

CORPORATE MATERIALS,  
THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.  
FACT-PD ADMINISTRATIVE BUILDING  
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501  
TEL: 00 91 484 2568233 / 2568620 / 2568623  
Email: [msbala@factltd.com](mailto:msbala@factltd.com); [barjees@factltd.com](mailto:barjees@factltd.com); [manju@factltd.com](mailto:manju@factltd.com)

**TENDER FOR SUPPLY OF BORAX PENTAHYDRATE**

**ENQUIRY NOTICE**

**Enq. No. MAT/RM/BP/2026 dated 10/06/2026**

**Background:**

The Fertilizers And Chemicals Travancore Limited (FACT) is a Government of India Enterprise, engaged in the production of Nitrogenous and Phosphatic Fertilizers and trading of Fertilizers. FACT intends to procure Borax Pentahydrate for a period of 6 months through 2 part open tender through GEM portal, as per the following.

Bids are invited from manufacturers/traders meeting the Pre-qualification criteria mentioned in the tender, for Supply of bagged Borax Pentahydrate as per our enquiry specification to FACT Udyogamandal Complex, Udyogamandal.

**Details of Enquiry:**

- 1) Item : **Borax Pentahydrate (Boron content of 14.5% min)** as per the specifications attached at Annexure II of the tender documents.
- 2) Estimated quantity : 218 MT
- 3) Period of supply : 6 months from the date of our Letter Of Intent/Purchase Order, extendable by upto five months at the option of FACT.
- 4) Delivery : Staggered delivery as per delivery schedules given by FACT.
- 5) Price Basis : Price shall be quoted for delivering the material on FOR, FACT- Udyogamandal. Price shall be firm till completion of the supply contract.
- 7) Validity of Offer : Offers shall be valid for a period of 90 days from the date of opening of techno-commercial bid (Part A).
- 8) Earnest Money Deposit (EMD): **EMD applicable is Rs.2,88,000/-**. Please refer cl.2 of Annexure-VI, Instructions to Bidders.
- 9) Pre-qualification Criteria: As per Annexure I of the tender document.
- 10) Due date / time for submission of bids and opening of bids shall be as per Bid Document published in GEM.

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

Thanking you,

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

**Enclosures:**

1. Annexure - I : Pre-qualification Criteria
2. Annexure - I (A) : Vendor Updation Format for Borax Pentahydrate
3. Annexure - I (B) : Details of Supply of Borax Pentahydrate
4. Annexure - II : Technical Procurement Specification
5. Annexure - III : Special Terms and Conditions for procurement of Borax Pentahydrate
6. Annexure - IV : Additional Specification Form
7. Annexure - V : Instructions to Bidders
8. Annexure - VI : Terms and Conditions of Purchase
9. Annexure - VII : Compliance Statement
10. Annexure - VIII : Proforma of Bank Guarantee in lieu of Security Deposit
11. Annexure - IX : List of FACT approved bankers for bank guarantee
12. Annexure-X : Integrity Pact
13. Annexure-XI : Certification Form: Make in India (Local Content)

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**PREQUALIFICATION CRITERIA FOR SUPPLY OF BORAX PENTAHYDRATE**

| Pre-qualification criteria   | Documents to be submitted  | Bidder response |
|--|--|-----------------|
| 1. The bidder shall be a Manufacturer / authorized distributor / trader of Borax Pentahydrate  | In case of Manufacturer, self-declaration by the Manufacturer confirming the same.<br><br>Distributors shall submit valid authorization letter from the manufacturer.  |                 |
| 2. The bidder should have successfully executed orders for supply of at least 88 MT of Borax Pentahydrate during any one of the last five years ending as on the date of enquiry.  | Copies of purchase orders and tax invoices / completion certificate or payment advice/GeM CRAC received after completion of supply shall be furnished in proof of the above. In case of purchase orders for long term supplies are not completed, the value of the supplies made till the date of enquiry shall be considered. |                 |
| 3. Average Annual turnover during the last 3 financial years should be at least 288 lakhs. However annual turnover during any of the 3 years shall not be less than Rs.44 lakhs.<br>Note: Micro and Small Enterprises registered under MSME act need to meet only the minimum turnover criteria as above | Copies of the audited financial statements (Profit & Loss Account and Balance Sheet) or turnover certificate issued by Chartered Accountant for the last three financial years shall be submitted<br>.   |                 |

**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.
2. FACT shall have liberty to verify the references submitted by the bidders with users.
3. Offers from the bidders who do not meet the above PQ criteria will not be considered.
4. In case of FACT orders, Bidders need to mention only the PO number, submission of documents is not compulsory.
5. Bids submitted without EMD will not be considered.
6. The purchase order date and corresponding delivery date shall be within last 5 years.

