



प्रगति के पथप्रदर्शक  
PIONEERS IN PROGRESS

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स ट्रावन्कोर लिमिटेड  
THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(भारत सरकार का उद्यम) (A Government of India Enterprise)

पंजीकृत कार्यालय: एलूर, उद्योगमंडल, कोच्ची - 683 501, केरल राज्य, भारत  
Regd. Office: Eloor, Udyogamandal, Kochi-683501, Kerala State, India. Website: www.fact.co.in CIN: L24129KL1943GOI000371

**NOTICE INVITING e-TENDER**

Encrypted Competitive rate, **Single stage Single Bid Tenders** containing the NAME OF WORK and TENDER REFERENCE NUMBER are invited from reliable and experienced contractors of sound financial standing by the Assistant General Manager (Materials)-Contracts, Materials dept., FACT. Tenders received will be opened online on the due date and time. Tender details are given below.

1. Tender No : 01021/2024-2025/E30042
2. Name of Work : Outsourcing of internal audit work of Marketing outside offices/ godowns in Tamil Nadu.
3. Nature of Contract : Item Rate
4. Earnest Money Deposit : Nil
5. Validity of Tender : 6 Months
6. Period of Contract : Audit period from 01.07.2024 to 31.03.2025
7. Document Fee : Nil.
8. Last Date & time to upload of e-Tender : 12.09.2024, 11:00:00 Hrs
9. Date, Time and Opening of Bid : 13.09.2024, 11:00:00 Hrs.

**Notes:-**

1. Details of Tender are available at e-procurement platform <https://eprocure.gov.in>. Offers submitted other than on-line mode shall not be accepted. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procurement and FACT website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc, if any.
2. All bidders shall be registered under GST and shall furnish their Registration documents along with their bids. Bids of parties not registered are likely to be rejected without assigning reasons.
3. The bidders shall comply with the prevailing statutory ESI/PF regulations for the employees engaged by them.
4. The right to accept the lowest or any other tender rests with FACT.
5. Contact details :

<u>Tender details</u>	<u>e-Tender Helpline</u>
Phone: 0484-2568123, 0484-2568674	Name: Mr. Ajino Anandh
Email: <a href="mailto:jayakumarp@factltd.com">jayakumarp@factltd.com</a> , <a href="mailto:anand.s@factltd.com">anand.s@factltd.com</a>	Phone: 0484-2568374/9497334230
	Email: <a href="mailto:ajinoanandh@gmail.com">ajinoanandh@gmail.com</a>

Date: 02.09.2024

Signature:  
Designation: AGM(Mat)-C  
Material Dept, FACT

Signature Not Verified

Digitally signed by ANAND  
SREEKUMARAN NAIR  
Date: 2024.09.02 17:12:19 IST  
Location: eProcure-EPROC

**INSTRUCTIONS TO BIDDERS –SINGLE PART BIDDING (E-Tender-Limited)****1. SUBMISSION OF TENDER**

- i. Bidders shall study carefully the complete tender documents viz. NIT, Tender Documents (schedule of work), Price Bid format (BOQ), General Terms and conditions of contract, safety rules, Instructions to Bidders, Special Terms & Conditions of the Tender, etc.
- ii. Offers against this NIT shall be submitted online on e-Tendering portal <https://e-procure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. **SHALL NOT** be accepted.
- iii. All bidders are requested to register themselves on the above website with their valid digital signature certificate. 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 cost of digital signature certificate shall be borne by the bidder. Bidders may refer Bidders Manual Kit available on the above website for detailed information and instructions for registration, bid submission etc.
- iv. The Bidder shall be in a position to produce the originals of the Uploaded documents whenever it is asked for during evaluation of the tender.
- v. Bid shall contain.
  - (a) Compliance Statement
  - (b) BOQ.
  - ~~(c) Scanned copy of EMD Instrument, as applicable / Claim for exemption with testimonials.~~
  - (d) Instructions to Bidder , General Terms and conditions , Special conditions etc.,
  - (e) Scanned copies of supporting documents, from its originals if applicable. The originals shall be produced at the time of evaluation if it is asked for.
  - (f) Drawings, Other relevant documents etc. as applicable (as per Tender Check list)
  - (g) Any other documents as per the Tender documents.
- vi. Bidders are advised to submit quotation based on the terms and conditions and other schedules contained in this tender document and not stipulate any deviations.
- vii. Tender submitted shall be only online. The instructions to bidders, Tender documents and related Schedules uploaded shall be digitally signed and encrypted. But Tenderer shall not submit any other documents by way of his standard conditions of Tender. Tenders submitted in a manner different from the above are likely to be rejected.
- viii. Bidders are advised to complete all uploading formalities related to tenders well in advance. FACT shall not be responsible for non-submission / uploading due to technical reasons, like non availability of website in the closing minutes of the tender end date & time.
- ix. In Tender document published by FACT, none of the pages shall be deleted or altered by the bidder and the whole set of Tender Document as published must be submitted duly filled in and digitally signed by the Tenderer. Failure to comply with this requirement may result in summary rejection of the tender. The Tenderer shall digitally sign all pages of the Tender.
- x. Completeness of Scope of Work: Tenders shall be for the complete scope of work as described in

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the Tender Document, without any exclusion. Only those tenders who meet this requirement will be considered for award of the contract.

- xi. The Tenderer is responsible for properly estimating the difficulty and cost of the work. The Tenderer may request and obtain from all concerned sources / authorities the clarification of items that require additional definition prior to submitting the proposal. Questions on clarifications required from FACT shall be submitted thru e-mail.
- xii. The Tenderer shall visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infra structural facilities, availability of construction materials etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.
- xiii. The tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FACT, and FACT shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.
- xiv. Amendments to the tender documents may be issued by FACT in writing, Fax or E- mail, and prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer. (Amendments to the tender documents if any to be uploaded in to <https://e-procure.gov.in> only , prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer)
- xv. Unit prices shall be quoted for all items (In Indian rupees only) except for items where lump-sum rates are specifically sought, percentage tender. In case of tender for sale or disposing of material by company, highest price will be considered. The Basic price shall be exclusive of GST and GST shall be mentioned separately.
- xvi. FACT shall proceed with evaluation of the Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Tenderers are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk.
- xvii. Bid/Tender documents are not transferable.
- xviii. FACT reserves the right to extend the closing date of the bid without giving any reasons, but such extension shall be intimated / updated as corrigendum in <https://e-procure.gov.in>
- xix. Information if any given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.
- xx. Any intimation to contractors will normally be sent by e-mail / Registered Post/Courier/Under Certificate of Posting at their address given in his bid. FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason.
- xxi. The quotations must be submitted in English Language and the units of measurement will be in metric system.

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**2. EARNEST MONEY DEPOSIT:**

i. EMD shall be remitted online through 'State Bank Collect' portal using the link given below:

[http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD Remittance](http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance)

The link is also available on our website [www.fact.co.in](http://www.fact.co.in) (Tenders → 'Click Here to Pay EMD/ Security Deposit')

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' and the payment receipt generated shall be uploaded along with the tender document.

ii. If the above link becomes inactive, EMD remittance may be facilitated via RTGS/NEFT. In such cases UTR No./ scanned copy of the payment receipt may be submitted along with the Part A of the bid. Details of Bank A/e for remittance of EMD are given below:

Account Type : Cash Credit

Account No : 57017844467

IFS CODE : SBIN0070158

Name of Bank : State Bank of India

Branch : Udyogamandal

District : Ernakulam

State : Kerala.

iii. Bids without EMD shall be rejected. EMD will be exempted for Govt. Depts. / firms / public sector units / firms registered under NSIC / Khadi Board / Registered Labour Contract Co-operative Society etc. as per applicable govt. directions, on submission of valid documents.

iv. No interest shall be paid on the EMD.

v. If the bidder retracts from or without request of FACT, revises his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FACT's other rights to claim damages.

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

vii. On the successful tenderer entering into an agreement and providing the Performance Bond, the EMD will be released. EMD of unsuccessful bidders will be returned after acceptance of a tender is finally settled.

viii. Declaration of Udyam no on CPPP is mandatory; failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

ix. Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of

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~~India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.~~

### 3. **VALIDITY:**

The bid shall be valid for a period of Three months or for any higher period as prescribed in the tender notice / documents from the date of opening of bids during which period tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted and in such cases, the tender / bid submitted is liable to be disqualified and the EMD furnished is liable to be forfeited.

### 4. **PRICING**

The quotations must conform in all respects with the enclosed specifications, drawings, data sheets, terms & conditions and other schedules enclosed herein.

- i. The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated completion period.
- ii. Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted. In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified & EMD forfeited.
- iii. The Basic **rates quoted shall be exclusive of GST.**

### 5. **EVALUATION OF QUOTATIONS**

- i. The following conditions shall be considered in the evaluation of quotations:
  - a. Agreement with terms and conditions and schedules of Tender document;
  - b. Price.
- ii. For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.
  - a. All bidders shall be registered under the GST Act and shall furnish their Registration Number with their bids. If the bidder is not required to be registered under GST Act i.e. unregistered, then a declaration has to be given specifying that they are within the threshold limit of Rs. 20 lakh annual turnover. Also declare that once, the turn over exceeds the threshold limit, they will take registration.
  - b. Our GST ID in the state of Kerala is 32AAACT6204C1Z2.
- i. "Taxes and duties shall be paid only on submission of documentary evidence towards payment of taxes and duties and filing of necessary returns for enabling FACT to take INPUT TAX CREDIT" i.e. , GST charged by the Supplier/contractor shall be released separately to the supplier/contractor only after filing of outward supply details and the monthly returns on GSTN portal by the supplier / contractor and matching the input tax credit to such invoice with the corresponding details of outward supply of supplier / contractor.
- ii. Evaluation of price bids(BoQ) bids and determination of lowest bidder (L1) shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per the schedule of work given in the price bid (BoQ) format and computing the combined total value of all items of work.

