

FACT MATERIALS	PROCUREMENT OF CURRY POWDER	ENQ NO.MM/151/30691
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## THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

(A Government of India Enterprise)

Materials Department, PD Administrative Building, Udyogamandal 683 501

Phone: 0484-2568232/2568646

### NOTICE INVITING TENDER

Tender No.MM/151/30691 dated 02-01-2025


Quotations are invited for supply of Curry Powder to FACT-UD Canteen, Udyogamandal and FACT CD Canteen, Ambalamedu as per the enquiry terms and conditions. The proposed contract shall be for a period of one year. The bidders may also refer the Special Terms and Conditions (Annexure-V) applicable for the proposed contract.

Please submit your quotation in TWO PARTS in a sealed envelope SUPERSCRIBING our Enquiry No. & due date and addressed to The Asst. Officer (Administration), Central Bid Registration Cell, FACT PD Administrative Building, Udyogamandal 683501. The bids shall be subject to acceptance of all the Special Terms & Conditions of Contract attached as Annexure-V.

- |                                               |   |                                                                                                                                                                                                                                                         |
|-----------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Quantity                                   | : | 1. Sambar Powder: 1,700 kg (900 kg for UD, 800 kg for CD)<br>2. Chilly Powder: 1,700 kg (1,000 kg for UD, 700 kg for CD)<br>3. Coriander Powder: 1,800 kg (1,100 kg for UC, 700 kg for CD)<br>4. Turmeric Powder: 500 kg (300 kg for UC, 200 kg for CD) |
| 2. Period of Contract                         | : | One Year (Tentatively from 17.02.2025)                                                                                                                                                                                                                  |
| 3. Earnest Money Deposit (EMD)                | : | Rs. 29,000/-                                                                                                                                                                                                                                            |
| 4. Security Deposit (SD)                      | : | 5% Contract value shall be paid by successful bidder on placement of Purchase Order.                                                                                                                                                                    |
| 5. Last date and time of submission of bids   | : | 17.01.2025 at 2:00 PM.                                                                                                                                                                                                                                  |
| 6. Date and time of opening of part A of bids | : | 17-01-2025 at 2:30 PM.                                                                                                                                                                                                                                  |

**BID System:**

Bids shall be submitted on a Two-Part basis, as detailed in the Instructions to Bidders attached with the tender documents (Clause 10.3 of ITB).

Prepared by:	Checked by:	Approved by:	
EQUIPMENT STORES AND SPARES (ESS-III)		THE FERTILISERS AND CHEMICALS TRAVANCORE LTD	

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For the Fertilizers And Chemicals Travancore Limited


Manager (Materials)

**List of Enclosures:**

- |                                              |   |                 |
|----------------------------------------------|---|-----------------|
| 1. Pre-qualification criteria                | : | Annexure - I    |
| 2. Instructions to Bidders (ITB)             | : | Annexure - II   |
| 3. EMD Remittance Form                       | : | Annexure - III  |
| 4. Information About Bidders                 | : | Annexure - IV   |
| 5. Special Terms and Conditions              | : | Annexure - V    |
| 6. Standard Terms and Conditions of Purchase | : | Annexure - VI   |
| 7. Proforma of Bank Guarantee for SD         | : | Annexure - VII  |
| 8. Agreement                                 | : | Annexure - VIII |
| 9. Checklist                                 | : | Annexure - IX   |

**Notes:**

- Before submitting the bid, the bidder shall familiarize themselves about the details of the work, operating conditions, etc., collect all necessary data regarding the facilities available at FACT Udyogamandal Complex (UC) and satisfy themselves on all aspects relating to this work which has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of whose contractual obligations or demand for increase in rate, in case a contract is awarded.
- In case more than one bidder becomes L1, the contract will be finalized based on revised lower rates which will be obtained from the L1 bidders. However, bidders will not be allowed to increase their earlier rates quoted in the revised bid submitted by them as above.
- Any information on nature of work, if required by the bidders, can be clarified from the Welfare Officer or the authorized representative, Welfare Department, FACT(UC) @Tel: 0484-2567237. For any clarification on this enquiry, Senior Manager (Materials) ESS-III/Asst. Manager (Materials)ESS-III (Tel:256 8232/256 8646), Materials Department, FACT Ltd., PD-Administrative Building, Udyogamandal may be contacted. The bidders are advised to duly get themselves informed of all the details they require before submitting their bids.
- For all correspondence on all matters regarding this enquiry, please indicate the above Enquiry No. MM/151/30691 dated 02-01-2025.

Prepared by:	Checked by:	Approved by:	
EQUIPMENT STORES AND SPARES (ESS-III)	 THE FERTILISERS AND CHEMICALS TRAVANCORE LTD		



## PRE-QUALIFICATION CRITERIA

Annexure - 1

Sl. No	Pre-Qualification Criteria(PQC)Conditions	Documents to be submitted along with bid.	Bidders compliance
1	The bidder must have supplied a minimum of 4560 kg of curry powders (Chilly Powder/ Coriander Powder/ Turmeric Powder/ Sambar Powder) during the last three years.	Copy of work order and tax invoice or delivery challan	
2	Bidder should possess valid regulatory certificates from Food Safety and Standard Authority of India and AGMARK Certificate ensuring compliance with quality standards set by the Director of Marketing and Inspection, Government of India.	Copy of valid regulatory certificates from Food Safety and Standard Authority of India and AGMARK Certificate ensuring compliance with quality standards set by the Director of Marketing and Inspection, Government of India.	
4	a) Average annual turnover of the bidder for the last three financial years ending on 31-03-2024 shall be Rs. 23,21,000 or above  And  b) Annual turnover for each year shall be minimum Rs. 3,50,000 during the last three financial years ending on 31-03-2024	Copies of audited financial statements (Profit & Loss Account and Balance Sheet) for the last three financial years ending on 31-03-2024 (2021-22, 2022-23 & 2023-24)	