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**VENDOR UPDATION FORM FOR SUPPLY OF BORAX PENTAHYDRATE**

|       | Description  | To be filled in by vendor  |
|-------|--|--|
| 1.1.0 | Name of the vendor   |  |
| 1.2.0 | Full address with PIN code   |  |
| 1.3.0 | Telephone Numbers  |  |
| 1.4.0 | E-mail ID  |  |
| 1.5.0 | Contact Person   |  |
| 2.0.0 | <b>Company Particulars</b>   |  |
| 2.1.0 | Constitution<br>(Proprietorship /Partnership /<br>Private Ltd. Co / Public Ltd. Co./<br>Public Sector / Govt. Co.) |  |
| 2.2.0 | Country in which company is<br>registered  |  |
| 2.3.0 | Name and address of Bankers  |  |
| 2.3.1 | Certificate regarding credit-<br>worthiness and credit limit from<br>Bankers.                                      | Document to be attached  |
| 2.4.0 | Financial Position   | Copies of Audited Balance Sheets and<br>Profit & Loss Accounts for the<br>previous 3 years to be enclosed. |
| 2.4.1 | Sales turn-over for the last three<br>years:   | (Rs.Lakhs)   |
| 2.5.0 | Experience in sales of Borax<br>Pentahydrate as per the pre-<br>qualification criteria.                            | (Details to be given as per Annexure-I<br>(B) attached.)   |
| 3.0.0 | <b>Borax Pentahydrate sourcing<br/>particulars:</b>  |  |
| 3.1.0 | Whether manufacturer/ Authorised<br>Dealer   |  |

|       |   |   |                    |                  |
|-------|---|---|--------------------|------------------|
| 3.2.0 | If manufacturer   |   |                    |                  |
| 3.2.1 | Location of Manufacturing unit  |   |                    |                  |
| 3.2.2 | Annual Production Capacity for Borax Pentahydrate in each factory.  |   |                    |                  |
| 3.2.3 | Specification of Borax Pentahydrate   | Typical Analysis Report of the offered item - Borax Pentahydrate produced in each factory (showing test methods and showing all parameters of specification as in the enquiry) to be enclosed.                                      |                    |                  |
| 3.3.0 | If authorised Distributor /Trader   |   |                    |                  |
| 3.3.1 | Name and address of factories from where Borax Pentahydrate is proposed to be sourced                     |   |                    |                  |
| 3.3.2 | Annual production capacities of Borax Pentahydrate in each factory stated above.                          |   |                    |                  |
| 3.3.3 | Specification of Borax Pentahydrate   | Typical Analysis Report of Borax Pentahydrate produced in each factory duly attested by the manufacturers authorised signatory (showing all parameters of specification as in the enquiry and showing test methods) to be enclosed. |                    |                  |
| 3.3.4 | Third party inspection agency(s) to be involved for certifying quality and quantity at the loading point: |   |                    |                  |
| 4.0.0 | <b>Minimum quantity of Borax Pentahydrate that can be supplied per month, in case of an order.</b>        | ..... MT  |                    |                  |
| 5.0.0 | <b>Details of Authorized Signatories</b>  |   |                    |                  |
|       | <b>Name</b>   | <b>Designation</b>  | <b>Mobile Nos.</b> | <b>Signature</b> |
| 1     |   |   |                    |                  |
| 2     |   |   |                    |                  |

|       |  |                              |          |           |
|-------|--|------------------------------|----------|-----------|
| 6.0.0 | <b>Details of Liaison officers/Agents authorized for the business with FACT:</b> |                              |          |           |
|       | Name   | Address for Communication    | Ph. Nos. | E mail id |
| 1     |  |                              |          |           |
| 2     |  |                              |          |           |
| 7.0.0 | Any other details  |                              |          |           |
|       | Place  | Name of Authorized Signatory |          |           |
|       | Date   | Signature                    |          |           |

