

FACT CORPORATE MATERIALS	TRANSPORTATION OF PHOSPHORIC ACID SOLUTION (27% P2O5) FROM RCF, TROMBAY TO FACT-CD, AMBALAMEDU	Enq.No: MM/181/E33483 dated 08.05.2026
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**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD
(A Government of India Enterprise)**

NOTICE INVITING e-TENDERS


Online bids (two part) are invited from experienced and financially sound contractors for undertaking the work of Transportation of Phosphoric acid solution (27% P2O5) from RCF, Trombay, Mumbai to FACT-CD, Ambalamedu for a period of one year, through <https://eprocure.gov.in> portal. The details of work are described in the Scope of Work (**Annexure-V**) attached. The bidders may also refer the Instructions to Bidders (**Annexure-I**), Standard Terms and Conditions of Contract (**Annexure-VI**) and Special Terms & Conditions of Contract (**Annexure-V**) applicable for the proposed contract.

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

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

1.0 General Information

Enquiry No.	MM/181/E33483 dated 08.05.2026
Mode of Tendering	TWO PART Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid (BOQ)
Due date & time for Submission of bids	23.05.2026 / 03:00 P.M.
Date & Time for opening of Part A of the Bid.	25.05.2026 / 03:30 P.M.
*Pre bid meeting	Pre bid meeting will be held at 2:00 PM on 15.05.2026 at FACT Corporate Materials Department.
Name of Work/Description	Transportation of Phosphoric acid solution (27% P2O5) from RCF, Trombay, Mumbai to FACT-CD, Ambalamedu for a period of 1 year.
EMD	Rs. 1 Lakh, as per clause 7.0 of Instructions to Bidders
Security Deposit	5% of the total contract value
Period of contract	1 YEAR the date of commencement of work as per LOI/Work order.
Contacts for tender details	1) Mr. Aneeshya Venugopal , Tel: +91 484 256 8273, e-mail: aneeshya@factltd.com 2) Mr. Jayakumar P Tel: +91 484 256 8345, e-mail: jayakumarp@factltd.com
Contact for e-Tender helpline	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email: ajinoanandh@gmail.com

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* **Pre-bid meeting:** Pre bid meeting will be held at 2:00 PM on 15.05.2026 at FACT Corporate Materials Department in the Conference Hall, FACT-PD Administration Building, Udyogamandal, Ernakulam – 683501. Interested bidders shall confirm their participation for pre-bid meeting well in advance and may submit the Pre bid queries at least 3 days prior to the Pre-bid meeting. Pre bid queries, if any, shall be sent by email to aneeshya@factltd.com.

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

3.0 EVALUATION OF BIDS:

- 3.1 Bids will be evaluated based on the pre-qualification criteria and other requirements stipulated in the tender enquiry.
- 3.2 Bidders shall quote for the item of work in the Price Bid Format (Annexure-VIII). Bids not complying with the above will not be considered.
- 3.3 Evaluation of bids and determination of the L1 bidder shall be based on the lowest rate quoted by the bidder in the Price Bid Format.
- 3.4 If there is a tie in the L1 position for the work, the tie shall be broken by obtaining revised reduced rates from the L1 bidders.


4.0 SPLITTING OF QUANTITY:

Considering the nature of work and to have flexibility in movement operations, FACT proposes to engage more than one contractor for the work as per this enquiry. The work shall be split among more than one bidder, even if the L1 bidder is having full capacity movement requirement for the work.

If a non MSE bidder becomes lowest (L1), then 25% of total order quantity shall be allocated to the lowest quoted MSE bidder as per the clause 8.0 of Instruction to Bidders, based on matching with L1 quoted rate.

For the balance quantity, the lowest bidder (L1) and the second lowest bidder (L2) will be awarded order in the percentage ratio of 70:30 of the balance quantity subject to matching with the L1 rate.

If MSE bidder becomes lowest bidder (L1), 70% of the work will be awarded and in this case the preference to MSE bidder as per the clause 8.0 of Instruction to Bidders will not be applicable. Balance 30% of the work will be awarded to next lowest bidder subject to matching with the L1 rate.

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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 qualify the PQ criteria until 2 bidders are shortlisted for placing of orders. In case L2, L3 etc. do not match with the L1 rate, order may be given to L1 for the full quantity (100%).

In case more than one bidder becomes L1, the tie shall be broken by obtaining revised reduced rates in sealed covers from the L1 bidders and the revised reduced L1 rate obtained thereafter shall be applicable for matching and splitting purposes as detailed above.

In case more than one bidder becomes L1 even after obtaining revised rates as above, then the total quantity will be split equally between the L1 bidders. FACT's decision on the above shall be final and binding on the bidders.

Note:

The average/maximum quantity of Phosphoric acid solution (approx. 27% P2O5) to be evacuated from RCF and transported per day should be around 300 MT and the total quantity is 1,11,110 MT for the period of 1 year.

The splitting of the average/maximum quantity of 300 MT per day shall be made in the ratio as above. Bidders shall place sufficient number of suitable containers/tankers per day for transporting the allotted quantity as above.


FACT's decision on the splitting of order quantities shall be final and binding on the bidders. Tendered quantity shall be split between the bidders only after considering the benefits applicable to the MSE bidders. Any further quantity amendment will be made under FACT's discretion only.

5.0 DISQUALIFICATION

FACT reserves the right to disqualify the bidder and to reject his bid, in case he is a defaulting contractor at FACT / other PSEs / Govt. Departments or against whom any criminal case, departmental enquiry or vigilance investigation/report is pending.