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- iii. Normally, bids will be evaluated based on the basic rates quoted by the Vendors. However FACT reserves the rights to evaluate the same with GST or without GST, if it is beneficial to the company.
- iv. Bidders are expected not to take any deviations from the payment terms indicated in the tender documents. FACT shall make appropriate loadings for deviations while evaluating the bids.
- v. 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.
- vi. 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. The work may be split up if considered expedient.
- vii. In case more than one bidder become the L1 based on the evaluation as above, such L1 bidders alone shall be given an opportunity to submit revised lower price bids, if any, in sealed cover on or before the due date and time to be specified in the request. . However, bidders will not be allowed to increase any of the original rates quoted by them in the revised bid submitted by them as above.
- viii. FACT also reserves the right to negotiate with the lowest bidder.
- ix. The Contractor should quote for each item separately. Total lowest alone will be considered for awarding the contract.
- x. If any discrepancies are found between the values given in words and figures of the rates quoted between the rate and amount shown in the tender, the following procedure shall be followed;
- xi. When there is a difference between the values of rate quoted in figures and words, the value which corresponds to the amount worked out by the tenderer shall be taken as correct.
- xii. When the values of rate quoted by the tenderer in figures and words tally, but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- xiii. When it is not possible to ascertain the correct rate as prescribed above, the rate in words shall be deemed correct.
- xiv. For cases not covered under any of the above, the lowest value of the rate or amount quoted as fiscally beneficial to FACT for the work shall be taken
- xv. If the bidder/tenderer is unwilling to accept the above procedure at the tie of evaluation, his offer is liable not to be considered further.
- xvi. Company shall at its own discretion to delete any one or more item of works from the tender at any time without assigning any reason whatsoever.

## 6. BID OPENING

The bids of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.

## 7. CLARIFICATIONS

In case any clarifications are required, the bidder shall contact FACT thru e-mail. FACT shall give such clarifications by e-mail. All clarifications provided shall be binding on bidder. No

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claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of tender. All clarifications/ correspondences with respect to this tender enquiry must be made to AGM(Mat)-C, Corporate Materials.

- 8. AUTHORISED REPRESENTATIVE OF TENDERER:** The quotation must contain the name, address, place of business of person or persons making the tender and shall be signed by tenderer with his digital signature. Partnership firms shall furnish online the full name of all the partners. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Online Quotation by a Corporation shall be signed by an authorised representative and a Power of Attorney in that behalf shall accompany the quotation.
- 9. AWARD OF CONTRACT:** Contract will be awarded by FACT to the tenderer whose tender has been determined to be in agreement with terms and conditions and schedules of Tender document and who has offered the lowest evaluated price provided that the Tenderer so selected for award has the capacity and resources to carry out the contract as judged by FACT. Notwithstanding the above, FACT reserves the exclusive right to accept or reject any or all tenders, without any obligation or liability whatsoever to any of the tenderer.
- 10. ACCEPTANCE OF TENDER AND ISSUE OF LOI/WORK ORDER:** The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter Of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate Copy of the Work Order will have to be returned to FACT duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/Work Order whichever is issued first, the CONTRACTOR will have to remit the required Security Deposit for the Work. Also as prescribed in the LOI / Work Order / tender documents, the contractor will have to execute an agreement in stamp paper of the required value as per the preform prescribed by FACT for the satisfactory performance of the contract.
- 11.** In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI / Work Order / Work to Proceed Notice, the LOI / Work Order issued will be cancelled and the EMD already deposited by the Contractor shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor. The contractor who's EMD is forfeited is liable for de-listing from FACT and also shall not be eligible to participate in the other tenders invited by the company at the sole discretion of FACT.
- 12. Incomplete quotation is liable to be rejected.**
- 13. CHANGE IN CONSTITUTION :** Any Change in constitution of Contractor's firm must be done only with prior information to FACT.
- 14. SECURITY DEPOSIT:** ~~The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to Ten percent (10%) of the contract value as per the mode prescribed in the Tender Documents / Work Order. The amount worked out thus less the amount available with the company as EMD, shall be remitted by the successful bidder. (However if the amount exceeds ₹ 10,000/- Bank guarantee from a Nationalised/Scheduled Bank is also accepted as SD).~~

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**15. PURCHASE PREFERENCE:** This tender shall be based on MSME order dtd. 23rd March 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM no on CPPP is mandatory; failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their bids, in proof of which latest valid Udyam Registration Certificate shall be uploaded. Bidders may note that failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its MSE status, in which case they will not be eligible to claim PP benefits.

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 full/complete work of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

This tender is non-divisible.

- 16.** The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.
- 17.** Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.
- 18.** Work order shall be issued by Assistant General Manager, Materials department, FACT LTD, Udyogamandal. The work shall be administered and executed by the FEW Planning department.
- 19.** Any further information on nature of work, if required by the bidders, can be had from DGM(IA) (0484 2567340).
- 20.** For any clarification on this enquiry, the Deputy Manager (Materials), Phone No: 0484 2568674, Contracts department, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
- 21.** The bidders are advised to get themselves informed of all the details they require before submitting their bids.
- 22.** FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.



- 23.** 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.
- 24.** 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.
- 25. FRAUD PREVENTION POLICY:** Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website [www.fact.co.in](http://www.fact.co.in)

**NOTE: Whenever any portion of the “Tender terms and conditions” or “Notice Inviting Tender” (NIT) is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Tender terms and conditions” or “Notice Inviting Tender” (NIT) shall prevail. Similarly, whenever any portion of the “General Conditions of Contract” is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Instructions to Bidders” shall prevail.**



INTERNAL AUDIT DEPARTMENT  
THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED  
(A Government of India Undertaking)

REGISTERED OFFICE  
UDYOGAMANDAL, ELOOR, KOCHI,  
KERALA 683501.

TENDER NO: - 01021/2024-2025/E30042

Tender for Appointment as Internal Auditors for  
Marketing outstation offices in Tamil Nadu

Last Date & Time of Receipt of Tender: 11.00 am on 12.09.2024

Date and Time of Opening of Bid Documents : 11.00 A.M on 13.09.2024

At Venue: Registered Office

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,  
Udyogamandal, Eloor, Kerala 683501.

CIN L24129KL1943GOI000371

GSTIN : 32AAACT6204C1Z2

Phone: 0484 – 2545022/2567340

Website: [www.fact.co.in](http://www.fact.co.in)



INTERNAL AUDIT DEPARTMENT  
NOTICE INVITING TENDER

1.0 FACT Profile:

The Fertilizers and Chemicals Travancore Limited., popularly known as FACT set up the first large scale Nitrogenous factory in the country in 1944, on the banks of Periyar at udyogamandal, near the Cochin Port. From a single product fertilizer plant of the forties, FACT has through the years grown into a large multi-product, multi-divisional corporation today - a legend of our times and triumph of the public sector.

FACT's two fertilizer manufacturing divisions at [Udyogamandal](#) and [Cochin](#) together have so far produced and distributed millions of tonnes of fertilizer nutrients, which has helped farmers to produce over 50 million tonnes of food grains.

[FACT's marketing division](#) has a well-organised sales network, which ensures that even the farmer in the remotest village is fully benefitted through its agronomy and rural development services.

The rich fund of expertise, experience and skills gained over the years in manufacturing units of FACT were pooled together in the mid-sixties to form two separate engineering divisions, [FACT Engineering & Design Organization \(FEDO\)](#) & [FACT Engineering Works \(FEW\)](#). These two divisions between them cover the entire spectrum of consultancy and engineering services and have contributed a great deal to attain self-reliance in fertilizer and chemical technology in the country.

In 1990, FACT further diversified into the field of petrochemicals by setting up a [Carprolactam unit](#). Today, FACT is on the threshold of further diversification and backward integration.

The Registered office is situated at Udyogamandal, Eloor, Cochin.

1.2 FACT is a leading producer and marketer of Complex fertilizers and Ammonium Sulphate industrial products in India. FACTAMFOS (20:20:0:13) is the flagship brand of the company. The Company also manufactures and markets AMMONIUM SULPHATE fertilizers under the brand name FACT Ammonium Sulphate, Bio-fertilizers in addition to traded products like Urea, MOP and a wide range of industrial products like Caprolactum, Nitric Acid, etc.

1.3 FACT is a listed company with an authorized share capital of Rs.1000crore and paid up capital of Rs.647.07 crore. The shares of the company are listed at National Stock Exchange (NSE).

1.4 FACT operates under the administrative control of the Ministry of Chemicals & Fertilizers, Department of Fertilizers, Government of India.

1.5 Further details regarding the operational and financial performance of the company including Annual Reports of the Company is available on company's website [www.fact.co.in](http://www.fact.co.in).