Note:

- 1) All relevant documents for satisfying the pre-qualification criteria shall be enclosed in the techno-commercial bid, without which the offer is liable to be rejected without seeking further clarifications. FACT shall have the liberty to verify the documents/data submitted by the vendor as proof for meeting the pre-qualification.
- 2) Pre-Qualified bids will only be considered for Technical Evaluation.
- 3) Submission of authentic documents for meeting the above technical/financial criteria is the prime responsibility of the Bidder. Wherever FACT has concern or apprehension regarding the authenticity/ correctness of any document, FACT reserves the right of getting the documents cross verified from the document issuing authority.
- 4) IMPORTANT: In case of ambiguity or incomplete or non-submission of required relevant documents along with bid, FACT reserves the right, at its option, to reject the Bidders Bid without assigning any reason and without notice.
- 5) Copies of the documents submitted in proof of meeting PQ criteria shall be duly attested by bidder.

ITB-M-R07;17-08-2024

**INSTRUCTIONS TO BIDDERS****1. INTRODUCTION**

- 1.1. Bidders shall study carefully the complete enquiry documents viz. Notice Inviting Tenders, Technical Procurement Specifications, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BoQ), Bank Guarantee formats etc., as applicable to the Enquiry.
- 1.2. Eligibility for quoting shall be as per the provisions of the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto.
- 1.3. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee constituted by Deptt. for Promotion of Industry and Internal Trade (DPIIT), Govt of India (GoI). This applies to any sub-contractor engaged by the bidder also. The bidder shall enclose a certificate to this effect in their bid along with copy of such registration, if applicable.
- 1.4. The provision under 1.3 above will not apply to bidders from those countries (even if sharing land border with India) to which GoI has extended lines of credit or in which the GoI is engaged in development projects.

**2. EARNEST MONEY DEPOSIT (EMD):**

- 2.1 EMD, if specified in the Enquiry / NIT, shall be remitted through the "State Bank Collect" portal using the link given below:  
  
[https://www.onlinesbi.sbi/sbcollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://www.onlinesbi.sbi/sbcollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)
- i. The link is also available on our website, [www.fact.co.in](http://www.fact.co.in), under the **Tenders** tab as 'EMD/Security Deposit Payment.'
- ii. 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 thereon shall be uploaded along with the offer submitted online.
- iii. EMD shall also be remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid.

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

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.

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

- 2.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts./firms/public sector units / Startups recognised by Dept. of Industrial Policy & Promotion, GoI / MSE units registered under MSMED Act / firms registered under NSIC/Khadi Board etc. as per applicable govt. directives, on submission of valid documents in proof of the same.
- 2.3 If the bidder retracts from or without request of FACT revises his bid within the validity period of the bid, the EMD shall liable to be forfeited without prejudice to FACT's other rights to claim damages.
- 2.4 EMD of the bidder whose bid is accepted and order / contract is awarded will be adjusted against Security Deposit (SD) to be remitted or refunded after the remittance of SD as per the terms and conditions of the Contract.
- 2.5 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages
- 2.6 EMD of the unsuccessful bidders shall be refunded immediately after the contract is finalized.
- 2.7 No interest shall be paid on the EMD.
3. **PRE-QUALIFICATION**
- 3.1 The bidders shall meet the pre-qualification criteria prescribed, if any, for the tender. The bids of such bidders who meet the pre-qualification criteria will only be considered for evaluation and ordering.
- 3.2 Bidders shall submit self-attested copies of supporting documents as specified in the enquiry, failing which such bidders are liable to be considered not meeting pre-qualification criteria and their bids will not be considered further for evaluation and ordering.

- 3.3 Except in the cases of items / services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups recognised by Dept. of Industrial Policy & Promotion (DIPP), subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of the such recognition by DIPP.
- 3.4 FACT may relax conditions of prior turnover and prior experience with respect of Micro and Small Enterprises – MSEs (Ref Cl. 14.2.1 & 14.2.2 below), if specified in the enquiry / pre-qualification criteria for bidders, subject to meeting of quality and technical specifications.
4. The vendor shall confirm their adherence to technical specifications and other terms and conditions of the enquiry documents forming part of this enquiry by furnishing duly filled in Compliance Statement. Deviations to the enquiry terms and conditions, if any, shall be specified therein.
5. Technical Brochures, if any, of all items quoted shall be attached along with the offer. Detailed instruction manuals should accompany supply of items.
6. The approximate weight and size of the offered items shall be indicated in the bid.
7. Transit insurance shall be in the scope of FACT, unless specified otherwise.
8. The payment term offered shall be as specified in the enquiry. Unless otherwise specified, the payment term shall be 100% after receipt and acceptance of the items at FACT Stores.
9. If the situation so warrants, the purchaser reserves the right to accept any part of the offer or portion of the quantity offered and the bidder shall supply the same at the rate quoted.
10. **SUBMISSION OF BIDS**
- 10.1 Bids shall be submitted in two parts or in single part as specified in the Enquiry.
- 10.2 Bids shall be neatly typewritten or printed in English language, without any over writings.
- 10.3 **TWO PART BIDDING**
- Bids shall be submitted in two parts, if specified in the Enquiry, as follows:

10.3.1 **PART-A: PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID.**

A sealed cover, supercribed "PART A - PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain the following, as applicable, but **WITHOUT ANY MENTION OF THE PRICES:**

- i. EMD Instrument / claim for exemption with supporting documents.
- ii. Pre-qualification format duly filled in along with self-attested copies of supporting documents as specified in the enquiry or claim for exemption as per Cl. 3.3 above with supporting documents.
- iii. Techno-Commercial Offer.
- iv. Drawings, technical specifications, data sheets, catalogues/technical brochures etc. as per Enquiry, as applicable.
- v. Technical Check-List duly filled in.
- vi. Compliance Statement duly filled in.
- vii. UN-PRICED PRICE BID duly filling all relevant columns for P&F, taxes, duties and any other charges, as applicable, as percentage of the basic price quoted, but without mentioning prices. Against each line item the bidder shall mention 'QUOTED' or 'NOT QUOTED' as the case may be.