6.0 GENERAL

6.1 When bids are received from any proprietorship / firm / company having the

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same proprietor or one or more partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of such Common Firm shall only be considered for evaluation.

- 6.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 6.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive
- 6.4 Integrity Pact: The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and Fertilisers and Travancore Ltd. along with the bid as per Annexure-XI. IP shall be implemented through the following Independent External Monitors (IEM) for the bid. **(Stamp paper not required)**

1. Shri. Pradeep Kumar Jajoria,
Email: pkjajoria@yahoo.com

2. Shri. Arvind Kumar Arora,
Email: arvindarora333@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 The Assistant General Manager (Materials)T&S, Corporate Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam-683501.

Note 2: In case bidders require any clarification pertaining to the tender please contact the officers at 6.5 & 6.6 below. **“Kindly note that the Independent External Monitor shall not be contacted for clarifications regarding the tenders.”**

- 6.5 Any information on site familiarization / nature of work, if required by the bidders, can be had from Sr. Manager Production [NP] FACT-CD (Phone- 0484 2723645) or any officer authorised by him.
- 6.6 For any clarification on this enquiry please contact Asst. General Manager (Materials), [Phone- 0484-2568345] or Asst. Manager-Materials,T&S [Phone No.0484-256 8273], CORPORATE MATERIALS, FACT Ltd., FACT PD Administration Building, Udyogamandal PIN-683 501.

For The Fertilisers and Chemicals Travancore Limited

ASST. GENERAL MANAGER (MATERIALS)

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List of Enclosures of this NIT is as follows:

S.No	Document	TITLE	No. of Pages
1	Annexure I	Instructions to Bidders (e-Tender)	10
2	Annexure II	Pre-Qualification Criteria for bidders	2
3	Annexure III	Vendor data updation (Declaration)	4
4	Annexure IV	Compliance Statement	1
5	Annexure V	Special Terms & Conditions of	9
6	Annexure VI	Standard Terms and Conditions of	8
7	Annexure VII	Un-priced copy of Price bid format	1
8	Annexure VIII	Price bid format (BoQ)	Separate Excel Sheet
9	Annexure IX	Proforma of Bank Guarantee for	2
10	Annexure X	Proforma of Agreement	1
11	Annexure XI	Integrity Pact	5

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ANNEXURE-I

Instructions to Bidders (OPEN e-Procurement)


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

- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.

- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.

- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.

- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.

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

The Asst. General Manager,
Corporate Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala

4.0 SUBMISSION OF BIDS:


The bid shall be uploaded with all relevant documents, before due date and time in the above portal as given above.

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

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

1. Documentary proof for remittance of EMD such as scanned copy of EMD instrument (UTR No./Payment receipt challan) as applicable or Claim for EMD exemption with documentary proof.
2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria. Also pl. see 3.2 & 3.3 above.
3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
6. Scanned copy of Signed & duly filled 'Compliance Statement'
7. Scanned copy of Signed Un-priced bid indicating "QUOTED" or "Y" in the applicable columns as prescribed in the Un-priced bid format. Quoted Rates or percentages shall not be indicated in Un-priced Bid.
8. Scanned copy of Integrity Pact (only if specified in the NIT). Pl. see 3.2 & 3.3 above.

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


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- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ **either in value or as a percentage as specified in the BoQ**. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Quoted Rates/Rates computed from percentage quoted will have the same unit of measure as per the BOQ for each item.
- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non-submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

- 6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be

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opened online on a subsequent date, on completion of evaluation.

7.0 EARNEST MONEY DEPOSIT:

7.1 **Earnest Money Deposit (EMD)** –shall be remitted online, for the respective amount indicated in the NIT, through ‘State Bank Collect’ portal using the link given below.

[https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)

The link is also available on our website www.fact.co.in under the Tenders tab as 'EMD/Security Deposit Payment.'

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through ‘State Bank Collect’ portal. The payment receipt generated thereon shall be uploaded/ submitted along with with Part-A bid.

7.2 EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.


Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.
Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank: State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala.

7.3 Alternatively, EMD remittance can also be made through the “[Payment Gateway for direct remittances](#)” available in our website.

Bids without EMD or inadequate amount of EMD will be rejected. No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.

7.4 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts/firms, public sector units, Micro and Small Enterprises (MSE units) registered under MSME Act (subject to uploading the copy of latest valid Udyam Registration Certificate along with their bid)/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

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7.5 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, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises (MSE), including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. 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 at least 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.


The tender is divisible.

9.0 DEVIATIONS:

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

10.0 CONFORMITY:

Bids must conform in all respects with the applicable terms and conditions of this

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enquiry. Bidder must certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

11.0 RATES:

11.1 Bidder shall quote his lowest rate for the work strictly as per the price breakup format. Bids not complying with the above are liable to be rejected.

11.2 Bidder shall quote all-inclusive rate for the work. The rate per unit applicable for each item of work exclusive of applicable GST (Rs/unit) and the Total Amount excluding GST shall be indicated in the price break up format for the work as per this tender. GST, if applicable as per statutory provisions, shall be mentioned separately in the designated field of the price breakup format. The total amount including GST shall likewise be indicated in the relevant field. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly. In the case of Purchase /Work Orders, payment towards GST portion shall be released only after uploading of invoice details by the supplier/service provider and the same is reflected in GSTR2B. In case the applicability of GST is not quoted explicitly in the offer by the bidder, the offer will be considered as inclusive of all liabilities of GST. FACT will not entertain any future claim in respect of GST against such offers.