**Notes:**

- 1.0 All communications shall give reference number of the Enquiry.
- 2.0 All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
- 3.0 The following shall be enclosed along with completed format.
  - (a) Certificate regarding credit-worthiness and credit limit from Bankers.
  - (b) Certified Annual financial reports for the last 3 years.
  - (c) Technical specifications
  - (d) Completed Annexure - I (A) and I (B)
  - (e) Copies of Purchase orders and corresponding invoices / completion certificate or payment advice received after completion of supply proof of supplies
- 4.0 FACT reserves the right to verify any of the statements above and/or request for furnishing additional data/documents. The offer shall be liable for disqualification in case of submission of false data/non-submission of required data or documents.

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**DETAILS OF SUPPLY OF BORAX PENTAHYDRATE**

Details of orders executed for Borax Pentahydrate during the last five years as on the date of enquiry:

| Client | Item supplied | Order No/ Date | Quantity (MT) | Order Value | Year & month of supply |
|--------|---------------|----------------|---------------|-------------|------------------------|
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |
|        |               |                |               |             |                        |

Note: All the documents submitted shall be duly attested by the bidder’s authorised signatory.

Name of Vendor:

Name & Designation:

Signature

Date: Seal

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**TECHNICAL PROCUREMENT SPECIFICATION**

**Di-Sodium Tetra Borate Penta Hydrate (Na<sub>2</sub>B<sub>4</sub>O<sub>7</sub>.5H<sub>2</sub>O)**

|   |                               |                   |        |
|---|-------------------------------|-------------------|--------|
| 1   | Free flowing Crystalline Form |                   |        |
| 2   | Boron (as B)                  | % by weight (min) | 14.5   |
| 3   | Matter insoluble in water     | % by weight (max) | 1.0    |
| 4   | Arsenic (as As)               | % by weight (max) | 0.001  |
| 5   | Lead (as Pb)                  | % by weight (max) | 0.001  |
| 6   | Cadmium (as Cd)               | % by weight (max) | 0.0025 |
| The material shall be packed in 50 kg bags lined with the moisture proof liner. |                               |                   |        |

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**Special Terms and Conditions for Procurement of Borax Pentahydrate for FACT for the year 2026-2027**

1. The vendors shall quote on per KG basis of Borax Pentahydrate which shall be finalized after the receipt and evaluation of offers.
2. The order shall be for supplying Borax Pentahydrate for FACT-Udyogamandal Complex on staggered basis as per delivery schedules issued by FACT.
3. The delivery schedule followed is upto 150 MT Borax Pentahydrate to be supplied in first month and remaining quantity to be supplied in subsequent months. The requirement for this quantity starts from July 2026/placement of purchase order whichever is later. Actual delivery schedules will be issued separately.
4. Material shall be packed in 50kg bag lined with moisture proof liner.
5. Delivery point : FACT - Udyogamandal Stores, Udyogamandal
6. Supplier shall arrange to transport the material to FACT - Udyogamandal Division, Udyogamandal, Cochin through a bank approved carrier.
7. The vendor, in the offer, shall furnish/confirm all the parameters specified failing which the offer is liable to be rejected without seeking further clarifications.
8. Transit Insurance : on vendor account.
9. Test certificate shall be submitted by the supplier along with the supply of material.
10. Price firmness: Price shall be firm till completion of order.
11. Payment: 100% payment shall be normally be made within 30 days of receipt and acceptance of material at FACT site on monthly basis.
12. Acceptance of material is only after confirming the specification by FACT on receipt of material. The analysis of FACT Lab w.r.t the max & min values of the parameters specified shall form the basis for acceptance of the material.
13. Period of supply: Six months from the date of LOI and this may be extended by upto five months at the option of FACT.
14. The vendor shall be able to supply a quantity of upto 150 MT per month Borax Pentahydrate to facilitate uninterrupted production of Boron Fortified Factamfos in FACT plants. Necessary confirmation in this regard shall be enclosed in the offer. If required the vendor shall be asked to submit documentary evidence as proof.