10.3.2 **Part-B: PRICE BID**

A sealed cover supercribed "PART B – PRICE BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain Price Bid with all relevant information such as basic price, P&F, taxes, freight etc. as called for each line item.

- 10.3.3 The price bid shall be submitted strictly in the format, if any, attached with the enquiry, failing which the offer is liable to be rejected.
- 10.3.4 Please fill-in all the relevant fields. Blank fields in the price bid format 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.
- 10.3.5 Bidders shall quote the unit prices strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The Price Basis shall be indicated in Part-A and the break-up of all expenses shall be furnished in Part-B to facilitate evaluation. The prices shall be firm without any escalation on any account till the order is completely executed.

**10.3.6 The prices shall be quoted only in Part B**

10.3.7 Part A and Part B with the appropriate markings as above shall be enclosed in an outer cover superscribed with Enquiry No., Due Date and name and address of the bidder.

**10.4 SINGLE PART BIDDING**

Bids shall be submitted with all the documents as specified in Part-A & Part B above in a single sealed envelope superscribed with Enquiry No., Due Date and name and address of the bidder.

10.5 The sealed envelope containing the bid shall be addressed to: **The Administrative Officer, PD Administrative Building, FACT Ltd., Udyogamandal P.O., Kochi, PIN 683501, Kerala, India. Phone: 0484 256 8330, 256 8630**

10.6 Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The **bids received at the above address after due date and time are liable to be rejected.**

**11. GOODS & SERVICE TAX (GST)**

11.1 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2. The bidder shall furnish the following details in the offer:

- i. Place of supply
- ii. Address of the supplier billing the item if it is different from (i) above.
- iii. GST rates applicable for each item / service.
- iv. HSN / SAC codes applicable for each item / service.

11.2 In the case of unregistered supplier, a declaration to that effect with reasons thereof shall be furnished.

11.3 In the event of an order, the seller shall

- i. submit GST compliant tax invoice to FACT along with supply and ensure uploading the same as per statute in the prescribed time limit and
- ii. file monthly returns in time enabling FACT to claim input tax credit.

11.4 Deleted

11.5 In case FACT incurs any loss or liable for any 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.

11.6 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.

**12. OVERSEAS VENDORS**

Overseas vendors shall note the following while quoting:

12.1 Vendor shall quote CFR Cochin (Kochi), India basis.

12.2 Shipping terms referred to shall be governed by the definitions of latest INCOTERMS.

12.3 Please mention the Country of Origin, location of works, shipping point(s) / port of shipment and Banker's address in the offer.

12.4 Seller shall be responsible for all taxes, duties and levies chargeable to export of goods in the country of origin and / or upto Port of Shipment / Gateway Airport. All taxes and duties in India shall be borne by FACT, excluding those for free replacements due to short shipment / guarantee failure etc.

12.5 Agency commission, if any, shall be clearly indicated in the offer with full address of the Indian Agent. The rate of agency commission, included or payable extra is to be clearly indicated in the offer and shall be shown separately in the Invoice also. Agency commission shall be paid in Indian Rupees.

**13. BID OPENING**

13.1 The bids of all bidders (only Part-A in the case of two part bidding) who submit their Bid by the due date and time shall be opened at the office of the Central Bid Registration Cell (CBRC), PD Administrative Building on the specified bid opening date & time in the presence of the bidders who have submitted the bids against the enquiry or their authorised representatives present.

13.2 In the case of Two Part bidding, Part-B - Price Bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. Price bid opening date & time shall be intimated to the qualified bidders.

**14. PURCHASE PREFERENCE:**

14.1 FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing

Government Policy/rules.

**14.2 MSE UNITS**

14.2.1 Firms registered under MSMED Act shall be extended benefits under public procurement policy for MSEs and such other provisions effected by GoI from time to time, as applicable, (hereinafter called 'the Policy') including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.

14.2.2 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.

14.2.3 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.

14.2.4 The list of items as given in the appendix to the policy are reserved for exclusive purchase from MSEs. Procurement of items in this list will only be from MSEs and will be made from other vendors (non-MSEs) only in case of no acceptable offer from MSEs.

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

**14.3 MAKE IN INDIA**

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

14.3.2 For the purpose of extending purchase preference as in Cl. 14.3.1 above, margin of purchase preference shall be 20% or as defined in the

above Orders, unless specified otherwise in the Enquiry.

14.3.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 14.3.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

14.3.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 14.3.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

14.3.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made

**15. DEVIATIONS:**

15.1 Bidders are requested not to deviate from enquiry terms & conditions as set out in the enquiry documents / enquiry, such as submission of security deposit, performance bank guarantee, delivery period and payment terms indicated in the enquiry. Offers with deviations in SD clause are liable to be rejected, unless specific exemption is available to any bidder by virtue of any valid govt. Notification / policy. Suitable price loadings shall be done as specified in the enquiry. No advance payment will be made.

**16. STANDARDS:**

16.1 All the Bids and correspondence, including but not limited to drawings, bill of materials, spare parts list, lubrication requirements, instruction booklets, etc, shall be in English language only.