### **1.6 Financial Accounting & Reporting Systems at FACT:**

FACT maintains Books of Accounts as required under the applicable regulations and statutes. The Company's books of accounts are maintained in SAP ERP systems and FACT has implemented various SAP modules i.e. FI/CO, MM, PP, PM, SD, HR/Payroll etc. The accounts of the Company are prepared Profit Centre / Cost Centre wise, with each Profit Centre / Cost Centre representing areas of operation like Head office, Udyogamandal Division, Cochin Division, Petrochemical Division, FEDO, FEW and Marketing divisions and Corporate Office based on which the accounting and operations are recorded and controlled. The company prepares Interim and Annual financial results as per the Companies Act 2013 and the listing Agreements with the Stock Exchanges.

### **1.7 Present scenario of Internal Audit**

The Company has a well-defined Internal Control System that is adequate and commensurate with the size and nature of its business comprising an in-house Audit Department, which conducts internal audit of various operational and financial matters on on-going basis.

As required by the Companies Act, 2013, the Audit Committee has formulated the Scope, Functioning, Periodicity and Methodology for conducting the Internal Audit.

### **1.8 Reporting to Audit Committee:**

The significant observations along with suggestions made in the audits performed, replies received from the auditees and Internal Audit department's further comments are put up to the Audit Committee for their review and further directives, if any, on quarterly basis. The directives received from the Audit Committee are communicated to the concerned departments for compliances.

The Action Taken Reports by the concerned section in respect of directives are also put up to Audit committee. The performance of the Audit department as regards to the audits conducted during the previous quarter is also reviewed by Audit Committee.

## **2.0 Tender:**

2.1 E-tender is invited by The Fertilizers and Chemicals Travancore limited from the firms of Chartered Accountants/ Cost Accountants Firms or LLPs for Pre-qualification and Appointment as Internal Auditors for the period from 01.07.2024 to 31.03.2025 for audit of **Outstation offices / godowns of Marketing Division in Tamil Nadu**. The list of Storage points, Zonal offices and Marketing state office is enclosed at Annexure I

2.2 The Pre-qualified firms would remain valid for a period of till 30.06.2025.

## **4.0 Submission of Bids**

4.1 **Part A – TECHNICAL BID (PRE-QUALIFICATION- BID)** shall contain the following

- a) Annexure A – Scanned copy of General Terms & conditions duly signed with seal towards acceptance.
- b) Annexure B – Scanned copy of Declaration sheet duly signed with seal.
- c) Annexure E – Application form for Internal Audit Assignment along with Annexures E1 to E9 duly signed with Seal.
- d) Annexure F-Scanned copy of Undertaking duly signed with Seal.
- e) Annexure G-Scanned copy of List of Documents to be attached.
- f) Price Bid i.e. Bill of Quantity (BoQ) attached to the enquiry shall be uploaded after filling all relevant information such as name of The bidder in Financial Bid, lump sum fee that is inclusive of Travelling, Boarding, Lodging and all other expenses but excluding Taxes for conducting the assignments are to be quoted.
- g) The priced BoQ shall be uploaded strictly in the format attached with the enquiry, failing which the offer is liable to be rejected. Renaming or changing format of the BoQ sheet will not be accepted by the System.
- h) Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.
- i) Prices shall be quoted only in the prescribed BoQ and those indicated elsewhere, if any, shall not be considered.
- j) Bidders shall quote the unit prices in figures strictly in the order of serial numbers and units as per the Price Bid (BOQ). The rates of all applicable taxes/duties shall be clearly indicated. The prices shall be firm without any escalation on any account till the order is completely executed.
- k) The documents shall be uploaded before due date & time in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission. Non-submission of any document or submission of incomplete documents may result in rejection of offers.
- l) Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.

## **5.0 Bid Opening**

In Financial Bid, lump sum fee that is inclusive of Travelling, Boarding, Lodging and all other expenses but excluding Taxes for conducting the assignments are to be quoted.

6.0 The scope of work, extent and periodicity of checking, reporting formats etc. are mentioned in Attachment - 2 to Annexure D is enclosed. It may be noted that the scope as given under this Attachment is **only indicative and not exhaustive**. The Audit Plan for the year 2024-2025 will be finalized with some replacement/ addition/deletion etc. The number of Audit reports can



vary by +/-10%. The firm may be asked to look into any other activity as may come to the notice during the course of audit and/or render any advice/opinion in the area of audit.

7.0 Time schedule: The Internal Audit has to be conducted as per Audit Plan of FACT (Placed at Annexure D) in the following 3 phases:

- Phase I July 2024 to September 2024
- Phase II October 2024 to December 2024
- Phase III January 2025 to March 2025

The Audit Reports are required to be submitted as per following schedule:

Time Schedule for Phase Audit Reports

Period of Audit	Final Audit Report submission by Auditors	Reply by FACT Offices
July to Sept 2024	On or before 25th day of Oct 2024	Within 20 days from receipt of final report.
Oct to Dec 2024	On or before 25th day of Jan 2025	--DO--
Jan to Mar 2025	On or before 25th day of April 2025	--DO--

- a. The Final audit reports with Executive Summary and Significant observations of Auditors (**Attachment 3 to 5 of ANNEXURE – D**) are to be submitted to FACT Head of Internal Audit Department for issue to concerned Auditee department.
- b. The replies to the reports will be received by FACT Head of internal Audit department and forwarded to the concerned Internal Audit firm.
- c. All the working papers during course of audit will be the property of the FACT and handed over to Head of Internal Audit (FACT) on submission of final audit report.

8.0 The selected firms would have to deploy sufficient number of Chartered Accountant/ Cost Accountant, semi-qualified persons and article assistants / Audit staff for reasonable duration of time for conducting and completion of each Audit report.

The indicative chart of expected deployment of minimum staff / man-days for conducting Internal Audit is given below.

Sl. No.	Units / Offices	Minimum No. of Staff	Minimum No. of Man-days
1	Marketing State office /Zonal office / Agro service centres / Stock point dealers / Pvt Warehouses / State Warehousing corporations / Central Warehousing Corporations.	i) One Chartered/Cost Accountant. ii) One semi-qualified person. iii) Two Audit staff / article assistants.	50 Man-days in 3 months period

## 9.0 Coverage of Audit Period:-

For Marketing outstation offices **current 3 months for every quarter** for all the State offices / Zonal offices / Agro service centres / Stock point dealers / Private Warehouses / State warehousing Corporations / Central warehousing corporations. **In all the storage points they have to physically verify the stock available on the day of audit and the same has to be reported in their audit report.**

## 10.0 Payment Terms:-

The details of total audit reports to be covered during each quarter are given at **Attachment 1 to ANNEXURE – D**. The payment of audit fees would be made in terms of percentage specified below within 30 days from submission of this number of final audit reports, summarized executive reports and significant observations pertaining to that phase along with tax Invoice. The tax invoice will be verified and certified by FACT Internal Audit Department and payment will be released by Finance Department, subject to statutory deduction of TDS , GST TDS as applicable from time to time.

**Statutory Taxes etc.:** All other taxes or other statutory levies etc. shall be paid extra.

The payment would be released on Phase basis (for both the areas), as under:

S. No.	Phase/ Period	% age of Total Fee Payable
1	July 2024 to September 2024	33.33%
2	October 2024 to December 2024	33.33%
3	January 2025 to March 2025	33.34%

**11.0 Period of Contract:** The period of contract will be from 01.07.2024 to 30.06.2025.

## 12.0 General:

**a. Tender Ref. No. : 01021/2024-2025/E30042**

**b. Last Date and Time for receipt of offer: 11.00 am on 12.09.2024**

**c. Date and Time of opening of Technical Bid: 11.00 a.m. on 13.09.2024.**

**d. VALIDITY OF BIDS:** The bids shall be valid for a period of 6 months from the date of enquiry. No revision in the bids would be allowed during the validity period of the bids.

e. The tender documents are available at FACT website [www.fact.co.in](http://www.fact.co.in) and CPP portal at [www.eprocure.gov.in](http://www.eprocure.gov.in) / <https://eprocure.gov.in/eprocure/app> . The tender has to be uploaded through online in the cpp portal (Only Online Tender Bid Submission).  
Helpline Number : 9497334230/04842568374

g. Every page & supporting document forming part of the tender need to be numbered signed & sealed by the bidders.

For further details, log on to [www.fact.co.in](http://www.fact.co.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

Encl:

1. General Terms & Conditions (**Annexure-A**)
2. Declaration Sheet (**Annexure-B**)
4. Scope of work, Quantum, periodicity and Reporting Formats (**Annexure-D**)
5. Application form for Internal Audit Assignment (**Annexure E along with its proforma under Annexure E1 to E4**)
6. Undertaking format (**Annexure F**)
7. List of documents to be attached (**Annexure G**)

**GENERAL TERMS AND CONDITIONS**

**1.0 Requirements for Bid to be considered Valid.**

1.1 In Financial Bids, lump sum fee that is inclusive of Travelling, Boarding, Lodging and all other expenses but excluding GST for conducting the assignments are to be quoted.

1.2 No cutting or overwriting would be allowed in Financial Bids. In such cases, bid would not be considered.

1.3 While submitting the bid, tenderers are requested to ensure that bids are in compliance with the regulations applicable under various statutes. Any fine, penalty or expenses due to breach arising thereon will be borne by the tenderer.

