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction or
- iv) Assign the contract or any part thereof otherwise than as provided under the terms and conditions of this Contract
- v) Abandon the contract or
- vi) Persistently disregard the instructions of the Manager in Charge or contravene any provisions of the contract or
- vi) Fail to adhere to the agreed programme of work or
- vii) Fail to notify the company of any alteration of the constitution of his firm, whether in the event of death/resignation of partner or director, or otherwise, within 24 hours of the event or
- viii) Promise, offer or give any bribe, commission, gift or advantage whether himself or through his partner, agent to any officer or employee of FACT or to any person on his or on their behalf in relation to the execution of this or any contract with the company, then and in any of the said cause, the competent authority of FACT may serve the contractor with a Notice in writing to the effect. If the contractor does not within 7 (seven) days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of FACT, the company shall be entitled after giving 48 hours notice in writing under the hand of competent authority of FACT, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works, without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses-
 - a) To rescind the contract, of which rescission notice in writing to the contractor under the hand of the competent authority of FACT, shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to the company, without prejudice to the company's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the Contract.
 - b) To carry out the work or any part thereof by the empanelment of the required labour and materials, the cost of which shall include supervision and all incidental charges and to debit the contractor with such costs, the amount of which as certified by FACT shall be final and binding upon the contractor and to credit the contractor with the value of the work done as if the work had been carried out by the contractor under the terms of the contract and the certificate of FACT in respect of the amount to be credited to the contractor shall be final and binding upon the contractor, to measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects, in which case any expenditure that may be incurred in excess of the sum which would have been paid to the contractor if the work had been carried out by him under the terms of the contract, the amount of which excess as certified by FACT shall be final and binding

upon the contractor, shall be borne, and paid by FACT and may be deducted from any money due to him by FACT, under the contract or otherwise or from his S.D., provided that in any case in which any of the powers conferred upon FACT shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such shall, notwithstanding, be exercisable in the event if any future case of default by the Contractor for which his liability for past and future remains unaffected.

12.0 Right of FACT after rescission of contract:

Right of FACT after rescission of contract owing to default of contractor: In the event of any or several of the courses referred to earlier being adopted:

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advance not be entitled to recover, or be paid any sum for any work thereto actually performed under the contract, unless and until the competent authority of FACT shall have certified the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value so certified.
- b) FACT shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of contract and, thereafter, all other expenses incurred by the Company have been ascertained and the amount thereof certified by FACT. The contractor shall then be entitled to receive only such or sums (if any) as the competent authority shall certify, would have been due to him upon due completion by him after deducting the said amount but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to FACT the amount of such expenses and it shall be deemed a debt to the contractor by FACT and shall be recoverable accordingly.

13.0 **Matters finally determined by FACT:**

All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to FACT and FACT shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by FACT or on behalf of FACT which matters are referred to hereinafter as accepted matters shall be final conclusive and binding upon the contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

14.0 **Applicable Law & Settlement of Disputes:**

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

If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties shall submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution)

Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

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

15.0 **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.

16.0 The Contractor shall comply with all statutory rules and regulations pertaining to employment of labour and execution of work. In case FACT becomes liable for any amount on account of breach or non-observance by the Contractor of the provision thereof, such amounts shall be to the Contractor's account.

17.0 Contractor to comply with all laws, Rules, Acts etc.

The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular Indian Factories Act, Workmen's Compensations Act, Contract Labour (Regulations and Abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract. The Contractor shall obtain at his cost all permits, license and other authorization, as required for his work, from Govt. authorities. The Contractor shall maintain proper records & registers as required by the concerned statutes and submit them to FACT as and when required. Proper records of payment of wages to workers/labourers/crew etc. engaged in the work shall be maintained by the Contractor and produced for inspection when required by FACT.

18.0 **PF & ESI Acts:** The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, if applicable, 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.

- 19.0 The contractor shall, on instructions from the competent authority of FACT immediately dismiss from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of the competent authority of FACT, is not a fit person to be retained on the works. Such person shall not be again employed or allowed on the works without the prior written permission of the competent authority of FACT.
- 20.0 The Contractor is liable to pay all claims or damages, compensations, or expenses payable as a result of any accident or injury sustained by the workman, employee or anyone hired by the Contractor in the execution of the contract by rule, law and order of government or local authority. The expenses, if any, incurred by Company will be realised from the Contractor.
- 21.0 The work orders under this contract will be issued by DGM-Raw Materials Dept, Corporate Materials of FACT at Udyogamandal. The contracts will be operated/ administered by DGM-Willingdon Island /SM-Offsite-Petrochemical dept. or any officer authorised by FACT.
- 22.0 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.

Annexure - IV**INSTRUCTIONS TO BIDDERS ON E-TENDER**

1. Bidders shall study carefully the 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 Single part
5. BID shall contain the following documents.
 - a) Valid documents to satisfy pre-qualification criteria.
 - b) Details of EMD Payment.
 - c) Scope of Work duly signed.
 - d) Terms and conditions of contract duly signed.
 - e) Instructions to Bidders duly signed.
 - f) Priced Bid -BoQ and duly filled and signed.
 - g) Vendor data updation form.
 - h) Check list for commercial terms.
 - i) Compliance statement.