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Eligibility-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/ revises/ revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other right to claim damages.


12.0 SECURITY DEPOSIT:

Please refer clause 2 of 'Standard Terms and Conditions of Contract' attached.

No relaxation/exemption will be given for submission of Security Deposit.

13.0 PURCHASER'S RIGHT:

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

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decision in this regard shall be final and binding on the bidders. FACT reserves the right to negotiate with the lowest bidder.

14.0 CONTRACTOR TO EXECUTE AGREEMENT:

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

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

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

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


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

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

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
- 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

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monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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

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

16.0 GENERAL:

16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.


16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.

16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.

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

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

16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst. General Manager (Materials)-T&S, Corporate Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 0484-2568345; Email: jayakumarp@factltd.com.

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

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

17.0 TENDER UPDATES:

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

18.0 FRAUD PREVENION POLICY:

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

19.0 MAKE IN INDIA


19.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

19.2 For the purpose of extending purchase preference as in Cl. 19.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

19.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

19.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 19.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.


19.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable,

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that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

ASST. GENERAL MANAGER (MATERIALS)-T&S

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ANNEXURE-II


Pre-Qualification Criteria for bidders

No	Conditions	Documents Required
1	The bidder should have successfully completed transportation order(s) for liquid cargo such as acids, chemicals, petrochemicals, petroleum products in tanker lorries/containers in case of sea transport during the last 7 years ending on the date of enquiry 1. One order with quantity not less than 22,500 MT. OR 2. Two orders with quantity not less than 14,000 MT each. OR 3. Three orders with quantity not less than 11,000 MT each.	Copies of work order(s) along with respective completion certificate from client(s) to prove successful completion of work. Completion certificate shall include total transported quantity, period of operation, completion date and performance of contractor.
2	Bidder must have an office with communication facilities in Kochi or be willing to open one immediately on award of contract. An office must have a responsible person with sufficient authority to coordinate day-to-day activities with FACT round the clock	A. Details of office address & contact person B. If the bidder is not having the same at the time of submitting the offer, they shall submit an affidavit that they are willing to open the local office at Ernakulam District within 15 days of the award of the work order
3.	The bidder should have the capacity of minimum 10 numbers of MS rubber lines or SS tankers or containers in case of sea transport not older than 15 years so as to lift 300 MT per day of Phosphoric acid solution from M/s RCF	Bidder shall submit duly signed self-declaration
4	Bidder shall furnish a Solvency Certificate (original or copy duly attested by a Notary) for a minimum of Rs. 2 Crore from a Nationalized/ Scheduled Bank along with Part-A (Techno commercial) Bid. The Solvency Certificate shall be dated within three months prior to the date of enquiry or on any date subsequent to the enquiry.	

Note:

- All relevant documents for satisfying the pre-qualification criteria shall be enclosed in the techno-commercial bid, without which the offer is liable to be rejected without seeking further clarifications.
- FACT shall have the liberty to verify the documents/data submitted by the contractor as proof for meeting the pre-qualification from the clients of required.
- The offers of such bidders who meet PQ Criteria shall only be considered for technical evaluation and opening of price bids. Offers received without supporting documents or with incomplete form / documents are liable to be rejected. Vendor shall produce the originals of the PQ documents as and when it is requested.

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

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ANNEXURE-III

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

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


1. Name of the Bidder:
2. Address of the Bidder:

Telephone/Mobile No:

E-mail ID:
3. Address of Cochin Office:

Telephone No.
E-mail ID
4. Name of Contact Person with whom FACT may correspond
Telephone No:
E-mail ID:
5. Name of the person authorised to sign the Bid and related documents :
6. Date of Registration of the Firm :
(Attach copy of Registration Certificate)
7. Constitution of the Bidder : Proprietorship/
(Strike out which is not applicable) Regd. Partnership/
Limited Company
8. Name and address of proprietor 1.
/Partners/Directors 2.
3.
9. Category:
i) * Whether the entrepreneur comes under the following status (please tick):

Micro / Small / medium

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


- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. (please tick) : SC / ST
- iii) Enclose copy of the MSME Registration Certificate.
10. Name / address of the Bank with which bidder has dealings.
11. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's authorisation letter:

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

12. Details of MS rubber lined or SS tanker lorries/ containers in case of sea transport not older than 15 years owned / under control-with Reg. Nos., Model and capacity so as to lift 300 MT per day of Phosphoric acid solution from M/s RCF, for reference.

(i) **Owned in the name of Proprietor / Company/ Partners:**

S.No.	Reg. No. and date of MS rubber lined or SS Tankers /containers	Model	Material of tanker/container	Carrying capacity of the tanker/container (MT)
1				
2				

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3				
4				
5				
6				
7				
8				
9				
10				

(ii) **Taken on Lease and offered for FACT's work**

S.No	Reg. No. and date of MS rubber lined or SS Tankers /containers	Model	Material of tanker/container	Carrying Capacity of the tanker/container (MT)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

13. Have you ever been blacklisted by Government: **YES/NO**
 Department, Public Sector, Quasi Government Undertaking

14. Any criminal cases pending against you / firm: **YES/NO**

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15. **The number of containers/tankers to be deployed per day so as to lift 300 MT/day of phosphoric acid solution from M/s RCF.**

(i) **The number of containers per day –**

The number of containers per week –

OR

(ii) **The number of Tankers per day –**

The number of Tankers per week –

16. Following documents shall also be enclosed:

1. Copy of “Permanent Account Number” (PAN) Card.
2. Copy of GST Registration Certificate.
3. Copy of document for proof of constitution of your firm
4. Solvency Certificate as per Pre-Qualification Requirement.
5. Integrity Pact as per NIT.