16.2 Bidders shall quote/supply only acceptable makes of equipment/items as indicated in the enquiry, wherever applicable.

16.3 Where a brand name with the phrase 'Or Equal' has been used in the Enquiry, bidders may offer alternative equipment and materials, which have similar characteristics and provide performance and quality equal or superior to that of the specified brand. Supporting documentation shall be provided.

16.4 All weights and dimensions shall be in metric system only, unless otherwise specified in the

enquiry documents.

**17. BANK GUARANTEES:**

17.1 All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a nationalized / scheduled bank in India.

**18. COMPLETION PERIOD:**

18.1 The bidder shall quote completion period for supply and commissioning of the equipment / system (if specified in the enquiry) within the delivery period as required as per the enquiry documents, reckoned from the date of placement of Letter of Intent / Order.

**19. CONFORMITY:**

19.1 Bids must conform in all respects with the applicable Specifications, Drawings, Data Sheets, and the Terms and Conditions of this enquiry. Bidders must certify in the form of Compliance Statement that his bid complies with all Enquiry documents and Technical Specifications.

19.2 Bidders may offer alternate proposal (viz. his standard design), but in doing so, he must state all deviations and/or exceptions to the enquiry specification and the reasons thereof. However, FACT reserves the right to reject such alternate offers, without assigning any reason whatsoever.

19.3 Normally no deviations are accepted by FACT. If at all the bidder requires any deviations, the same shall be listed out specifically and enclosed with the enquiry as per Compliance Statement. Except for such deviations specifically listed out in the bid, all other terms and conditions in the enquiry form, drawings and Annexures shall be deemed to have been accepted by the bidder.

**20. EVALUATION OF QUOTATION**

20.1 Unless otherwise specified, the items / quantity in this tender are divisible in nature. i.e. price evaluation and comparison will be done item-wise and orders may be placed on more than one vendor, subject to technical and commercial feasibility, considering economy, user requirement and / or statutory obligations such as purchase preference to MSEs, purchase preference as per Make in India order etc.

20.2 Landed cost of items to be supplied including mandatory spares, operational spares and accessories services, etc. as specified in the enquiry, are considered for determining the L1 bidder. (Landed cost inter - alia, includes taxes, duties, freight, P&F charges, inspection charges

and any other additional charges to FACT's account)

20.3 All bids shall be compared in Indian Rupees. In case bids are in foreign currency (applicable to foreign bidders) the exchange rate as on the date of price bid opening will be considered for comparison.

20.4 Terms of payment: Interest charges shall be considered at the prevailing bank rate for payments not envisaged in the enquiry documents.

20.5 Other Deviations: Suitable loading will done for other deviations, if specified in the enquiry.

**21. PURCHASER'S RIGHT:**

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

**22. BID VALIDITY:**

22.1 The rates quoted by the bidder shall be valid for FACT's acceptance for a period of 90 days from the date of opening of Part-A bids.

**23. BLACK LISTED / VENDORS UNDER ENQUIRY HOLIDAY:**

23.1 Offers of vendors who are Black listed / put under Enquiry Holiday by FACT will not be considered.

**24. 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).

**25. CORRESPONDENCE**

Unless otherwise mentioned specifically, all correspondences relating to this enquiry shall be made in English referring the enquiry number and date, to:

The Senior Manager (Materials),  
Corporate Materials,  
Petrochemical Division Administrative Building,  
FACT Limited, Udyogamandal,  
Kochi-683501, India



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**Annexure III**

**DETAILS OF EMD REMITTANCE**  
**(TO BE FILLED AND SIGNED BY THE VENDOR)**

EMD shall be remitted through NEFT. UTR No./copy of the payment receipt shall be submitted along with the bid.

UTR NO.	
Remitted Amount	Rs.
Name of Remitter	
Date of remittance	

Bids not accompanied with requisite EMD are liable to be rejected at the sole discretion of FACT.


EMD will be exempted for Govt. Departments / Firms / Public Sector Units / MSME Units / Firms registered under SIC/KHADI BOARD, etc. as per applicable Government directions on submission of valid documents.

Signature :

Name :

Seal

Date:

Prepared by:	Checked by:	Approved by:	
EQUIPMENT STORES AND SPARES (ESS-III)	 THE FERTILISERS AND CHEMICALS TRAVANCORE LTD		

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Annexure-IV

**INFORMATION ABOUT BIDDER**

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

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

1. Name and Address of bidder with Telephone / Fax No.:
2. Name of the person authorised to :  
sign the Bid and related documents
3. Name, designation and telephone no. / fax no. / e-mail:  
of the person with whom FACT may correspond
4. Accepted terms and conditions of the enquiry: YES / NO  
If "NO", specify deviations
5. Constitution of Firm (Please tick)  
  
Individual / Proprietary / Partnership / Private Limited / Public Limited, etc.
6. Category:
  - i) Whether the entrepreneur comes under the following status (please tick)  
Micro / Small / medium
  - ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.
  - iii) Enclose copy of the MSME/NSIC Registration Certificate duly attested by a Gazetted Officer
7. In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's Authorisation letter:

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

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8. Bidders experience in any of the previous five years as on the date of opening of Part-A Bid shall be furnished as per the format below (Attach Certificates from Organisation served):

9.

Name of the Organisation	Item	Value				
		2020	2021	2022	2023	2024

DECLARATION

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

Name of Bidder

Signature of Bidder

(Seal)

Place:

Date



**SPECIAL TERMS AND CONDITIONS FOR SUPPLY OF CURRY POWDERS  
TO FACT-UC & CD**

**1. DEFINITIONS**

**FACT** means The Fertilisers and Chemicals, Travancore Ltd, a company registered under Indian Companies Act with Registered Office at Eloor, Udyogamandal and the term includes its Divisions as applicable.