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**Annexure - IV**

| <b>ADDITIONAL SPECIFICATION FORM</b><br>(To be confirmed by the bidder)                                       |   |                 |
|---|---|-----------------|
| <b><u>Di-Sodium Tetra Borate Penta Hydrate (Na<sub>2</sub>B<sub>4</sub>O<sub>7</sub>.5H<sub>2</sub>O)</u></b> |   |                 |
| Parameter   | Specification   | Bidder response |
| Material  | Di-Sodium Tetra Borate Penta Hydrate (Na <sub>2</sub> B <sub>4</sub> O <sub>7</sub> .5H <sub>2</sub> O) |                 |
| Packing   | Material shall be packed in bag lined with moisture proof liner   |                 |
| Material physical form  | Free flowing crystalline form   |                 |
| Boron (as B)  | 14.5% by weight (min)   |                 |
| Matter insoluble in water   | 1.0% by weight (max)  |                 |
| Arsenic (as As)   | 0.001% by weight (max)  |                 |
| Lead (as Pb)  | 0.001% by weight (max)  |                 |
| Cadmium (as Cd)   | 0.0025% by weight (max)   |                 |

Note : Vendor to submit duly filled and signed copy of this form along with the offer

Name of Vendor:

Name & Designation:

Signature :



**INSTRUCTIONS TO BIDDERS**

- 1.0 Please submit your bid for supply of Borax Pentahydrate conforming to the specifications and terms and conditions stated in the enquiry documents in GEM portal.
- 2.0 Earnest Money Deposit (EMD) : EMD of **Rs.2,88,000/-** shall be remitted online through 'State Bank Collect' portal using the link given below:

The link is also available on FACT website [www.fact.co.in](http://www.fact.co.in)

Tenders  'Click Here to Pay EMD/Security Deposit'

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

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.

Earnest Money Deposit (EMD) shall also be remitted through NEFT/RTGS, to the following bank account as below;

FACT A/C No. : 57017844467  
IFSC Code : SBIN0070158.  
Name of Bank : State Bank of India, Udyogamandal  
District : Ernakulam  
State : Kerala.

Proof of payment such as copy of the Payment Receipt / UTR No. shall also be furnished along with bid.

Bids without EMD details, or insufficient EMD amount are liable to be rejected except in the following cases- EMD will be exempted for Govt. Depts. /firms/public sector units/Micro and Small (MSE) units /firms registered under NSIC/ Khadi Board etc. as per applicable govt. directions, on submission of valid documents. No interest is payable for EMD.

- 3.0 PRICE BASIS:
  - 3.1 Bidders shall quote all inclusive price on FOR Udyogamandal basis. No claim for any extra payments shall be entertained. The Price Basis shall be indicated and the break-up of all expenses shall be furnished to facilitate evaluation.
- 4.0 METHOD OF PRICE EVALUATION:
  - 4.1 Price evaluation will be done on the basis of Boron content of the accepted offers.

4.2 Bidders shall submit samples of the product offered, if required by FACT, during evaluation of the offers.

#### 5.0 SPLITTING OF ORDER QUANTITY:

5.1 In order to ensure uninterrupted supply of Borax Pentahydrate for the production requirement, the purchase order shall be split among two suppliers. The above term is subject to the Govt directives on mandatory purchase preference to be given to MSE units and MII as per prevalent rules.

5.2 70% of the total requirement shall be ordered on the lowest bidder (L1 bidder) subject to his offered capacity and the second lowest bidder (L2 bidder) will be awarded the balance quantity (i.e 30% of the total requirement), subject to matching with the L1 rate. In case the L2 bidder does not match with the L1 rate, then L3 will be awarded the order subject to L3 matching with L1 rate and so on. In case none of the bidders L2, L3, L4 etc. match with the L1 rate, order may be given to the L1 bidder for the full quantity subject to the capacity offered by the L1 bidder.

5.3 In case an MSE unit becomes eligible for the splitting as above, the purchase preference extended to the those MSEs will be covered in the above splitting.

#### 6.0 COMPLIANCE STATEMENT

6.1 The bid shall contain as an integral part of the same COMPLIANCE STATEMENT (Annexure- V of enquiry document) duly filled in by the bidder and shall be submitted as part of the Part A Bid.