DECLARATION

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


Signature of the Bidder:

Place:

Date:

Name of the Bidder:

(Seal)

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ANNEXURE- IV

COMPLIANCE STATEMENT


We state that offer is in full compliance with the documents issued against the Enquiry No: MM/181/E33483 dated 08.05.2026 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Scope of Work and Terms and Conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

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ANNEXURE – V

Special Terms and Conditions of Contract

Scope of Work :


Transportation of Phosphoric acid solution (approx. 27% P2O5) from M/s RCFL, Mumbai to FACT Cochin Division, Ambalamedu in suitable MS Rubber lined / SS truck tankers / Container is required. Considering the transit time and the quantity required per day truck tankers with higher capacity are preferred. However, in case of any restriction in capacity of truck tanker at loading / unloading points, trucks with lesser capacity can be considered. Approx. 1,11,110 MT of Phosphoric acid solution (30000 MT of 100% P2O5) has to be transported from M/s RCFL, Mumbai to FACT Cochin Division, Ambalamedu in 12 months.

The bidder shall familiarize himself, before submitting the bid, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at loading and unloading points, inspect the road route and satisfy himself on all aspects relating to this work which he has to execute and make provisions in his rates for any contingency or difficulty involved in the work covered by the tender. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, if the contract is awarded to him.

The bidder should comply with all the safety norms for the transportation of Phosphoric acid moving through different Districts/States. Rules of Motor Vehicle departments and Factories & Boilers of concerned State Governments are to be complied. In case of brake down of trucks during transit the transporter has to arrange alternatives for the safe transfer of the material to another suitable tanker truck and thus the transit process to be completed. Safe transportation of the material is the responsibility of the bidder. The requirements such as a) Driver Management and b) Tanker Management should be ensured.

Quantity:

The estimated total quantity of Phosphoric acid to be transported is 1,11,110 MT of Phosphoric acid solution (30000 MT of 100% P2O5) in 12 months. The average/maximum quantity to be moved per day will be about 300 MT (75 - 80 MT of 100% P2O5). The above quantity is only approximate indications and the daily / total quantity is liable to vary either way depending on the availability of material, storage capacity available, Plant requirements and performance of equipment at loading and unloading points. The contractor shall be liable to carry out the work as per actual requirement of FACT from time to time. The Contractor has no right to claim loss/loss of profit on account of reduction-in revenue arising out of variation in quantity made available for transport.


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- Period of contract: 12 months from the date of commencement of work as per Letter of Intent / Work order.
- Loading point : M/s RCFL, Mumbai
- Unloading point: M/s FACT LTD, Cochin Division, Ambalamedu
- Approx avg. Distance : 1400 Kms
- Transit period shall be follows
 - (a) Road transportation transit period shall be 5-7 days.
 - (b) Multi-mode transportation transit period shall be 15-20 days

Special terms and conditions:-

1. This contract to transport phosphoric acid solution from RCF, Trombay to FACT, Kochi envisages movement of cargo either by using tanker trucks to transport the material from the source to the destination, or using containerized tanker trucks from the source, movement through sea and using containerized tanker trucks from nearest Port to the destination.
2. The contractor shall lift an average/maximum quantity of 300 MT phosphoric acid solution from RCF Trombay daily.
3. The Contractor shall make available the required number of truck tankers / Containers which shall not be older than 15 years to transport upto 300 MT per day of solution (or as specified in the work order) from M/s RCFL, Mumbai to FACT Cochin Division. The contractor shall ensure that the dimensions of truck tankers suits to the actual unloading site conditions at FACT Cochin Division.
4. The Contractor shall be responsible for all repairs/replacements/maintenance of their tankers and accessories. The tankers should be complete with all safety as well as operational accessories including transfer hoses with approximate length of 3 m.
5. 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.
6. Drivers with valid driving license, hazardous chemical transport license and in sound health conditions shall be deployed. Cleaner/helper shall always carry their valid identity proof.
7. All truck tankers shall have 2 crew members for transportation i.e. one driver and one helper or preferably two drivers.


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8. The transporter must share the transit details of trucks to SMP(NP)-CD on a daily basis.

9. Safety Requirements:

- a. All vehicles shall be equipped with necessary first-aid, PPEs, tool box, fire extinguishers etc. as necessary to mitigate any accident. Vehicles sent for carrying FACT products/raw materials shall contain the following safety items.
- b. PVC or rubber gloves, face shields, PVC suit, gumboots, safety torch, safety goggles, aprons, sealing compound, wooden plugs, shovel, first-aid box with medicines, tool box with adequate quantity of tools in good working condition, fire extinguisher of adequate type and capacity.
- c. Emergency Preparedness Plan by transporter:
 - i. Being the custodian of the material during transportation, transporter shall take the lead role in emergency mitigation.
 - ii. As soon as a road accident occurs to any of the vehicles, the driver shall report the incident to the nearest local authorities (Police station, fire and rescue department etc.) followed by transporter. In case of leakage, it should be contained by bunding with sand or earth and to ensure that the nearby water sources are not affected/contaminated. The transporter shall also inform the matter to FACT. As soon as the details of the accident are communicated to all concerned, transporter/representatives shall rush to the accident site with emergency kit and take necessary actions.
 - iii. Any accident, fire or explosion occurring in the road tanker while carrying the material, which is attended with loss of human life or serious injury to person or property, should be immediately reported to the nearest Magistrate or Police Station having jurisdiction.
 - iv. Driver of the truck transporting hazardous goods shall observe at all times all the precautions necessary, for preventing fire, explosion while the tanker is in motion and when it is not being driven. He shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of 18 years.
 - v. The Transporter shall maintain adequate emergency facility/arrangement to transfer chemicals from leaky tanker to standby tanker. Emergency kit will contain the following:- a) Compact liquid fuel generator cum pump system b) Chains and slings for lifting c) Hoses, reducers, nuts and bolts and gasket s d) Spanners and