**CONTRACTOR** means the person or company, with whom Order is placed by FACT.

**ORDER** means the Purchase Order issued by FACT for supply of Curry Powders.

2. The rates in the Purchase Order shall be firm during the period of contract. No request for price revision shall be entertained under any circumstances.
3. All State or Municipal Taxes, duties and levies payable on the item are included in the Price.
4. Order will be for a period of ONE YEAR from the date of issue of Purchase Order.
5. The quantities given in the Order are only an approximate indication and the same are liable to vary either way (more or less than the estimated figure) depending on FACT's requirement.
6. Supplies are to be made on fortnightly / weekly / monthly basis against FACT's indent which will be furnished 5 days in advance by the Welfare Departments.
7. FACT reserves the right to reduce or increase the estimated quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be supplied. The contractor has no right to claim loss or loss of profit on account of reduction in revenue arising out of variation in requirement.
8. All supplies shall strictly conform to FACT's standard with regard to size and quality. The Curry powders supplied shall be pure, unadulterated, free of moisture and impurities and in hygienic packing. FACT's decision in regard to acceptance of the right quality material and rejection of unsuitable material shall be accepted as final and binding on the contractor.
9. The delivery of Curry Powder (including stacking) has to be effected between 1:00 p.m. and 1:30 p.m. at UD-Cafeteria and CD Canteen as per FACT's indents by using the facilities/vehicles of the contractor as per the directions of the Supervisor, at supplier's cost. In the event of delay on the contractor's part to supply our requirements in time, FACT will make alternate arrangements and any loss incurred by FACT in this connection shall be recovered from the contractor's bills.
10. Payment shall be effected within one week of delivery. The invoices shall be duly certified by Welfare Departments of UD and CD for the supplies to UD-Cafeteria and CD Canteen respectively.
11. Payments as per terms & conditions of Purchase Order/Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorisation letter.
  - a) Bank Name, b) Branch Name c) MICR Code, d) IFSC Code, e) Account type f) Account No.
12. FACT reserves the right to terminate the contract and make alternate arrangements for carrying out the supply at the risk and cost of the contractor in case the contractor fails to supply the indented items.
13. FACT is a Company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment.

14. The contractor is expected to faithfully observe the security regulations of FACT and any loss or damage incurred by FACT on account of the failure of the contractor or his employees to observe the security regulations of FACT shall be to the account of the contractor.
15. The contractor shall assume all liability for, and keep the company wholly indemnified against, all actions or suits, costs, damages, charges and expenses, arising out of or in connection with carrying out the work covered by the contract, whether such suits or claims are brought about by Govt. Statutory Bodies, members of the public, neighbouring owners or workmen engaged in the work.
16. The company shall have no dealing with the Contractor's representatives, workmen, vehicle crew or their Unions. The company reserves the right to debar any of the contractor's representatives/ workmen /vehicles from entering the Company premises for whatever reason the Company deems fit. In such event, the contractor shall at his own cost make alternative arrangements for continuing the work without interruption by suitable replacements acceptable to the Company.

**17. Applicable Law & Settlement of Disputes:**

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

If any dispute(s) arises out of or relating to or in connection with this contract, between the contractor or the owner /FACT, the same shall be amicably settled through mutual discussion, 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 or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

18. Force Majeure: Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party with in one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.
19. The Contractor shall comply with all statutory rules and regulations pertaining to employment of labour and execution of work. In case FACT becomes liable for any amount on account of breach or non-observance by the Contractor of the provision thereof, such amounts shall be to the Contractor's account.
20. The purchase orders under this contract will be issued by Dy. General Manager (Materials)-ESS or an authorized officer of Corporate Materials of FACT at Udyogamandal. The contracts will be operated/ administered by the Welfare Department of FACT or officer authorised for the purpose by FACT.

**21. FRAUD PREVENTION POLICY OF FACT:**

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

22. The bidder should have Licence/Registration from Food Safety And Standards Authority of India.

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STC-PUR-R02;28-04-2020

**STANDARD TERMS AND CONDITIONS OF PURCHASE****1. DEFINITIONS**

- 1.1 The following expressions used in these Terms and Conditions/Purchase Orders shall have the meanings indicated against each of these, unless repugnant to the context and meaning thereof.
- 1.2 FACT/COMPANY/PURCHASER means The Fertilizers and Chemicals Travancore Limited; a company registered under Indian Companies Act with registered office at Eloor, Udyogamandal, Kerala State, India and the term includes its Divisions as applicable.
- 1.3 SELLER/SUPPLIER/VENDOR/CONTRACTOR/MANUFACTURER means the person or company, with whom ORDER is placed by FACT for supply of equipment, materials, stores and /or services.
- 1.4 ORDER means the Purchase ORDER or Work ORDER and all of its Annexures /Attachments (including this Attachment) and documents referred therein together with any subsequent modifications thereto.
- 1.5 ITEM (S) means the MATERIALS (S)/EQUIPMENT (S)/ SPARE PART (S)/ to be supplied by the SELLER as per the ORDER

**2. ACCEPTANCE**

Seller shall acknowledge receipt of ORDER within 15 days of the date of its issue by returning a copy of the ORDER duly signed by an authorized person in confirmation that Seller accepts the ORDER and is proceeding accordingly. If acknowledgement is not received within 15 days, it will be deemed that the ORDER is accepted in TOTO.