1.4 FACT takes no responsibility for delays, loss or non-receipt of tender documents or any letters sent by post/courier either way and also reserve the right to reject any offer in part or full.

1.5 The submission of offer shall have no cause of action or claim against FACT for rejection of offer. The bidding firms shall not be entitled to claim any costs, charges and expenses incidental to or incurred in connection with submission of offer or its consideration by FACT, even though FACT may opt to modify/withdraw the Invitation to Tender or does not accept the offer or cancel the tender as a whole.

1.6 The successful bidders engaged for Internal Audit work will not be allowed to sub-contract the job awarded to them.

**2.0 Award of Contract**

The contract shall be awarded to the L1 bidder firm.

**3.0 Other Terms and conditions.**

1. The bids should be unconditional. Conditional bids would be rejected.

2. FACT reserves the right to negotiate with the bidders.

3. If some discrepancies are found between the rates given in words & figures the rate as quoted in words shall be adopted.

4. The acceptance of tender will rest with FACT and FACT reserves itself full right to reject any or all tenders.

5. The tenderer are not entitled to any compensation for the expenses incurred in connection with the preparation and submission of tenders.

6. Currencies for bid and payment shall be in Indian Rupees only.

7. The successful bidder would ensure that the information obtained during the audit in respect of FACT is maintained in strict confidence and secrecy. An undertaking towards maintaining confidentiality is to be provided by the successful bidder.

8. The manpower engaged by the successful bidder Audit firms for FACT Audit work shall be the employees of the bidder Audit firms for all intends and purposes. The manpower should be engaged on need basis and should not be engaged for more than 240 days in a year for the subject contract. The Audit firms have to withdraw the manpower deployed by them after expiry/completion/termination of the contract and FACT will not take any responsibility of them.

#### **4.0 Termination of contact**

FACT reserves the right to terminate the *contract without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the Audit firm's risk and cost*, if the progress/performance of the audit firm is found unsatisfactory or any part/whole of the contract terms is not fulfilled. FACT also reserves right to de-list such audit firms and take other appropriate action against them. *FACT also informs the same to the respective Institutes (Chartered Accountant / Cost Accountant) and to C&AG.*

#### **5.0 Arbitration:**

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.

#### **6.0 Jurisdiction**

In respect of all tender conditions, the decision of FACT shall be final and binding. The venue of the Arbitration shall be Udyogamandal & Ernakulam courts will have exclusive Jurisdiction.

#### **7.0 Force Majeure:**

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, epidemic, crop failure, or Act of God or due to any restraint or regulation of the State or Central



Government or a local authority/authorities provided a notice of such occurrence is given to be other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

## **8.0 General**

Bidder/Tenderer shall mean the firm who submits the tender and enters into contract with FACT and shall include their executors, administrators and successors and permitted assignees.

Reports from Tamil Nadu state - 20 reports per annum (5 reports per quarter).

**Report No. 1 . TAMIL NADU STATE OFFICE - Chennai**

**Report No.2 . Chennai Zonal office - Chennai and storage godowns located in the following places.**

1.	Vellore ASC
2.	Villupuram ASC
3.	Kancheepuram I - SPD - Hariharan & co
4.	Kancheepuram II - SPD -P.Kothandan & co
5.	Tiruvallur - SPD - Suryakumari Stores
6.	Takkolam - SPD - Shaik Meera Agencies
7.	Arakonam - SPD - Tamil Nadu Agro Service Centre
8.	Sankarapuram - SPD - Janani Agencies
9.	Villupuram - SPD - T.Natarajan - Sri Sankthi Fertilisers
10.	Tiruvannamalai - SPD - Navarang Agro Chemicals
11.	Kallakurichi - SPD - Karpaga Vinayagar Traders
12.	Embalam - SPD - Kumaran Agencies
13.	Karikalampakkam - SPD - Vairakannu Agencies

**Report No.3 . Coimbatore Zonal office - Coimbatore and storage godowns located in the following places.**

1.	Coimbatore ASC
2.	Salem ASC
3.	Erode - SPD - Sri Venkatalapathy Manure Mixing Works
4.	Udumalpet - SPD - Universal Fertiliser Corporation
5.	Attur - SPD - Selvalakshmi Stores
6.	Gobichettipalayam - SPD - Universal Fertiliser Corporation
7.	Namakkal - SPD - Jayam Traders
8.	Dharapuram - SPD - S.Chellamuthu
9.	Ooty - SPD - National Agro Service
10.	Gudalur - NCMS warehouse
11.	Mettupalayam - NCMS warehouse

**Report No.4 . Trichy Zonal office - Trichy and storage godowns located in the following places.**

1.	Trichy ASC
2.	Thanjavur ASC
3.	Ariyalur - SPD - S.Vanithamani, Venganur

4.	Pudukottai - SPD - N.Krishnamurthy
5.	Aranthangi - SPD - R.Murugaiyan & co
6.	Tottiyam - SPD - M.Murugan, Tamil Nadu Agro Service Centre
7.	Thuraiyur -SPD - M.Baskar stores
8.	Virudhachalam - SPD - Popular Traders
9.	Padalur - SPD - Sri Krishna Trading Co
10.	Perambalur - SPD - V.Venugopal, Cauvery Agencies
11.	Panruti - SPD - Sri Selvavinayagar Store
13.	Karur - TNWC

**Report No.5 . Madurai Zonal office - Madurai and storage godowns located in the following places.**

1.	Madurai ASC
2.	Nagarcoil ASC
3.	Theni ASC
4.	Theni - SPD - P.S.Veluchamy Gowder & sons
5.	Madurai - SPD - O.K.M.K.Natarajan
6.	Srivaikundam - SPD - Sri Arulmani Fertiliser Agency
7.	Tirunelveli - SPD - Sri Arulmani Agency
8.	R.S.Mangalam - SPD - N.S.Bakurudeen
9.	Melachinnanampatti - SPD - Vijaya Varman Urakkadai
10.	Devakottai - SPD - S.Gopalan
11.	Ayankarisalkulam - SPD - A.Mariappan
12.	Dindigul - SPD - S.Annamalai
13.	Oddanchatram - SPD - Senthil Agencies
14.	Kanakkanpatti - SPD - Sellamuthu Traders
15.	Kamalapuram piriya - SPD - Gnanasuryaprakash Traders

The above mentioned storage points are prevailing as on date of tender. The number of godowns may be increased / decreased by 10 to 20% based on the peak season / offseason of our products.

**DECLARATION SHEET**

I/we, hereby certify that all the information and data furnished by me/us with regard to this tender specification are true and complete to the best of my/our knowledge. I/we have gone through the Terms, conditions and stipulations in detail and agree to comply with the requirements.

I/we, further certify that I am / we are the duly authorized representative of the under mentioned tenderer.

I/We, further certify that the following close / distant relative(s) of partner/director of our firm are presently working in Fertilizers and Chemical Travancore Limited (FACT):

Sl.No.	Name	Designation	Department
1			
2			
3			

I/We, further certify that the following Ex-employees of Fertilizers and Chemical Travancore Limited (FACT) are presently working/associated with our firm:

Sl.No.	Name	Last Designation in FACT
1		
2		
3		

I/We, further certify that no sister concern / Common Partner is bidding separately in this tender in the name of other concern/firm.

I/We also undertake that the terms and conditions of Notice Inviting Tender and Annexure-A of NIT is acceptable to us without reservations and no deviation to NIT have been taken while making the offer.

I/We further agree to abide by the conditions of contract and to carry out all work that would be assigned (as per Annexure D) within the specified time in accordance with instructions referred to in the Notice Inviting Tender.

In case of acceptance of the Bid by Fertilizers And Chemical Travancore Limited (FACT), I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the Assignment awarded.

Yours faithfully

For M/s \_\_\_\_\_

(Signature of Bidder with Seal)

Address: \_\_\_\_\_

E-Mail-ID : \_\_\_\_\_

Contact No : \_\_\_\_\_



## Annexure - D

For Internal Audit of Marketing outstation offices / godowns:-

1. Attachment 1 -Proposed Audit Plan, Quantum & Periodicity for each quarter.
2. Attachment 2 -Overall Indicative Scope.
3. Attachment 3 -Reporting formats for Quarterly Final Audit Reports.
4. Attachment 4 -Reporting formats for Executive Summary of Audit Reports.
5. Attachment 5 -Reporting formats for Quarterly Significant Observations Reports.

### **Attachment 1 -Marketing Outside Offices**

S. No.	Areas to be covered	Place	No. of Reports
1	Tamilnadu State	State office	1
		Zonal offices	4

#### **MARKETING AUDIT**

#### **Attachment 2**

#### **Checklist for Marketing Audit of the broad areas to be covered are mentioned below**

##### **1. State offices**

A separate Audit report for State office showing all the following activities to be covered.

- i) Comparison with current year sales performance of the state with the corresponding previous year, along with audit observations and comments.
- ii) Ensure that all expenditures pertaining to state office are booked under the cost centre of state office only.
- iii) Other commendable activities of 'state' if any.
- iv) Rent agreement – Validity, renewal etc.
- v) Ensure that all the assets of the state offices are accounted and physical verification of fixed assets and comparison with the SAP. Check whether Asset Identification Number (AIN) is there on all Fixed assets and whether it is in agreement with the SAP Fixed assets register.

##### **2. Zonal Office**

A separate Audit report showing the following activities of the concerned Zonal office.