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other tools e) Safety torch f) Gum boots, safety goggles, face shield, PVC suit, gloves etc. g) Leak sealing compound h) Hand pump with hose and hose clamps i) Metallic buckets j) First aid kit k) road barricades/reflective indicators for ongoing traffic.

vi. Transporter should have sufficient resources and contacts to meet any road accident emergencies. Transporter must have contact details of crane operators and empty tanker providers to ensure quick action in case of an emergency en-route.

vii. Transporter shall ensure that the driver receives adequate instruction and training to enable him to understand the nature of the damages to which the chemical being transported might give rise and the emergency action he should take and his duties under the regulations.

d. The vehicles carrying FACT materials shall possess valid Hazardous goods carrying Permit, Certificate of R.T.O fitness, Road Tax, Public liability insurance, PUC etc. Safety audit may be conducted by FACT safety department intermittently for assuring the fitness/validity of documents/certificates as mentioned above. In case of failure in producing the documents/ expiry of validity FACT shall take proper action against the transporter.

e. Drivers and cleaners will follow all relevant safety instructions when they are within FACT premises and during loading, unloading operation and transit.


f. The driver of the truck shall have adequate knowledge in handling emergency situation during transit and shall undergo periodic training conducted by Transporter as well as FACT.

g. It shall be ensured by transporter that the drivers carry Trem Card/Material Safety Data Sheet, Emergency Action Procedure and Emergency information panel (EIP) Stickers on trucks.

h. Truck drivers will strictly follow all safety rules and regulations inside FACT premises with respect to speed limit, overtaking, parking of vehicles, availability of driver with parked/connected trucks. Also, all truck drivers shall be instructed by transporter to drive the vehicles slowly, maintain speed limits and avoid overtaking on National Highways.

i. No driver shall use any restricted items i.e. mobile phones, flammable items, alcohol, smoking etc. in the FACT premise. Strict action will be taken by FACT if found using any of the restricted items.

j. Drivers/cleaners shall not roam around factory premises leaving the vehicle unattended. Drivers and cleaners shall not carry unauthorized passengers and also food stuffs/vegetables in the same truck carrying FACT products / raw materials.

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k. The transporter shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to drivers carrying hazardous chemicals. The transporter shall employ only drivers with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.

l. The transporter shall contact FACT Safety Department officials for any further clarification pertaining to safety, health and environment for products handled by him. The requirements such as a) Driver Management and b) Tanker Management shall be strictly followed by transporters drivers:

i. Driver Management: Fully trained drivers and assistants with all the legal requirements only shall be engaged for the transportation activities. Each Tanker must have two drivers preferably or one driver and one helper. The drivers/helper shall be sound enough of safety requirements.

ii. Tanker Management: The Tankers should comply with all the statutory requirements. Outer body (three sides) of the tanker must contain details about Phosphoric acid and full contact details of the person to be contacted in case of an emergency. Two fire extinguishers must be there in the cabin with proper month wise check list. Tanker/Tyre condition to be ensured before every loading operation. All Tankers must have in-vehicle monitoring/GPS system and common login credentials should be shared with FACT officials.


m. Night driving should be either prohibited or restrict to minimum as per the rules prevailing by the local administration en-route.

n. The vehicle should be in good working condition with special reference to the following: -

- i. Good quality painting and metal work
- ii. Tires and Stepney condition
- iii. Correct emergency information panel (EIP), UN Hazard class symbols, TREM card mentioning the details in Malayalam, Hindi and English.
- iv. Good quality of compartment valves and master shut off valve
- v. Wiper, head lights, signal lights, bumper, mud guards etc.
- vi. Horn and reverse horn, brake, rear view mirror, brake lights, tyre wheel nut, wheel chokes, oil and oil pressure, brake pressure, all electrical wiring and switches, chassis suspension, brake air reserve tank, foot brake and hand brake, clutch travel etc.

10.The transporter must ensure the availability of a flexible hose (approx. 3 m) in every truck suitable to the tanker nozzle, for unloading the acid.

11.Transporter shall strictly abide and obey all relevant points Central Motor Vehicles Rules 1989 (Rule 129 to 137).

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12.All vehicles will be subjected to security checks at various locations inside FACT premises and drivers shall be instructed to co-operate with CISF security staff.

13.FACT team shall send drivers and cleaners for training to FACT as and when it is arranged.

14. The driver of the tanker transporting hazardous goods, shall ensure that the information given to him by the consignor in writing is kept in the driver's cabin and is available at all time while the hazardous goods to which it relates are being transported.

15. The transporter shall ensure that the driver is fully aware of the relevant information about the hazardous goods being transported and satisfy himself that such driver has sufficient understanding of the nature of goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.