#### 7.0 CONFORMITY / DEVIATIONS:

7.1 Bids must conform in all respects with the applicable specifications, data sheets, and the terms and conditions of this enquiry. Bidders must certify in the form of Compliance Statement (Annexure V) that his bid complies with all enquiry documents and technical specifications.

7.2 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. Except for such deviations specifically listed out in the bid, all other terms and conditions stipulated in the Notice Inviting Tender and all Annexures shall be deemed to have been accepted by the bidder.

#### 8.0 VALIDITY:

8.1 The bids shall be valid for a minimum of ninety (90) days from the date of opening and shall hold good for any reduced quantity without notice.

#### 9.0 General:

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

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

Bidder. FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.

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

d. All clarification and correspondence related to this enquiry shall be made only in English to the Deputy General Manager(Materials) RM, Centralized Materials, PD Administrative Building, FACT Ltd., Udyogamandal - 683 501, Tel: 0484-2568233 / 2568620 / 2568623 ; Email: [msbala@factltd.com](mailto:msbala@factltd.com) / [barjees@factltd.com](mailto:barjees@factltd.com) / [manju@factltd.com](mailto:manju@factltd.com)

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

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**TERMS AND CONDITIONS OF PURCHASE**

**1.0 DEFINITIONS**

- 1.1 The following expressions used in these Terms and Conditions/Purchase Order shall have the meanings indicated against each of these, unless repugnant to the context and meaning thereof.
- 1.2 FACT/COMPANY/PURCHASER means The Fertilisers 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 and /or services.
- 1.4 ORDER means the Purchase Order and its Annexure (including this Annexure) /Attachments and documents referred therein together with any subsequent modifications/amendments thereto.
- 1.5 ITEM (S) means the MATERIAL (S) to be supplied by the SELLER as per the ORDER

**2.0 ACCEPTANCE**

- 2.1 Seller's acknowledgement of receipt of the Order issued by FACT shall deemed to be the acceptance in toto of the Order and is proceedings by the Seller.

**3.0 SCOPE OF ORDER**

- 3.1 The items described in the ORDER are to be supplied as per the specifications 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.
- 3.2 Any apparent omission or error in the specifications shall be met by the Seller, if such omitted portion is necessary 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.

**4.0 SECURITY DEPOSIT**

- 4.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to five percent (5%) of the total contract value within 15 days of issue of the Purchase order whichever is earlier. The Security Deposit shall be remitted online through 'State Bank Collect' portal using the link given below. However if the amount exceeds Rs.10,000/-, Bank guarantee

from a Nationalized / Scheduled Bank in INDIA, in the prescribed format issued by FACT is also accepted as Security Deposit .

- (i) Link for payment of **SECURITY DEPOSIT** through '**State Bank Collect**' is given below. The link is also available on of our website [www.fact.co.in](http://www.fact.co.in)

Tenders  '**Click Here to Pay EMD/Security Deposit**'

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

- (ii) The bidder/vendor shall precisely indicate their Name , Tender number and other relevant details while making the online payment through '**State Bank Collect**' and the payment receipt generated thereon shall be submitted to us.

4.2 The security deposit will be returned on successful completion of contract. Any delay in activities of FACT due to non-submission of the Acceptance copy of Order or Security Deposit by Supplier, shall not constitute reasons for extension to Supplier's Delivery Promise or waiver of liquidated damages for late delivery. Security Deposit shall be kept valid until Supplier discharges all obligations under the Order.

4.3 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and alternative arrangements made at the risk and cost of the Contractor.

#### 5.0 PAYMENT:

5.1 100% payment shall normally be made within 30 days of receipt and acceptance of the materials at FACT site.

5.2 Payment shall be effected by RTGS on presentation of the bills to the Deputy General Manager, Finance Department, FACT Ltd., Udyogamandal - 683 501 duly supported by acknowledgement of receipt from FACT on the copy of delivery note. The payment shall be made availing supplier's credit as applicable from the date of receipt at FACT-UD. Weight as recorded at FACT's weighbridge shall be basis for accounting and payment.

#### 6.0 FIRMNESS OF PRICES

6.1 Unless otherwise agreed to specifically in Order, the price shall remain firm throughout the period of order and shall not be subject to any escalation on any account.