- i) Comparison of current year sales performance of the Zonal office with the corresponding previous year, along with audit observations and commends.

- ii) Scrutiny of Dealer / Customer account and its transactions.
- iii) Sales pattern to dealers / SPDs.
- iv) Ensure that
  - a) FD/BG as per rule are collected from all SPDs and Dealers.
  - b) All BGs are renewed in time.
  - c) Confirmation of BGs from banks.
  - d) Only approved BG format received from HO is used.
- v) Details of BGs encashed, reason for non-enhancement of BGs if any.
- vi) Agreement with SPDs and its renewal, only approved format received from HO is used.
- vii) Ensure that the agreement with dealers and its updating, is only on approved format.
- viii) Monthly ASC/SPD inspection carried out by Sales officers / Manager Sales and the reports thereon on a monthly basis and the same was uploaded in SAP.
- ix) Status of Legal cases.
- x) Ensure that all expenditure pertaining to Zonal offices are booked under the cost centers of respective Zonal offices only.
- xi) Rent agreement and its updating.
- xii) Ensure that all the assets of the state offices are accounted and physical verification of Fixed assets and comparison with the SAP. Check whether Asset Identification Number (AIN) is there on all Fixed assets and whether it is in agreement with the SAP Fixed assets register.
- xiii) Ensure that clearing of transactions and postings in SAP are carried out consistently.

### **3. ASC / SPD/SWC / CWC / PRIVATE GODOWNS**

A separate Audit report on each of the ASC / SPD/SWC/CWC / PRIVATE GODOWNS to be prepared for every quarter.

- i) Maintenance of Statutory registers and its updating to be verified.
- ii) Cash imprest verification where ever cash is maintained, including verification of payment vouchers with supporting bills.
- iii) Stock balance – Physical stock, SAP stocks and stock register stock to be shown in the report – product wise and notice any difference in the above three.
- iv) Ensure that the stocks are stacked in a countable manner. Stacking wise details are to be enclosed in the report. Duly updated stack cards are displayed on each stack.
- v) Authorisation to raise sale order.
- vi) Ensure that the collection from dealers are through VAN mode only.

- vii) Abnormal sales if any immediately prior / after to price revision.
- viii) Storage capacity of the godown, capacity utilization of godown, condition of godowns to be checked.
- ix) Hire charges of Temporary / permanent godown.
- x) Details of damaged stock stored in godowns.
- xi) Date and time of visit of Auditors.
- xii) Verification of inspection register maintained at ASC / SPD and report the adverse remarks if any therein.
- xiii) Ensure that all transactions pertaining to ASC / SPD / CWC / SWC etc., are only booked under respective cost centre.
- xiv) Godown occupancy report in respect of each godown in the format given.
- xv) Ensure that all the assets of the state offices are accounted and physical verification of Fixed assets and comparison with the SAP. Check whether Asset Identification Number (AIN) is there on all Fixed assets and whether it is in agreement with the SAP Fixed assets register.

#### **4. Cash**

- a) Physically verify the imprest cash.
- b) Cross check with manual register and SAP
- c) Take summary of expenditure – verify the vouchers with respect to account wise and see the nature, correctness of accounting, authority for payment, supporting documents, contracts etc., if any.
- d) Balance held on any day does it exceeds the authorized limit.
- e) See the employee vendor line items with Spl.GL indicator for imprest and ensure that all entries are journalized regularly.
- f) Any other items which requires Management's attention and corrective action.

#### **5. Stock Reconciliation:**

- a) The status of completion of stock reconciliation is obtained to ascertain whether the stock reconciliation is being done timely.
- b) From the stock reconciliation, to scrutinize whether any inter-district movements of material has been done, if so, whether the competent authorities' approval has been obtained giving proper justifications.
- c) The quantities of closing stock of all the godown are verified as given in the stock reconciliation along with the godown stock reports.
- d) From the stock reconciliation, the status of damaged stock and sweeping is obtained to check the age of the damaged / sweeping stock and the reasons for not disposing of the same are to be ascertained.
- e) The details of goods in transit are checked, to ascertain whether any material has been lying in transit for longer period and whether claims have been preferred with Railways/Transporters for these goods in time.

- f) The quantity of transit loss & storage loss is checked to see, whether they are on the higher side and reasons for the same.
- g) The rake disposal reports are checked to ascertain the position of disposal of material i.e. for ex-rake point sales transferred to godown. If delay is observed in raising the invoices for ex-rake point / cash and carry sales the same are reported.
- h) SAP T-Code ZSD084, ZSD095 & MB5B to view Godown wise report.
- i) Physical stock quantities of the products, stock quantities of products in SAP and stock quantities of products in Godown stock register are to be mentioned in the audit report and note differences if any.
- j) SPD stock limit – Verify whether actual stock exceeds the limit by BG or Deposit.
- k) Verify whether stocks are properly kept in a countable manner and stack cards are properly maintained. Atti wise details are to be enclosed in the Audit report.
- l) Temporary godowns hired, approval, location in SAP, vacation after need is over, Godown utilization etc to be verified.

## **6. Customer Ledger:**

- a) The customer ledger of the latest month is scrutinized. The line item wise list is available in FBL5N.
- b) To check the customer ledger for cases where amounts are outstanding for more than one year and whether any legal action has been taken for recovery and the same are reported.
- c) The clearing/review of open items of customer ledger needs to be done regularly.
- d) To check Security deposit, Fixed deposits are accounted in Special G/L key in SAP.
- e) Interest on FD / Trade advance see approvals / Circulars / rate calculation etc., to be verified.
- f) Check clearing facility of SAP is used for clearing of Advance R.O with cash sales Invoice on month-wise.

## **7. Sales Invoices**

- a) Sales invoices are scrutinized in respect of sales terms, which are approved by the management and whether the same has been adhered to. The sales invoices can be viewed in ZSD005.
- b) The invoices are checked to see whether all columns in respect of mode of delivery, product code and discounts applicable if any, payment details have been entered.
- c) To check some invoices, at random, for the date of issue of the invoice with the actual date of lifting from warehouse stock reports. If delay is observed the same is reported.
- d) To check reason of cancellation of Invoices and approval of Competent Authority.
- e) Verify the pricing terms, trade terms in SAP T-code VK13.
- f) To check delay in cancellation and preparation of new Invoice. If delay in days is substantial between the two, the same has to be reported.
- g) Verify for huge quantity of sales just prior / after to price increase / decrease.
- h) To check reason of cancellation of Invoices and approval of Competent Authority.

## **8. Verification of Bank Guarantees**

- a) To check the Bank Guarantees obtained from Stock Point Dealer (SPD) for security against stocks stored and verify date of purchase of stamp paper and compare with the date of entering into agreement so as to ensure that the agreement has been entered within six months from the date of purchase of stamp paper.

- b) To check the Bank Guarantees whether all the clauses have been included which are as per our standard format.
- c) To check and verify whether the finance department has obtained the confirmation of issue of bank guarantees from the respective bankers.
- d) To check the Bank Guarantees, whether the claim period has been allowed for six months from the date of expiry of the guarantee.
- e) To check whether stocks are stored in SPD without a valid Bank guarantee.

#### **9. Verification of Dealership Agreement / SPD Agreement**

- a) To check the dealership /SPD agreements and compare with the list of dealers to see whether agreements have been entered with all the dealers.
- b) The agreements are checked, to ascertain whether all the clauses have been incorporated as per our standard formats and whether both the parties have properly filled all the columns with initials in the margins.
- c) To check whether the names and addresses of the witnesses and the signing parties have been given. In case discrepancies are found for the above points, the same are reported for rectification.
- d) To check whether the SPD are appointed as per the norms and terms and conditions circulated by the management.

#### **10. Checking of reports**

- a) Inspection report done by the Sales officers in SAP / manual – Frequency of inspection, any discrepancies noted in the inspection report / note in the Zonal / Depots. .
- b) To check the rake clearing committee reports with respect to the clearing of wagon.
- c) E-receipts to be encouraged.

#### **11. Godown Utilization**

- a) For ascertaining whether the godown are being utilized properly a statement showing opening stock, receipt, issue, closing and peak stock monthwise is to be obtained for some of the godowns, where the turnover of material is high.
- b) From the statement obtained it is ascertained whether the godown has been utilized considering the reservations. Wherever there is higher variation for over and underutilization, the same are brought to light so as the reservations can be done in a judicious manner to avoid payment of higher reservation charges in cases of overutilization and unnecessary payment of godown rent on account of underutilization.

#### **12. Sales Performance**

- a) To obtain a statement showing season wise / Zone wise sales along with targets and achievements compared with previous year's figures.
- b) To check whether the sales have increased or decreased with respect to previous year. In case performance is poor the reasons for the same are obtained from the concerned Zonal manager and are reported for necessary action.

#### **13. Voucher verification**

While verifying the vouchers the following points are to be checked.



- a) Whether proper classification of expenses i.e. Capital and Revenue has been done.
- b) Whether the payments are released with competent authority's approval.
- d) Whether payments have been released within the budget provisions.

#### **14. Credit / Debit Notes**

1. To see the credit notes are auto generated in SAP, if not check arithmetical accuracy of the calculations.
2. To check whether the quantities for which rebates are given in credit notes have been confirmed from the stock reconciliation.
3. To check whether the rebates allowed in credit notes are as per the approved sales terms.
4. To check whether the accounting entries passed for issue of credit notes have been done correctly and whether the same has been credited to individual party's accounts.
5. To check and analyze whether any debit notes were raised for reversal of wrong credit notes and vice-versa.