16.The road tanker will not be filled or unloaded except in a place approved for the purpose i.e. RCFL loading point and FACT Cochin Division. The unloading/loading at unauthorized location in truck tankers is only permissible during any emergency/leakage and in concurrence with FACT officials.

17.The transit insurance for the cargo (material) will be under the scope of FACT.


18.Each tanker/container shall be labeled with IMDG stickers during transportation. Transporter shall arrange IMDG stickers (format will be provided by FACT) and label them properly in each tanker/container.

19. PLACEMENT OF ROAD TANKERS:

- a. Road tankers shall be placed in sufficient numbers as required by FACT.
- b. The product shall be uplifted from supply source as required by FACT.
- c. The tanker crew deployed in the road tankers shall be conversant with the hazards of the material (Phosphoric acid) and shall be trained and licensed as per relevant acts.
- d.The tankers engaged shall be fit for carrying Phosphoric acid.

20.VOLUME OF WORK: No guarantee can be given by FACT for any definite volume of work. The indications of quantities to be transported are purely tentative, without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than the estimated quantities.

21.TRANSIT LOSS: The maximum Transit Loss allowable per trip for the transportation of Phosphoric acid from M/s RCFL to FACT Cochin Division shall be 0.5%. Recoveries will be made from the bills at the applicable rate (phosphoric acid

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cost charged by M/s RCFL to M/s FACT as per the invoice) for full quantity of shortage, if shortage exceeds the allowable limit.

22.DEFICIT OF SERVICES: The contractor shall lift a minimum of 300MT Phosphoric acid solution from RCF Trombay daily. In case the contractor fails to lift the quantity requested by FACT on daily basis from RCF (as per availability of stock), FACT shall have the option to impose a penalty of Rs.600 /- per MT for the shortfall in quantity.

23.DUTIES AND RESPONSIBILITIES OF THE TRANSPORTER

a). The transporter shall place road tankers with valid permits from the authorities concerned and with emergency information panels required as per Motor Vehicles Act and fit in all respects for transporting Phosphoric acid.

b).The tankers placed by the transporter for Phosphoric acid transportation should be dedicated for the purpose of transporting particular material only. The transporter shall submit the list of dedicated truck tankers, details, necessary certificates, licenses etc. to FACT officials for generating the authorization letter.

c).After loading, truck shall be properly sealed with tamper proof seals.

d).The transporter shall report to FACT, SMP(NP)-CD (0484 2723645) in case of any accident/damage to the goods and vehicle, immediately.


e).The transporter shall be solely responsible for any loss caused to FACT due to contamination or shortages of products, malpractices or negligence committed by the vehicle crew and the same will have to be made good along with the penalties as deem fit by FACT, by the transporter. Any decision of the company about contamination/ shortages of products negligence or malpractices of the crew is final and binding on the transporter.

f).The unloading of materials at FACT - CD will be under the scope of Contractor.

24.DETENTION CHARGES: Every effort will be taken by the Company to unload the materials within a reasonable time. However, no detention charges will be payable in case of any delay for reasons beyond the control of the Company.

25.After getting the work order, the transporter shall immediately produce the following mentioned documents to FACT for all allocated owned/leased trucks for Phosphoric acid transportation

- a) Lease agreements (for leased vehicles). In case of lease, lease agreement in original on Rs.200/- stamp paper shall be enclosed.

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- b) Valid public liability insurance (timely renewal of the insurance policy shall be ensured by the transporter).
- c) Registration Certificate.
- d) Permit, Insurance, Fitness, Hazardous Chemicals carriage License etc.

26. Tankers placed by transporter should have valid Public Liability Insurance Policy under Public Liability Insurance Act 1991 in which contribution to Environment Relief Fund (ERF) is clearly mentioned.


27. The transporter shall comply with all rules and regulations for road transport and or shipping, if applicable.

28. Payment Terms :

- a. Each truck/ container weighment will be taken at FACT- CD weighbridge. For raising invoices / billing by contractor, the weighment at RCF loading point and weighment at FACT unloading point, whichever is lower is to be taken.
- b. Payment shall be effected, on presentation of the bills to the Senior Manager (Fin)- Bills duly certified by the authorized person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay. The frequency of payment shall be fortnightly.

29. MSDS of 27% P2o5 is attached as Annexure A

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

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MATERIAL SAFETY DATA SHEET

1. IDENTIFICATION OF THE MATERIAL

Trade name : Phosphoric Acid
 Chemical Name : Phosphoric Acid
 Synonyms : Orthophosphoric Acid, Monophosphoric acid
 Manufacturer : Rashtriya Chemicals & Fertilizers Ltd.

2. HAZARD IDENTIFICATION

Appearance & Odor : Clear, colorless, syrupy liquid with no odour.
 Safety Information
 Health Effects : Corrosive liquid causes eye and skin burns.
 Physical & Chemical : Forms flammable & Explosive hydrogen through corrosion of metals Hazards At high temperature.
 Specific Hazards : Corrosive causes eye and skin burns.

3. COMPOSITION/ INFORMATION ON INGREDIENTS

INGREDIENTS

CAS NO. : 7664-38-2


H S Code : 2809 20 01

UN Code : UN 1805

Composition: Phosphoric acid – 27 %

4. FIRST AID MEASURES

General Advice : Take off immediately all contaminated clothing (Including Shoes)
 Inhalation : Move to fresh air. If required, provide oxygen or artificial respiration.
 Skin contact : Wash immediately, abundantly & thoroughly with water. If possible rinse with bicarbonate solution.
 Eye contact : Wash immediately & abundantly with water for at least 15 minutes. Consult an ophthalmologist immediately.
 After swallowing : Do not induce vomiting, rinse mouth and lips with plenty of water if the subject is conscious, then hospitalize immediately. Never give anything in mouth to an unconscious person.