The vendor shall confirm their adherence to terms and conditions of the enquiry documents forming part of this enquiry by affixing signature on all pages of the enquiry document.

6. 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) 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. 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**
- 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.
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-V
VENDOR DATA UPDATION FORM**(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)**

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

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	E-Mail id	
8	Contact Person	
9	Details of Local Office/ Representatives/ Liaison Agents	
10	Address	
11	PIN Code	
12	Telephones	
13	E-Mail ID	
14	Contact Person	
15	Name of the person authorized to sign the bid and related documents	
16	Date of Registration of Firm	
17	Constitution of the bidder (Strike out which is not applicable)	Proprietorship / Regd. Partnership/ Limited Company
18	Name and address of proprietor/ Partners/ Directors	

19	CATEGORY:	
a	Whether the entrepreneur comes under the following status (Micro/ Small/ Medium) (Enclose copy of the MSME/NSIC Registration Certificate duly attested by a Gazetted Officer)	
b	In case the bidder is an Entrepreneur whether he/she belongs to SC/ST category	
20. Please furnish the following details along with your Banker's Authorisation letter:		
1	Income Tax PAN No.	
2	GST 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)

ANNEXURE –VI
CHECK LIST FOR COMMERCIAL TERMS

[Please return this format duly filled, along with the offer]

All the columns shall be filled properly with say, "confirmed", without leaving blanks. Abbreviations like "N.A." etc., shall not be used, instead, to be given in expanded form. Clauses against which specific confirmation is not furnished shall be considered as bidder accepting FACT terms of enquiry.

Sl.No	Terms	Bidder Confirmation
1	VALIDITY OF OFFER (Offer should be valid for 3 months from the enquiry due date)	
2	RATE – Rates shall be firm during the period of contract and no escalation for whatsoever reasons will be allowed. The rates shall be exclusive of GST. The contractor to be liable for all taxes. The rates specified in the tender shall be inclusive of all taxes and duties, toll charges, handling charges etc, but exclusive of GST.	
3	INSURANCE: Insurance coverage for contractor's belongings/crew shall be arranged by him at his own expense/responsibility.	
4	Valid License of CHA (enclose copy of license)	
5	SECURITY DEPOSIT (Applicable @3% of total contract value)	
6	EVALUATION OF BIDS: The bidder shall quote his lowest rate. The contract shall be awarded who has quoted the lowest rate among the acceptable bids. In case more than one bidder becomes L1 any particular item or items, contract will be finalised based on revised lower rates which will be obtained from the L1 bidders	
7	MICRO, SMALL OR MEDIUM ENTERPRISES	

7.1	In case the supplier is registered as Micro, Small or Medium Enterprise under the 'Micro, Small and Medium Enterprises Development (MSMED) Act 2006', please indicate the relevant category and also specify whether the firm is owned by SC / ST / women entrepreneurs. Valid documentary	
7.2	Declaration of Udyam Registration Numbers in the CPP Portal is required for availing MSME benefits under PP Policy for MSEs, for tenders Invited through CPP Portal. Confirm whether Udyam Registration Numbers is declared in the CPP Portal.	
8	<p>Payment:</p> <p>Payments shall be made within 30 days of submission of bills after deduction of(1) amounts due from them to FACT on any account either connected with this work or any other transaction with the company (2) statutory levies as applicable, Income Tax etc. if any(3) any other amount due from 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 <u>difference without delay</u></p>	
9	Address to which PO is to be placed:	

We certify that we have read, understood and accepted all the terms and conditions of Enquiry No. dt. attached except for deviations, if any, indicated above.

Date:

Name, Seal, Signature of Bidder.

ANNEXURE –VII
COMPLIANCE STATEMENT

We state that Enquiry No. MM/190/CF/2022 dtd. 06/09/2022 is in full compliance with the documents issued against the Enquiry No: MM/190/CF/2022 dtd. 06/09/2022 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.

We also confirm that we shall not act as C&F agent or on behalf of the sellers / shipping companies/ Insurance Agencies/ any others for the consignment covered by FACTs contract

We confirm that we are a Licensed C&F agent with License No.

Dated issued by the
(authority).

Copy of the License is enclosed: Yes / No

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:**Ref: Enquiry No : MM/190/CF/2022 dtd. 06/09/2022**

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. Tamilnadu Merchantile Bank Ltd.,

6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnataka 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 –IX**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 unconditionally and irrevocably undertake to pay the amount upon first written demand from the company without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demands. Any such demand made by the company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place: Full address of the Branch issuing this guarantee:

ANNEXURE X**PROFORMA FOR AGREEMENT (TO BE OBTAINED ON STAMP PAPER WORTH Rs.500/-)**

ARTICLES OF AGREEMENT made this day the...-2022, 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...-2022 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...-2022 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 Deputy General Manager (Raw Materials) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

In the presence of witnesses:

- 1.
- 2.

For and on behalf of the Company.

In the presence of witnesses:

- 1.
- 2.

Designation:

FACT CORPORATE
MATERIALS.

C&F AGENT

DOC. NO. MM/190/CF/2022
dated 06-09-2022

RAW MATERIALS

FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED



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