#### **15. Marketing Cost**

1. To obtain the statement of marketing cost of the current period and marketing cost of the past year for the corresponding period.
2. To compare and check whether there has been much variation in the cost between both the periods and analyze the reasons for increase /decrease in the marketing cost.
3. To study the marketing cost vis-à-vis sales performance of the area and ascertain the causes for increase, if any.
4. To ascertain whether marketing cost was taken into account correctly for arriving at margin for working out various rebates.

#### **16. Sales & Debtors**

1. Documents like Invoices, Delivery Challan, Cancelled Invoices, reasons for cancellation, delay in creation of Invoices should be checked and investigated.
2. Check the quantity of goods dispatched and quantity of goods Invoices before monthly closing.
3. Check the arrangement made for stock transfer between Units as per DOP.
4. Check prices on invoices are as per approved pricing.
5. Check clearing of Invoices with receipt of payments on monthly basis in SAP.
6. Check system of issuing credit notes.
7. Check Customer balance are reconciled half-yearly with parties.
8. Check classification of debts for a period exceeding 6 months, other debts and provision for doubtful debts.

#### **17. OTHERS**

- i) Regular review of the entire operations of the ASC / SPD / CWC / SWC etc.,
- ii) Highlight significant areas of weakness in the existing policies and procedures recommend changes where applicable.
- iii) Determine whether adequate controls are in place, whether they are operating effectively and recommend desired improvements.

iv) The Audit will also identify areas where further improvement in systems or processes is required.

v) The Internal Auditor should report on the payment status of statutory dues.

In addition to the above, system anomalies (including SAP ERP) and / or serious observation (like shortage in physical stock found out during physical verification etc.) which requires Management attention for corrective action to be reported immediately.

The above scope of work is not exhaustive, which may change according to the requirement of the Management.

**Attachment - 3**

Report No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**DRAFT INTERNAL AUDIT REPORT**

**INTERNAL AUDIT REPORT FOR THE QUARTER ENDED .**

**PART III**

<b>STATE</b>	
<b>ZONE</b>	
<b>ASC/SPD/CWC/SWC/PRIVATE GODOWN</b>	

<b>Name of Office/ Godown Inspected</b>	
<b>Controlling officer</b>	
<b>Designation</b>	
<b>Auditee</b>	
<b>Designation</b>	
<b>Name of the Audit Officer</b>	
<b>Designation</b>	
<b>Audit period</b>	
<b>Audit date</b>	
<b>Whether last audit observations have been replied fully</b>	
<b>Name of Auditor</b>	

**PART II**

<b>Area covered</b>	1. Registers 2. Agreements (Godown/Hire/Rental) 3. Physical Verification of Stock (Atti wise details to be enclosed) 4. Billed stock dealerwise details on the date of audit. 5. Cash & Fixed assets
---------------------	--

<b>Records verified</b>
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	Particulars	Total Nos	Nos verified	% of coverage
<b>A</b>	Godown Stock Register			
<b>B</b>	Sales & Stock Register			
<b>C</b>	Sales Invoices(Upto the date of Visit)			
<b>D</b>	Receipt of Materials (SDO invoice / Bill of Material)(Upto the date of Visit)			
<b>E</b>	Inspection Register			

<b>General observations</b>
-----------------------------

<b>A</b>	Accounting Procedures	
<b>B</b>	Maintenance of various prescribed registers	
<b>C</b>	Adequacy of existing system of internal controls	
<b>D</b>	Others	
Suggestions for improvements required, if any		
Whether suggestions have been offered to auditee		
whether suggestions are accepted / implemented		
whether all the checks mentioned in the audit manual have been made with respect to the audit		

Sl.No.	Particulars	OBSERVATIONS
<b>1</b>	<b>Maintenance of statutory register and status of updating</b>	
a)	Name of the statutory register maintained	1. Stock and Sales Register 2. Godown movement register 3. Inspection register
b)	Updation Status of the statutory registers	

<b>2</b>	<b>Stock balance</b>	
a)	Stock balance in SAP (Productwise) Qty in MTs.	
b)	Stock in stock register (Productwise) Qty in Mts	
c)	Physical stock in the godown (productwise) Qty in Mts	
<b>3</b>	<b>Stacking of stocks</b>	
a)	Stocks properly stacked in a countable manner	
b)	Stack cards are properly displayed and properly updated	
c)	Stack cards displayed in godown where stock has been kept	
<b>4</b>	<b>Imprest cash</b>	
a)	Imprest cash balance as per SAP	
b)	Difference noticed between physical cash and balance as per Manual cash book	
c)	Difference noticed between physical cash and balance as per SAP	
d)	Imprest cash denomination wise	
e)	Cash limit fixed	
f)	Cash balance exceeding the authorized limit (number of days)	
<b>5</b>	<b>Authorization to raise sale order</b>	
a)	Sales order raised only by sales officer	
b)	Deviations noticed	
<b>6</b>	<b>Collection of payment</b>	
a)	Collection from Dealers are through VAN mode only	
b)	Overdues from customers (if any) as on date of Audit	
c)	Legal case (if any) and present status of the cases	
d)	Short collection of amounts (if any) during the Audit period (ZFI024)	
<b>7</b>	<b>Abnormal sales if any immediately prior to price revision</b>	
a)	Major sales prior to price revision	
b)	Trend of sales during last 3 months	
<b>8</b>	<b>Storage capacity of godown</b>	
a)	Storage capacity of godown	
b)	Condition of the godown	
c)	Adequacy of fire safety measures	
d)	No.of locations	
e)	In case of lease, period of lease, expiry of lease, format of lease agreement, adequacy of stamping and lease deed entered by whom	
f)	Size of the godown area	
g)	Agreement copy for godown	
h)	Permanent godown or temporary godown	
<b>9</b>	<b>Hire charges of office / Temporary/permanent godown</b>	

a)	Hire charges	
b)	Agreement copy	
c)	Validity of the agreement	
d)	Location of Godown (SAP CODE OF THE STORAGE LOCATION)	
<b>10</b>	<b>Physical Verification of Fixed Assets and comparison with the SAP Fixed Assets Register.</b>	
a)	Difference between fixed assets shown in SAP and fixed available on physical verification	
b)	Condition of the fixed assets	
c)	Details of damaged assets or unusable fixed assets	
d)	Accounting treatment of the above damaged assets or unusable fixed assets	
e)	Whether Asset Identification Number (AIN) is there on all Fixed Assets and whether it is in agreement with the SAP Fixed Asset Register	
<b>11</b>	<b>Damaged stock/ Blocked stock</b>	
a)	Details of damaged stock stored in godowns	
b)	Details of blocked stock stored in godowns	
c)	Details of shortage/ damaged stock not entered in blocked stock	
d)	Details of shortage recovery from the contractor's bill	
e)	Proposals forwarded to HO (Marketing) for write off the shortage quantity	
<b>12</b>	<b>Inspection register maintenance and adverse remarks if any</b>	
13	All transactions pertaining to ASC/SPD/SWC/CWC/Private godown only booked under the above Cost Centre	
14	Monthly Godown Occupancy report	
<b>15</b>	<b>Verification of Expenditure</b>	
a)	Observations with respect to nature of expenses, correctness of accounting, authority for payment and supporting documents	
<b>16</b>	<b>POS acknowledgement / Subsidy claim</b>	
a)	Productwise pending POS acknowledgement (to be collected from the respective Zonal office)	

## FACT MARKETING GODOWN OCCUPANCY REPORT

### Details of physical verification of the FACT stock at

Name of storage location	
SAP Code of storage location/plant	
Capacity of the storage location	
Capacity utilized at the time of verification	
Percentage of capacity utilization	
Status of Godown	
Godown hire period	
Godown agreement period	
Godown Rent (monthly) payable as per agreement	
Godown Rent (monthly) paid	
Physical stock as on date of the Audit	Details in Annexure A
Whether all the stocks are stacked in a countable manner, if not give the details	
Whether updated stack cards are displayed on each stack, if not give the details	
Whether the godown is properly maintained, if not give the details	
Details of damaged and unsalable stock (if any)	
Details of stock unmoved for a long period (if any)	
Details of any other item (other than fertilizers) stocked in the godown (if any)	Details in Annexure B
-	
Name of the Depot Officer	
Name of the Sales Officer	

Particulars	
Date of verification	
Verified by	
Name and Signature of the Auditor	

**Annexure A : Details of productwise stocks in the godown**

Date of visit	Time of Visit	Product Name	Product Code	Stock balance as per SAP	Stock balance as per physical verification	Unit of Measurement	Remarks, if any
		FACTAMFOS	680701006				
		FACTAMFOS	680701007				
		A/SULPHATE	680702006				
		MOP	680705002				

**Annexure B : Details of any other item (other than fertilizers) stocked in the godown (if any)**

1. Audit Scope/Area of transactions covered in the Audit and extent of verification/sampling technique:  
(Actual area covered may be indicated here, in brief even if there is no observation. If required, separate sheet may be attached)

S. No.	Particulars/ Area Audited	Scope and extent covered as per scope defined	Draft Audit Observations
1			
2			
3			
4			
5			