**3. SECURITY DEPOSIT**

The Seller shall, within 15 days of receipt of order, furnish towards security for faithful performance of ORDER a cash deposit or a Bank Guarantee for a value equal to 5% of the ORDER Value in the Proforma attached. Any delay in activities of FACT due to non-submission of the Acceptance copy of ORDER or Security Deposit by Seller, shall not constitute reasons for extension to Seller's Delivery Promise or waiver of liquidated damages for late delivery. Such Security Deposit shall not be required for ORDERS with price up to INR 5,00,000/- (Rupees Five Lakh only). Security Deposit shall be kept valid until Seller discharges all his/her obligations under ORDER except warranty obligations under the relevant clause of the order.

**4. SCOPE OF ORDER**

- 4.1 The items described in the ORDER are to be supplied according to the data sheets, tables, specifications and drawings attached thereto and /or enclosed with the ORDER itself and according

to all conditions both general and specific, attached with the ORDER, unless any of them has been modified or cancelled in writing by FACT either as a whole or in part.

- 4.2 Any apparent omission or error in the specifications shall be met by the Seller if such omitted portion is unnecessary for the functioning of the item. The Seller, prior to proceeding with the work under ORDER, shall call to the attention of FACT, any such omission or error or ambiguity in the specifications requiring clarification.

**5. PRICES**

- 5.1 Unless otherwise agreed to specifically in ORDER, the Price shall remain firm throughout the period of order, including extended periods, if any, and shall not be subject to any escalation on any account.
- 5.2 In the case of overseas supplies, Shipping Terms referred to shall be governed by the definitions of latest INCOTERMS unless otherwise specified in the ORDER.

**6. TAXES, DUTIES & LEVIES**

- 6.1 All Central, State or Municipal taxes, duties and levies payable on the item/s are deemed to be included in the Price unless otherwise specified. In case the rates of these levies are increased by the Government or any new Tax/Duty/Levy becomes legally payable during the delivery period stipulated in the ORDER, the extra cost so incurred shall be paid by FACT. The benefit of any reduction in respect of these levies shall be passed on to FACT. If the delivery is delayed beyond the time stipulated in the ORDER and the above rates go up or new levies imposed, during this period of delay, the extra costs so incurred shall be borne by the Seller. Claim for variations in the levies shall be supported by documentary evidence and proof of payment.
- 6.2 In the case of overseas supplies, the Seller shall make payment of all taxes, duties and levies chargeable to the export of items in the country of origin and port of shipment/gateway airport.

**7. BANK GUARANTEES**

All Bank Guarantees required as per the ORDER shall be issued / confirmed by a nationalized/scheduled Indian bank. If the bank guarantee is issued by a bank outside India, a counter guarantee as per our format from an Indian nationalized/scheduled bank in India shall also be furnished.

**8. DELIVERY**

- 8.1 Equipment/item/s ordered shall be despatched completely assembled and shall require no assembly at FACT site, unless specified otherwise.
- 8.2 Delivery shall be deemed to be completed on the date shown on the lorry receipt, railway receipt, Bill of Lading or Airway Bill in case of delivery ex-works/FOR/FOB/FAS despatch station / seaport / gateway airport.

OR the date of arrival of consignment at destination or date of receipt of despatch-documents endorsed in favour of FACT, whichever is later, in case of delivery at destination

#### **9. DELAY IN DELIVERY/LIQUIDATED DAMAGES**

- 9.1 Time is the essence of this contract and the delivery period mentioned in this ORDER shall be strictly adhered to.
- 9.2 If SELLER fails to deliver the equipment and materials covered under ORDER within the delivery time stipulated therein, liquidated damages at the rate of half of one percent (0.5%) of the total Price of ORDER / value of the items which are delayed per week or part thereof subject to a maximum of seven and one half percent (7.5%) of the total price of the ORDER shall be payable by SELLER. Such liquidated damages shall be deducted from Seller's invoices and/or any other payments due to the SELLER. This is without prejudice to Art.11.0.0 below.
- 9.3 Even if supplies are made on time, but Installation & Commissioning gets delayed due to reasons attributable to vendor, then Liquidated Damages (as per relevant clauses of Terms and Conditions of Purchase and Terms and Conditions of Erection & Commissioning) will be applicable for the total order value shown in ORDERS. Also, if supplies get delayed but Erection & Commissioning activity is completed in time and within the total delivery schedule stipulated for supply and erection & commissioning, then Liquidated Damages shall not be applicable.

#### **10. PERFORMANCE WARRANTY**

- 10.1 The equipment /spare parts /materials supplied shall be brand new and the Seller shall guarantee that all items shall perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any item not perform as intended or should the design, material or workmanship prove defective within a period of twelve (12) months from the date of putting the item into operation or eighteen (18) months from the date of dispatch, whichever is earlier, and the Seller shall be notified thereof, the Seller shall promptly, at his own expense, correct the deficiency so that the item performs in accordance with ORDER specifications. If the Seller fails to take proper corrective action to repair or replace the item within a reasonable time (as decided by FACT) of FACT's notice, FACT shall be free to take such corrective action at the Seller's risk and cost.
- 10.2 In the event of any rectification / replacement, the warranty shall be extended to cover a period of twelve months in operation from the date of such rectification / replacement.
- 10.3 Spare parts supplied shall be perfectly interchangeable with those originally installed in the equipment. Since the interchangeability can normally be checked by FACT only at the time when the spares are used, the Seller shall guarantee the interchangeability without time limit, provided that no modifications have been

carried out to the equipment or the spare part without the Seller's prior written permission.

- 10.4 Even if relevant drawings are approved and/or the item(s) is/are cleared during pre-despatch inspection by FACT, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and FACT shall be free to point out any defect till the warranty period is over.