#### 7.0 TRANSIT INSURANCE:

7.1 Transit Insurance shall be arranged by Seller.

#### 8.0 TAXES, DUTIES & LEVIES

8.1 The bidders shall furnish the following along with the offers:

1. The GST registration Number and details of the bidder. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
  2. Place of supply
  3. Address of the supplier billing the item if it is different from 2 above
  4. GST rates applicable for each item
  5. HSN / SAC codes of each of the goods / services quoted
  6. In case of unregistered supplier, a declaration to that effect with reason should be furnished.
- 8.2 Our GST registration in the state of Kerala is 32AAACT6204C1Z2.
- 8.3 The prices quoted shall be inclusive of GST. The supplier/contractor shall do the following:
- a) Submit GST compliant tax invoice to FACT along with supply.
  - b) Shall ensure uploading the above invoice as per statute &
  - c) File monthly returns in time enabling FACT to claim the input tax credit.
- 8.4 GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor. In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor. Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.
- 9.0 DELIVERY
- 9.1 The material ordered shall be dispatched to FACT Udyogamandal, unless specified otherwise.
- 9.2 Delivery shall be deemed completed on the date of arrival of consignment at the destination as specified in the order.
- 10.0 DELAY IN DELIVERY
- 10.1 The date of delivery stipulated in the order is the essence of the contract. In case delivery is delayed beyond the date of delivery stipulated in the delivery order FACT may at its option to recover from Seller liquidated damages at the rate of half percent ( $\frac{1}{2}\%$ ) of the order value of the quantity not delivered against delivery schedule given by FACT, for every week or part thereof of delay, limited to a maximum of 10% of the total value of the quantity as per the delivery schedule.

## 11.0 SELLERS' 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 and 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 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 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.

## 12.0 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 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 recommence 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. If period of suspension exceeds six (6) months, Order shall be deemed terminated under Clause 11.2 below unless otherwise agreed to.
- 12.2 Reasonable termination expenses in connection with termination shall be as mutually agreed.
- 12.3 However, the above Clauses 11.1 and 11.2 shall not be applicable in case of termination by FACT due to default by Seller.

## 13.0 EXPEDITING

- 13.1 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.

## 14.0 INSPECTION

- 14.1 Items to be supplied shall be subject to inspection and testing as per Codes, Standards and Procedures that are required to ensure quality of material / item 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.

14.2 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

14.3 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 impair FACT's right to reject non-conforming items or to avail of any remedies to which FACT is entitled.

14.4 Notwithstanding any inspection that may have been done at the Seller's site, final acceptance of items is subject to inspection at FACT site.

#### 15.0 PATENT INDEMNITY

15.1 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.

#### 16.0 INDEMNIFICATION

16.1 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.

#### 17.0 FORCE MAJEURE

17.1 Neither party 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 email addressed to the other party within five (5) working days of its occurrence. This email shall be confirmed by registered letter despatched within one (1) week, along with appropriate documentary evidence confirming the existence of a situation of Force Majeure.

17.2 For the purposes of this clause, Force Majeure means

- i) War or hostilities
- ii) Riot or civil commotion
- iii) Earthquake, flood, tempest, lightning or other natural calamities, Epidemics
- iv) Accident, fire or explosion not caused by willful negligence of Seller

- v) Labour strikes or lockout exceeding ten (10) days in duration not caused by any deliberate act or indiscretion by Seller.
  - vi) Law and Order Proclamation
- 17.3 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
- 18.0 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.
- 19.0 APPLICABLE LAW AND SETTLEMENT OF DISPUTES
- 19.1 This Order shall be subject to and shall in all respects be governed by Indian Law.
- 19.2 If the Seller is a Central Public Sector Enterprise / Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No.4(1)2013-PE(GM)/FTS-1835 dated 22.05.2018.
- 19.3 If any dispute(s) 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. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.
- 19.4 Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam.
- 20.0 Fraud Prevention Policy: Bidder 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).
- 21.0 Environment Management system:
- FACT is a company having Environmental Management System according to ISO 14001 standard. The Contractor shall ensure that none of their activities cause damage to the environment.
- 22.0 OTHER SPECIAL CONDITIONS:
- 22.1 Delivery at FACT-UD shall be by trucks through bank approved carriers.