2. Methodology and process of Audit employed:
3. Brief of the Internal Control Systems/Procedures examined for its adequacy, short comings /weaknesses/appreciable points observed and suggested measures/viable solutions suggested:
4. Constraints in conducting the Audit :

Final Audit report, executive summary and significant observations indicating there in the financial implication and risk category (High/Medium/Low) will be given after receipt of replies from the Auditees (Attachment 4 and 5):

(Signature)  
Name & Address of the Auditors/Firm



**Attachment-4**

Report No. \_\_\_\_\_

Dated: \_\_\_\_\_

**Final Audit Report and Executive Summary of the Internal Auditors of  
\_\_\_\_\_ (Unit/Office) for the Period \_\_\_\_\_ to \_\_\_\_\_.**

Sr. No	Audit Queries / Observations	Internal Auditor's Comments/Suggestions with Financial implication	Final Grading of Risk (High / Medium/Low)	Reply by the Auditee Unit/Office

Signature  
Name & Address of the Auditors/Firm

**Attachment-5**

File No. \_\_\_\_\_ Dated: \_\_\_\_\_

Head of Internal Audit Department,  
FACT

Subject: Significant Observations of Internal Audit in respect of  
\_\_\_\_\_ (Unit/Office) for the period \_\_\_\_\_ to \_\_\_\_\_

Sirs,

We have conducted the Internal Audit of \_\_\_\_\_ (Unit/Office) for the period  
\_\_\_\_\_ to \_\_\_\_\_. The significant points observed during the Audit are  
indicated below for kind information and necessary action:

Sr. No	Audit Queries/ Observations given	Internal Auditor's Final Comments / Suggestions with Financial implication	Grading of Risk (High/Medium/Low)	Reply by the Auditee Unit/Office
1				
2				
3				
4				

Thanks,

Yours faithfully,  
(Signature)  
Name & Address of the  
Auditors/Firm

**Annexure -E**

Application form for Internal Audit Assignment  
(Please strike off whichever is not applicable)

Sr. no.	Particulars	Details		
1.	a)	Name of the firm (in Capital letters)		
	b)	Address of the Head Office		
	c)	Name of the Senior Partner, who shall issue/sign the Internal Audit report.		
	d)	Telephone Number		
	e)	E-mail address		
	f)	PAN of the firm		
	g)	GST No.		
2.	Firm Registration No. (As Issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India)			
3.	Date of Incorporation (as per certificate issued by Institute).			
4.	Number of full Time Partners of the firm as on date of tender (Please fill up Annexure-E1)			
5.	Number of qualified Chartered Accountants / Cost Accountant Employed with firm (Please fill up Annexure-E2)			
6.	Number of Semi-qualified Assistants (Please fill up Annexure-E3-A) Number of Audit staff / Assistants / Article Assistants (Please fill up Annexure-E3-B)			
7.	Whether the firm has experience of statutory/Internal Audit assignment in at least 5 manufacturing / Marketing Companies in last 6 years (Registered Under Companies Act) as on date of tender– (If yes, please fill up details at Annexure-E4)		Yes	No

(Name & Signature of Managing/senior partner of the firm with seal)

Annexure –E1

Firm's Name \_\_\_\_\_

Details of Full Time Partners of the Firm as on date of Tender.

(Please refer to Sl. No.4 of the application form at Annexure E)

Sl. No.	Name of the Partner	Membership No.	Whether Associate/ Fellow member	Additional Qualification CISA/DISA/etc.	Date of joining the Firm as Partner Full time)

- Please attach a self-attested copy of the Membership certificate in support of above.

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E2

Firm's Name \_\_\_\_\_

Details of Qualified Chartered Accountants/Cost Accountants employed with the firm as on the date of Tender.

(Please refer to Sl. No.5 of the application form at Annexure E)

S.No.	Name of the Chartered Accountant/Cost Accountant	Membership No.	Whether Associate/ Fellow member	Additional Qualification CISA/DISA/etc.	Date of joining the firm (Full time)

- Please attach a self-attested copy of the Membership certificate in support of above.

(Name & Signature of Managing/senior partner of the firm with seal)

Annexure –E3-A

Firm's Name \_\_\_\_\_

a. Details of Semi-qualified Assistants as on date of Tender

(Please refer to Sl. No.6 of the application form at Annexure E)

S.No.	Name	Qualification	Date of joining the firm (Full time)

Annexure –E3-B

b. Details of Audit Staff / Assistants / Article Assistants as on date of Tender

(Please refer to Sl. No.6 of the application form at Annexure E)

S.No.	Name	Qualification being studied or completed	Date of joining the firm (Full time)

(Name & Signature of Managing/ senior partner of the firm with seal)

Firm's Name \_\_\_\_\_

List of Firm's experience of Statutory /Internal Audit assignment in at least 5 manufacturing / Marketing companies in last 6 years (Regd.Under companies Act), as on date of Tender.

(Please refer to Sl. No.7 of the application form at Annexure E)

S.No.	Year of Audit	Name of the Company	Type of Audit Statutory/Internal

Please attach the copies of work order/letter placed by above companies on the firm's name along with copies of relevant documents supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

**Undertaking**

I \_\_\_\_\_, the Managing Partner/Sr. Partner of M/s \_\_\_\_\_, Chartered Accountant/ Cost Accountant firm do hereby verify and declare:

- i) That the particulars given under Annexure E and related Annexures enclosed are complete and that if any of the statements made or the information so furnished in the application form is later found to be in-correct or false or there has been suppression of material information, the firm would not only stand disqualified from award of job but would be liable for disciplinary action under relevant Acts.
- ii) That the firm or partners has not been debarred or disqualified or cautioned by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India during the last three years. (If debarred/disqualified, give details).
- iii) That the constitution of the firm as on date of tender shown in the application is same as that in the constitution certificate issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.
- iv) That the information obtained in respect of FACT will be maintained in strict confidence and secrecy.

(Signature of Managing/ senior partner of the firm with seal)

Firm's Name \_\_\_\_\_



**LIST OF DOCUMENTS ATTACHED**

S. No.	Name of Document	Document attached		
		Yes	No	At Page No.
1.	Duly signed with seal towards acceptance - Annexure A			
2.	Duly signed & stamped copy of Annexure B- Declaration Sheet			
3.	Duly signed & stamped copy of Service Tax Registration Certificate / GST No. (ST-2)			
4.	Duly signed & stamped copy of PAN Card (in the name of the Firm)			
5.	Duly signed & stamped copy of Application form for Internal Audit Assignment as per Annexure E			
6.	Duly signed & stamped copy of Annexure F - Undertaking Sheet			
7.	Duly signed & stamped copy of Annexure – E1 to E3 stating Particulars of partners, qualified Chartered Accountants / Cost Accountants and Article assistants / Audit staff, along with Membership Certificate copies of partners, qualified Chartered Accountants / Cost Accountants.			
8.	A copy of incorporation certificate issued by Institute of Chartered Accountants of India/Institute of Cost Accountants of India.			
9.	A copy of Firm’s constitution certificate of firm issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India to the firm containing inter-alia, the details of partners as on date of tender.			
10.	Duly signed & stamped copy of Annexure E4, (stating company-wise experience of having audited 5 companies)			

(Note: All the above documents should be signed, certified, page numbered and properly tagged. FACT owns no responsibility for the loss of any documents which are not properly tagged along with the application or documents sent subsequently in piecemeal.)

(Signature of Managing/senior partner of the firm with seal)



## GENERAL CONDITIONS OF CONTRACT

Tender no. 01021/2024-  
2025/E30042

Job: Outsourcing of internal audit work of Marketing outside offices/ godowns.

### CONTENTS

1. CONTRACTOR TO INFORM HIMSELF
2. RATES
3. ISSUE OF MATERIALS BY COMPANY (FACT)
4. EMD, SECURITY DEPOSIT AND MAINTENANCE PERIOD
5. TIME OF COMPLETION AND COMPENSATION FOR DELAY
6. PAYMENTS:
7. GST:
8. EXTRA ITEMS:
9. SAFETY AND SECURITY:
10. TERMS OF ENGAGING LABOUR:
11. TECHNICAL SUPERVISOR:
12. DISPUTES:
13. EMERGENCY:
14. DAMAGES:
15. TEST EQUIPMENTS
16. ENVIRONMENT MANAGEMENT
17. AGREEMENT
18. FRAUD PREVENTION POLICY
19. SUB LETTING

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## GENERAL CONDITIONS OF CONTRACT

Tender no. 01021/2024-  
2025/E30042

### 1. CONTRACTOR TO INFORM HIMSELF

- 1.1 The Contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage. Additional information may be collected from the Plant Manager / Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, Schedules, drawings, Special Conditions and all other attachments. PAN No \_\_\_\_\_ & GST No \_\_\_\_\_ (To be indicated by the Tenderer)

### 2. RATES

- 2.1 The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required. The rates shall be firm till the completion of the work including extended period, if any, and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

### 3. ISSUE OF MATERIALS BY COMPANY (FACT)

- 3.1 Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.
- 3.2 Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.
- 3.3 The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, such amount will be recovered from Contractor/s bill as per book value or market rate whichever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.
- 3.4 Site shall be cleared on completion of the job and clearance shall be obtained from the site-in-charge of the work/concerned departments.