#### **11. DEFAULT**

- 11.1 In the event of any default by Seller to comply with any of the provisions or requirements of the ORDER, FACT shall have the right to terminate / cancel the ORDER with or without notice and without prejudice to any other rights, options, or remedies FACT may have. In the event of such termination /cancellation of the ORDER, FACT shall be entitled to arrange for the procurement of items from alternative suppliers at the risk and cost of the Seller. The waiver of one default shall not be considered as an automatic waiver of any other default.
- 11.2 Any failure by FACT at any time or from time to time to enforce or require strict observance and performance of any of the terms of the ORDER or to exercise any rights herein shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair same or the rights any time to avail of the same.

#### **12. SUSPENSION AND TERMINATION**

- 12.1 FACT reserves the right to suspend the ORDER in whole or in part by written notice to Seller at any time prior to despatch of item/s by Seller. On receipt of notice of suspension from FACT, Seller shall immediately stop all activities related to ORDER. On receipt of notice removing the suspension Seller shall re-commence the execution of the ORDER and complete it as per the terms of the ORDER, provided that the delivery period specified in ORDER shall be extended corresponding to the period of suspension including reasonable remobilisation period. If period of suspension exceeds six (6) months, ORDER shall be deemed to have been terminated under Clause 12.2 below unless otherwise agreed to.
- 12.2 Reasonable termination expenses in connection with termination of ORDER shall be as mutually agreed.
- 12.3 However, the above Clauses 12.1 and 12.2 shall not be applicable in case of termination by FACT due to default by Seller.

#### **13. EXPEDITING**

When deemed necessary by FACT, this ORDER shall be subject to physical expediting by representatives of FACT or of agents nominated for the purpose, who shall be granted access to any and all parts of Seller's or Seller's sub-suppliers; plants involved in manufacture of items covered by ORDER. Expediting performed by such representative/agent shall in no way relieve the Seller of delivery obligations under the terms of ORDER.

#### **14. OFFICIAL INSTITUTION TESTING**

Seller shall ensure the prompt execution of all approval steps and/or tests made by official institutions, if required in connection with equipment and materials covered under ORDER and the installation thereof. Seller shall be held responsible for any delay in the approval or testing phase as well as for any delay in the submission of necessary certificates. Delay on the part of the above institution will not be considered a reason for extension of delivery period. All expenses related to such official testing shall be to Seller's account.

#### **15. INSPECTION**

- 15.1 Items supplied shall be subject to inspection and testing as per Codes, Standards and Procedures that are required to ensure quality of material / item/s as specified in the ORDER. Seller shall arrange such inspection in Seller's shop. Any and all expenses incurred in connection with test, with preparation of reports and with analysis issued by qualified laboratories shall be to Seller's account.
- 15.2 If pre-despatch inspection is specified in the ORDER, representative of FACT shall be granted access to any and all parts of Seller's / sub-supplier's plant(s). Seller shall notify FACT at least 15 working days in advance of the Scheduled date of inspection. Even if the item is cleared during pre-despatch inspection, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER.
- 15.3 Inspection waiver if granted shall not absolve the Seller of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and shall not in any way impair FACT's right to reject non-conforming items or to avail of any remedies to which FACT is entitled.
- 15.4 Notwithstanding any inspection that may have been done at the Seller's site, final acceptance of items is subject to inspection at FACT site.

#### **16. PATENT INDEMNITY**

Seller hereby warrants that the use or sale of the items delivered under the ORDER does not infringe claims of any patent covering such items (to the extent the design for such items is not furnished by FACT) and the Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against FACT based on any such alleged patent infringement and to pay all costs, expenses on judgement and damages which FACT may have to pay or incur by reason of any such suit or proceedings and to secure the rights for FACT for the continued use of equipment.

#### **17. INDEMNIFICATION**

The Seller hereby indemnifies and hold FACT harmless from all claims, losses, demands, causes of action or suits arising out of the

services, labour, equipment and materials furnished by Seller under ORDER.

#### **18. FORCE MAJEURE**

- 18.1 Neither the PURCHASER nor the SELLER hereto shall be held responsible for any delay or failure to perform any or all the obligations under ORDER caused by Force Majeure. In such a case the time for performance or such obligations and the obligations of the other party to the extent that they are affected by such occurrence will be extended by such period as is duly justified. Notification of a circumstance of Force Majeure shall be given by fax/e-mail addressed to the other party within five (5) working days of its occurrence. This notice of Force Majeure shall be confirmed by a Registered letter despatched within one (1) week, along with appropriate documentary evidence confirming the existence of a situation of Force Majeure.
- 18.2 For the purposes of this clause, Force Majeure means
  - 18.2.1 War or hostilities
  - 18.2.2 Riot or civil commotion
  - 18.2.3 Earthquake, flood, tempest, lightning or other natural calamities, epidemics
  - 18.2.4 Accident, fire or explosion not caused by willful negligence of Seller
  - 18.2.5 Labour strikes or lockout exceeding ten (10) days in duration not caused by any deliberate act or indiscretion by Seller.
  - 18.2.6 Law and Order Proclamation
- 18.3 However, should such a delay, even if due to reason of Force Majeure be protracted for more than three (3) months, FACT shall have the right to cancel ORDER at no charge to FACT and FACT shall be entitled to the reimbursement of any amount already paid to the Seller.

#### **19. SUBLETTING / ASSIGNMENT**

SUB-LETTING or assignment of whole or part of the order shall not be permitted except with the prior approval of FACT obtained in writing.

#### **20. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 20.1 This ORDER shall be subject to and shall in all respects be governed by Indian Law.
- 20.2 Except in the cases referred to in the Clause 20.3 below, 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 proceedings shall be in English.
- 20.3 In the event of any dispute or difference relating



to the interpretation and application of the provisions of this contract(s) between Central Public Sector 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 (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- 20.4 Any legal proceedings relating to or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

**21. COMPLETE AGREEMENT**

The terms and conditions of this ORDER shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of FACT.