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5. FIRE FIGHTING MEASURES

Suitable Extinguishing media: In case of Fire nearby use dry Powder, Foam, Carbon dioxide (CO2) media

Special hazards : Non-flammable product. Forms flammable and explosive hydrogen through corrosion of Metals.

Temperature above 2000 °C : Formation of Polyphosphoric Acid (Dehydration)

At High Temperature : Thermal decomposition giving corrosive products Phosphorus Oxides.

Specific Method

In case of Fire : Remove exposed containers. Cool containers with water spray.

Special Protective Equipment

for Firefighters : In case of Fire, wear a self-contained breathing apparatus and Acid resistant cloth.

6. ACCIDENTAL RELEASE MEASURES

Personal Protection : Avoid contact with skin and eyes and inhalation of hot vapours.

Environmental protection : Do not allow material to be released to the environment. Do not let the product enter into drains. Contain by damming.

Methods for cleaning up


Recovery : Pump into an inert labeled emergency container. Clean up puddle of Product immediately. Dilute the puddles with water & recover it.

Neutralization : Neutralize with an alkaline carbonate or neutralize with slaked lime (Filter the salt obtained –neutralize the liquid)

7. HANDLING AND STORAGE

STORAGE :

Two Phosphoric acid dispatch tanks of capacities each of 185 m³ at PA plant for dispatching acids through tankers.

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HANDLING :

The storage tanks having piping for receiving phosphoric acid from Phosphoric Acid plant. A dyke wall is provided for containment during emergency situations.

TRANSPORTATION:

Transportation of Phosphoric acid is done by Tanker. Storage & handling precautions applicable to products: Corrosive and ensure appropriate exhaust & ventilation at machinery. Provide showers, eye baths.

Safe handling advice: Avoid splashing when handling. Do not pour water

8. EXPOSURE CONTROL PERSONAL PROTECTION

OCCUPATIONAL EXPOSURE LIMIT: IDLH: 250 PPM, STEL: 3 mg/m³

PROTECTION

Protective Provisions : Ensure sufficient air exchange and/ or exhaust in working areas

Personal Protective Equipment

Respiratory protection : In case of insufficient ventilation, wear suitable respiratory equipment

Hand protection : Gloves

Eye protection : Safety glasses / goggles. Face mask (in case of spattering)

Skin & body protection : Protective clothing , Non-skid boots (Butyl rubber-chlorinated polyethylene-Neoprene-Polyvinyl

Specific hygienic Measures : Avoid contact with skin and eyes and inhalation of hot vapours.

9. PHYSICAL AND CHEMICAL PROPERTIES IDENTIFICATION OF THE MATERIAL

PROPERTIES

Physical State (20° C) : Liquid (viscous)

Colour : Brownish liquid

Specific gravity : 1.27-1.28


Solubility in Water : at 20 ° C Completely soluble

Solvents : Soluble in Alcohols

10. STABILITY AND REACTIVITY

Conditions to avoid : Store protected from moisture & heat

Materials to avoid : Bases, Quicklime: Exothermic reaction-Violent reaction

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Alcohols- ketones -Amines: Exothermic reaction
 Water - Very exothermic reaction & possibility of spitting
 Nitrates-Chlorates – Calcium Carb Explosive
 reaction(Flammability) Metals – finely divided metals

11. TOXICOLOGICAL INFORMATION

Acute toxicity : May be harmful by inhalation, ingestion, or skin absorption. Material is destructive to tissue of the mucous membranes and upper respiratory tract eyes and skin.

Inhalation : Inhalation may result in spasm, inflammation and edema of the larynx and bronchi, chemical pneumonitis and pulmonary edema. Symptoms of exposure may include burning sensation, coughing, wheezing, laryngitis, shortness of breath, headache, nausea and vomiting.

Chronic Effects : Target Organ(S): Liver, Blood, Bone Marrow

12. ECOLOGICAL INFORMTION


Phosphoric Acid is practically toxic to fresh water fish.

13. DISPOSAL METHODS

Recommendation : Dilute cautiously with water and then process. Neutralize with an alkaline carbonate or Neutralize with slaked lime (Filter the salt obtained- Neutralize the liquid)
 Disposal must be made according to PCB guidelines

14. TRANSPORT INFORMATION

UN number : UN 1805
 Description of goods : Phosphoric Acid
 ADR/RID/IMOC class : 8
 Packing group : III
 IATA Class : 8

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15. REGULATORY INFORMATION

Corrosive, R 34 Causes burns. S 26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice. S 27 Take Off Immediately all Contaminated Clothing. S 36/37/39 Wear Suitable Protective Clothing, Gloves And Eye/Face Protection.

16. ANY OTHER INFORMATION IDENTIFICATION OF THE MATERIAL

Nil

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Annexure-VI

STANDARD TERMS AND CONDITIONS OF CONTRACT

00. CONTENTS:

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

01. GENERAL:


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

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

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

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

The contract once awarded will not imply that the Contractor has exclusive right for the particular job.

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The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.

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

02. SECURITY DEPOSIT:

2.1 Within 15 days of the receipt of the work order, the successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee [preferably Electronic Bank Guarantee (E-BG)] issued by a Nationalised / Scheduled Bank in India, as per the Proforma prescribed is also accepted as Security Deposit. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter.