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## GENERAL CONDITIONS OF CONTRACT

Tender no. 01021/2024-  
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### 4. ~~EMD, SECURITY DEPOSIT AND MAINTENANCE PERIOD:~~

~~4.1 All bidders except those specifically exempted shall furnish Earnest Money Deposit as specified in the NIT. The EMD for the work shall be remitted by RTGS / NEFT to the account mentioned below. After remittance, scanned copy of the UTR Number shall be uploaded along with the offer. On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released. No interest shall be paid on EMD.~~

~~4.2 Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts. / firms, public sector units, MSE units registered under MSMED Act (subject to Declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid). Also EMD is exempted for government departments/PSUs /Khadi board/ registered labour contract cooperative societies, etc. as per applicable govt. directions, on submission of valid documents in proof of the same~~

~~4.3 **The Security Deposit** for the work shall be **10 %** of the Work Order value and the Contractor shall remit it to the Company account as detailed below through RTGS / NEFT or furnish a Demand Draft / Bankers cheque for the amount in favour of FACT Ltd, payable at Udyogamandal or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.~~

~~Account Type : Cash Credit  
Account No : 57017844467  
IFS CODE : SBIN0070158  
Name of Bank : State Bank of India  
Branch : Udyogamandal  
District : Ernakulam  
State : Kerala~~

~~Defects noted in the work during the Guarantee/Maintenance period, if any, due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. **The S.D. will be released only on completion of the Guarantee/Maintenance period, if any, as specified in the special terms & condition of the contract, provided the contractor has cleared all dues and rectified defects, if any.**~~

### 5. TIME OF COMPLETION AND COMPENSATION FOR DELAY:

5.1 The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.

5.2 Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in

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## GENERAL CONDITIONS OF CONTRACT

Tender no. 01021/2024-  
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performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning, epidemic or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor

- 5.3 If the work is delayed due to reasons attributable to the Contractor, compensation for delay shall be recovered from the Contractor at the rate of 1/2 (Half percent) of the Contract Value per WEEK/Day of delay, subject to a maximum of 7.5% of the contract Value.
- 5.4 If in the opinion of the Engineer-in Charge, the works are unduly delayed, COMPANY (FACT) shall have the right to get such delayed items of work executed through any other Agency of its own choice at the risk and cost of the Contractor

### 6. PAYMENTS:

- 6.1 Payments shall be as per the Special Conditions of Contract.
- 6.2 Final Contract Price will be paid after completion of work in all respects and taking over by COMPANY(FACT), clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, income Tax, any other amount due to COMPANY(FACT) etc.

### 7. GST

The rate quoted by the Vendor for all the works as per this tender /WO shall be exclusive of applicable GST. GST, if applicable for the work as per any statutory notification, shall be extra. 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.

I. FACT's Provisional ID in the state of Kerala is 32AAACT6204C1Z2.

II. The supplier/contractor shall confirm the following:

- a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
- b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.

III. GST charged by the supplier/contractor shall be released separately to the

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## GENERAL CONDITIONS OF CONTRACT

Tender no. 01021/2024-  
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supplier/contractor only after filing of:-

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

IV. 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

V. 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.

### 8. EXTRA ITEMS

8.1 If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Plant Manager / Engineer-in-Charge. The rates for such items will be worked out in the following manner:

- i) Derived from similar items in the Contract.
- ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or
- iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus 10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Plant Manager / Engineer-in-Charge as and when such expenditure occurred.

### 9. SAFETY AND SECURITY

9.1 The Contractor shall strictly observe all safety precautions and Security regulations of COMPANY (FACT) and shall comply with the instructions of the Plant Manager / Engineer-in-Charge or his deputies in this regard. The contractor shall strictly follow all safety regulations laid by Safety Department. Precautions regarding use of electrical equipments, chemicals etc., shall be strictly followed during execution of the work.

### 10. TERMS OF ENGAGING LABOUR:

10.1 CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.

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- 10.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- 10.3 Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- 10.4 The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer, such expenditure/loss shall be realized from the Contractor.
- 10.5 CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 10.6 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 10.7 Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid

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personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.

- 10.8 The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- 10.9 The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.
- 10.10 The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- 10.11 All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- 10.12 The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- 10.13 The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.

- a. Copy of Age proof
- b. Police clearance certificate

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- c. Copy of bank pass book
- d. Copy of Aadhar
- e. Two copies of passport size photographs
- f. Duly filled application for ESI & PF enrolment.

- 10.14 The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.
- 10.15 The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- 10.16 If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- 10.17 The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

### 11. TECHNICAL SUPERVISOR:

- 11.1 The Contractor shall appoint a full time Technical Supervisor as required and approved by the Plant Manager / Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorized person of the Contractor shall be considered as instruction given to the Contractor. The Technical Supervisor or an authorized agency shall be available at Site during all working hour throughout the contract period to receive instructions from the Plant Manager / Engineer-in-Charge.
- 11.2 Material Specifications of works, measurements and any other condition not mentioned herein shall be as per relevant Indian Standard Specifications, Codes, Regulations, Laws, etc. or as directed by Plant Manager / Engineer-in-Charge. Tests if required before taking over of the work by COMPANY (FACT) shall be done by Contractor at his cost.
- 11.3 Single Phase Electricity and water if required for the work will be given free or cost at one point. The Contractor shall make his own arrangements for taking connection from that point.

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GST is applicable as per GST Act of Government of India

### 12. ARBITRATION/DISPUTES:

12.1 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

12.2 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.

### 13. EMERGENCY

13.1 In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Plant Manager / Engineer-in-Charge and no extra payment will be payable for such work carried out.

### 14. DAMAGES

14.1 The Contractor shall take care to see that none of the existing structures, fittings, other contractor's properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.

14.2 All scrap materials shall be transported to Material Conservation yard after weighing.

14.3 During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

### 15. TEST EQUIPMENTS

15.1 Contractor shall use only calibrated test equipment / instruments for the works and valid calibration / test certificates shall be available for all such instruments.

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**16. ENVIRONMENT MANAGEMENT:**

16.1 We are 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. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

**17. AGREEMENT:**

17.1 For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.

17.2 The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

**18. FRAUD PREVENTION POLICY:**

18.1 Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT Website [www.fact.co.in](http://www.fact.co.in)

**19. SUB LETTING:**

19.1 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of COMPANY (FACT). In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to COMPANY (FACT) for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or subcontracted perform the portion of WORK so sub-let or subcontracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

**OTHER TERMS AND CONDITIONS:** In case of any contradiction between Tender Conditions of the Contract and General Conditions of Contract or any other terms and conditions anywhere, **Tender Conditions** shall prevail.

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**FACT CORPORATE  
MATERIALS -  
CONTRACTS**

**ANNEXURE TO General  
Conditions**

**Tender no.  
01021/2024-  
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**ESI/PF CONTRIBUTION:**

1. 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 the 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 debaring from participation in future tenders.
2. 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.
3. 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.
4. 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'

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.

Statutory deductions towards Income Tax, TDS on GST etc., shall be made from the contractor's bills, as applicable.



**AGREEMENT FORMAT**

Tender no. 01021/2024-2025/E30042

Agreement shall be made on Rs. 200/- Non –Judicial Stamp Paper)

W.O. No dtd.

BETWEEN

THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, UDYOGAMANDAL AND

.....  
.....  
.....

For

.....  
.....

THIS CONTRACT made and entered into this the day of ..... by and between THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, a Company registered in India with Registered Office at Eloor, Udyogamandal P.O., Kerala State, hereinafter referred to as ‘OWNER’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns of the one part, and

.....  
.....  
.....

hereinafter referred to as ‘CONTRACTOR’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns, of the other part.

WHEREAS contractor submitted in response to invitation by Owner, tender for providing materials, labours, construction equipment and other related services and supervision thereof for the work first above mentioned in the title of this document and WHEREAS OWNER conveyed to CONTRACTOR vide Work Order No..... dt..... OWNER’s intention to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR accepted the same for a total amount of ` .....-( ` ..... Only).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the parties hereto as follows:

WHEREAS the contractor has agreed, subject to the conditions and specifications contained in the documents under Work Order No..... dt..... (hereinafter referred to as the said conditions) to execute the works shown upon descriptions in the said specifications and set forth in the schedule of items of works as the probable quantities and comply with the rate of progress as indicated in the statement Work Order No. .... dt..... for a sum of `..... ( ` .....Only) or such other sum high or low as may be arrived at by final measurement at unit prices.

Now these presents witness and it is hereby mutually agreed as follows:

1. In consideration of the payment of the said sum of `..... ( `..... Only).or such other sum high or low as may be arrived at by final measurement at unit prices, the contractor will upon and subject to the said conditions execute and complete the works as shown upon the said conditions and descriptions in the specifications and to the extent of the probable quantities shown in schedule of items of works with such variations by way of alterations or additions to, or deductions from the said works and method of payment therefore in the said conditions.
2. Time shall be considered as the essence of this agreement and the contractor hereby agreed to commence the work as specified in the said conditions and agrees to complete the work within .....Months from the date of Work to proceed notice.

It is hereby mutually agreed that the Work Order No.....dt..... the General and Special terms and conditions and the schedule, the scope of work and annexures thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

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.

Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the officers of the OWNER/empowered by the owner in this behalf.

IN WITNESS WHEREOF the parties thereto have executed this agreement by their duly authorised representatives on the day and year first above written.

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

Assistant General Manager - (Materials) Contracts.  
THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED,  
UDYOGAMANDAL

In the presence of witnesses:

1)

2)