**22. TRANSIT INSURANCE**

Unless otherwise agreed, transit insurance shall be arranged by FACT under FACT's open cover policy.

**23. ORDER OF PRECEDENCE**

In case of any conflict between these STANDARD TERM AND CONDITIONS and the SPECIAL TERMS&CONDITIONS agreed to for a particular ORDER, the latter shall prevail to the extent applicable.

(To be given on Rs.500/- stamp paper)

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(To be obtained from a Nationalised/Scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd.,  
Udyogamandal

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala, (hereinafter referred to as the Company) has placed an Order No .....dated ..... with M/s ..... (hereinafter called the Supplier/Contractor) for the supply/work of .....and where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees ..... only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/Contractor.

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

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

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

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

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

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

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

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

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

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

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

Dated this ..... day of ..... Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee

(Proforma of Agreement to be executed in Rs.200/- Non Judicial Stamp Paper)

### AGREEMENT

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

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

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

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

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

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

For

In the presence of witnesses:

1.

2.

In the presence of witnesses:

For and on behalf of the Company.

1.

2.

Please upload / return this document duly filled-in, along with your bid.



## CHECK LIST FOR COMMERCIAL TERMS

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

Sl. No.	Terms	Bidder Confirmation
1	<b>VALIDITY OF OFFER:</b> 90 Days from the date of bid opening (Part-A, in the case of 2-part bids)	
2	<b>Earnest Money Deposit:</b> Shall be submitted by RTGS/NEFT in favour of FACT Ltd., if applicable as per enquiry. (Exempted for Govt. firms/PSEs/MSE Units / Start-ups / firms registered under NSIC/Khadi Board etc. on submission of valid documentary evidence.)	
3	<b>Pre-Qualification Criteria:</b> All relevant documents shall be submitted, if applicable, as per enquiry	
4	<b>PRICE:</b> Firm till completion of supplies	
5	<b>PRICE BASIS:</b> FOR FACT Stores as per enquiry. If not, please specify.	
6	<b>GST:</b> GSTIN Regn No. & GSTIN State	
6.1	In case of unregistered supplier, whether declaration to that effect is uploaded	
6.2	Place of supply	
7	<b>INSURANCE:</b> Transit Insurance shall be arranged by Vendor	
8	<b>SIZE:</b> Approximate weight and size of the consignment(s)	
9	<b>PAYMENT:</b> 100% within one week after receipt and acceptance of the items (refer clause 10 of Spl T&C)	
10	<b>SECURITY DEPOSIT:</b> @ 5% of the basic order value [applicable for orders of value above ₹5,00,000/- (Rs. Five Lakhs)]	
11	<b>GUARANTEE:</b> As sought in the Enquiry	
12	<b>PERFORMANCE BANK GUARANTEE:</b> @ 10% of the basic order value, if specified in the enquiry.	
13	<b>DELIVERY PERIOD/COMPLETION PERIOD:</b> Please refer Clause 6 & 9 of Special Terms and Conditions.	
14	<b>DELAY IN DELIVERY:</b> Please refer Clause 9 of Special Terms and Conditions.	
15	<b>JURISDICTION:</b> Any legal proceedings relating to the Order shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.	
16	<b>MICRO, SMALL OR MEDIUM ENTERPRISES</b>	
16.1	In case the supplier is registered as Micro, Small or Medium Enterprise under the 'Micro, Small and Medium Enterprises Development (MSMED) Act 2006', please indicate the relevant category and also specify whether the firm is owned by SC / ST / women entrepreneurs. Valid documentary evidence shall be uploaded.	
16.2	Declaration of UAM Number in the CPP Portal is required for availing MSME benefits under PP Policy for MSEs, for tenders invited through CPP Portal. Confirm whether UAM Number is declared in the CPP Portal.	
17	<b>MAKE IN INDIA:</b> For claiming benefits under Preference to Make in India order, please give following details:	
17.1	Whether the item(s) offered meets the minimum local content	

17.2	Location(s) at which the local value addition is made	
18	<b>Bidder's offer Reference Number and Date:</b>	
19	<b>Address to which PO is to be placed:</b>	

## CHECK LIST FOR TECHNICAL TERMS

S. No.	Terms	Bidder Confirmation
1	License/Registration from FSSAI	
2	Sambar Powder, Chilly Powder and Coriander Powder shall be supplied with ½ kg (500 gms) packet	
3	Turmeric Powder shall be supplied with 100 gm packet	

## COMPLIANCE STATEMENT

Sl. No. / Cl. No. (as per Enquiry)	Deviation	Reason for Deviation
Technical		
Commercial		

We have read the clause (1.2 of ITB) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or if from such a country, has been registered with the Competent Authority as defined in the Clause and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We hereby confirm that our offer Ref. No: ..... dated ..... against FACT enquiry No.MM/..... dated ..... is in full compliance with the technical specifications and other terms and conditions of the enquiry including all attachments thereto, except for the deviations mentioned above.

Place :

Date :

Office Seal

Signature, Name & Address of the authorized official

Notes:

1. Bidders are advised not to take deviations from the enquiry specifications. FACT reserves the right to reject the offers with deviations without further correspondence.
2. Offers will be evaluated with landed cost to the company including packing and forwarding, freight, taxes & duties and all other extra charges applicable.
3. For deviations in the quoted payment term with regard to the payment term specified in the enquiry, suitable loading with interest at the rate of 8% per annum for early payment shall be done, if the quoted term is acceptable to FACT. Please note that, **no advance payment will be given.**
4. For deviations in other terms and conditions, if such deviations are acceptable to FACT, the price quoted shall be loaded suitably, if specified in the enquiry, taking into account the deviations taken by the bidder.