Link for payment of SECURITY DEPOSIT through '**State Bank Collect**' is given below.

[https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://onlinesbi.sbi.bank.in/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)

- (i) The link is also available on of our website www.fact.co.in →Tenders →'Click Here to Pay EMD/Security Deposit'.
- (ii) The bidder/vendor shall precisely indicate their Name , Tender number, Work Order Number and other relevant details while making the online payment through 'State Bank Collect 'and the payment receipt generated thereon shall be uploaded along with the offer submitted online.
- (iii) Alternatively, SD remittance can also be made through the "[Payment Gateway for direct remittances](#)" available in our website.

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

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

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

03. RATES:

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

04. PAYMENT:

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

05 QUANTITY:

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

06. CONTINUITY OF WORK:


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

07. RESPONSIBILITY FOR MATERIAL:

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

08. SECURITY & SAFETY REGULATIONS:

The Contractor shall strictly observe the Security and Safety Regulations of FACT.

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


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

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

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

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

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

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

09. STATUTORY OBLIGATIONS



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

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

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

The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.

The Contractor shall obtain valid registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (PF) & The Employees' State Insurance Act, 1948 (ESI) and shall ensure full compliance with the above Acts. The workers deployed by the contractor for the work shall be covered under the Acts. The contractor shall regularly remit the PF/ESI contributions in respect of their employees and file regular returns, as prescribed under the respective acts. The copy of monthly PF/ESI remittance challans along with periodic returns shall be furnished together with the subsequent monthly bills. In case FACT is to incur any expenditure/loss in the capacity as Principal Employer due to non-compliance on the part of the contractor of these Acts, such expenditure/loss shall be recovered from the contractor.

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Tenderers shall submit the registration certificate with Labour dept./PF/ESIC if available. If the tenderer is not registered under ESI/PF Act, tenderer shall submit PF/ESI Registration certificate before commencement of work. Failure to produce the original certificates at the stage of starting the work would result in disqualification and forfeiture of EMD and also liable for debarring from participation in future tenders.

The workers deployed by the contractor for the work shall be covered under the PF & ESI Acts. The contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable.


Payment of PF & ESI for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month should be forwarded to the company.

The contractor will, in turn, submit the documentary evidence in support of payment of PF & ESI of each month along with subsequent month RA Bills.

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

b.) Vehicles employed during the course of execution of the Contract, shall have valid permits in compliance with the Motor Vehicles Act, 1988 and the Central Motor Vehicle Rules, 1989 and regulations formulated from time to time.

c.) The contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules, Regulations, Bylaws, Orders etc, in force from time to time and in particular, the Factories Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, The Mines Act 1952, the Explosives Act 1884 and all other relevant Acts and Rules 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 statutes concerned and submit them to FACT as and when required. In case the contractor fails to discharge his statutory obligations leading to a situation

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wherein FACT is to incur any expenditure/loss such expenditure/loss, including those in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, shall be reimbursed/compensated to FACT within a reasonable time, failing which FACT reserves the right to recover the same from the contractor from any payments due to him, without prejudice to FACT's rights for recovery of the same.

10. CONTRACTOR's WORKMEN

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

11. DEFAULT:

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


12. TERMINATION:

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

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

13. FORCE MAJEURE:

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

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14. ASSIGNMENT:

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

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES:

(I) If the 'contractor' is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

Or

(II) For contracts other than (i) above:

If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.


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

16. ENVIRONMENT MANAGEMENT SYSTEM:

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

17. FRAUD PREVENTION POLICY OF FACT:

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


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18. ENTIRETY OF CONTRACT:

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

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ANNEXURE – VII

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

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

From _____ To _____

AGM MATERIALS-T&S
CORPORATE MATERIALS,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL - 683 501

Dear Sir,

Sub: Transportation of Phosphoric acid solution (27% P2O5) from RCF, Trombay, Mumbai to FACT-CD, Ambalamedu for a period of 1 year.

Ref: Enquiry No. MM/181/E33483 dated 08.05.2026

With reference to the above enquiry, we quote our lowest rate for transportation as follows:

S.No	Description	Estimated quantity for 1 year (in MT)	All-Inclusive rate excluding GST (Rs./MT). Indicate "Quoted". Do not quote rate in this column.
1	Transportation of Phosphoric acid solution (27% P2O5) from RCF, Trombay, Mumbai to FACT-CD, Ambalamedu for a period of 1 year.	1,11,110	

GST shall be extra as applicable based on statutory notifications.

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


(Signed by)

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

Place:

Date:

(Stamp)


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ANNEXURE - VIII

PRICE BID (PART-B)

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

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ANNEXURE-IX

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

To

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

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

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


We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirm that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

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

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

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

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

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

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

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

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

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

Any notice by way of request, demand or otherwise here under may be sent by post or submitted to the bank addressed as aforesaid or any local branch of the bank in Ernakulam District/ Kerala State.


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

Dated this..... day ofTwo thousand and Twenty

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

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X

AGREEMENT

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

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

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

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

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

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

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


For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses: For and on behalf of the Company.

- 1.
- 2.

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ANNEXURE -XI

INTEGRITY PACT

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

INTEGRITY PACT

Between

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

And

..... hereinafter referred 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 Independent External Monitor (EIM), who will monitor the tender process and execution of the contact for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

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

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

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Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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


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

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

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

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

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences

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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)

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/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.

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(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)
 (Office Seal)


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

Place:

Date:

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

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

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