22.2 The seller shall furnish to FACT all the necessary documentation viz. Invoice, E-way bill, Delivery Note etc. as applicable, for the material transported for FACT along with each truck, failing which the trucks with material shall be liable to be detained until the above requirements are complied with.

22.3 No detention charges shall be paid by FACT for any delay at unloading point.

22.4 The seller shall faithfully observe the Safety/Security regulations of FACT and any loss or damage incurred by FACT on account of his failure or that of his employees to observe the safety/security regulations shall be to the seller's account.

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

### 23.0 ORDER OF PRECEDENCE

23.1 In case of any conflict between these STANDARD TERM AND CONDITIONS and the Special conditions agreed to for a particular Order, the latter shall prevail to the extent applicable.

### 23 COMPLETE AGREEMENT

23.1 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 authorised representative of FACT.

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

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

WHEREAS FACT - Head Office, a Division of The Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s.....hereinafter called the Seller) for the supply of ..... and whereas it is one of the conditions of the said purchase order that the Seller shall either remit a sum of INR.....(INR.....only) or furnish a Bank Guarantee for INR..... (INR.....only) as security deposit for the due fulfillment of the said purchase order by the said Seller.

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 purchase order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of INR..... (INR..... 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 Seller of any of the terms and conditions contained in the said purchase order.

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount upon fist 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 the Guarantee.

We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the said Seller in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the said Seller 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 Purchase order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier 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 Purchase order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Seller and either to enforce or



**LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:**

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

**A) List of Scheduled Public Sector Banks**

|     |                       |
|-----|-----------------------|
| 1.  | Bank of Baroda        |
| 2.  | Bank of India         |
| 3.  | Bank of Maharashtra   |
| 4.  | Canara Bank           |
| 5.  | Central Bank of India |
| 6.  | Indian Bank           |
| 7.  | Indian Overseas Bank  |
| 8.  | Punjab & Sind Bank    |
| 9.  | Punjab National Bank  |
| 10. | State Bank of India   |
| 11. | UCO Bank              |
| 12. | Union Bank of India   |

**B) List of Scheduled Private Sector Banks**

|     |                                |
|-----|--------------------------------|
| 1.  | Axis Bank Ltd.                 |
| 2.  | Bandhan Bank Ltd.              |
| 3.  | CSB Bank Ltd.                  |
| 4.  | City Union Bank Ltd.           |
| 5.  | DCB Bank Ltd.                  |
| 6.  | Dhanlaxmi Bank Ltd.            |
| 7.  | Federal Bank Ltd.              |
| 8.  | HDFC Bank Ltd                  |
| 9.  | ICICI Bank Ltd.                |
| 10. | IndusInd Bank Ltd              |
| 11. | IDFC First Bank Ltd.           |
| 12. | Jammu & Kashmir Bank Ltd.      |
| 13. | Karnataka Bank Ltd.            |
| 14. | Karur Vysya Bank Ltd.          |
| 15. | Kotak Mahindra Bank Ltd        |
| 16. | Lakshmi Vilas Bank Ltd.        |
| 17. | Nainital Bank Ltd.             |
| 18. | RBL Bank Ltd.                  |
| 19. | South Indian Bank Ltd.         |
| 20. | Tamilnadu Mercantile Bank Ltd. |
| 21. | YES Bank Ltd.                  |
| 22. | IDBI Bank Lt                   |

c) FOREIGN BANKS:

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

Note: If Bank Guarantee is issued from a foreign branch of an Indian Bank, then confirmation from Indian branch is necessary. If Bank Guarantee is issued from a foreign bank, then counter guarantee from Indian Bank is necessary

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**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS), 2023 / Prevention of Corruption Act, as amended from time to time, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

e) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments they have made, are committed to, or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in India conforming to the anti-corruption approach including Public Sector Enterprises in India that could justify their exclusion from the tender process.

(2) If the Bidder makes incorrect statement/statements on this subject, they can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

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

(1)The Bidder(s)/Contractor(s) undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit the same to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section 8 - Independent External Monitor/Monitors**

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs their functions neutrally and independently. It will be obligatory for them to treat the obligations and documents of the Bidder(s)/Contractor(s) as confidential. They report to the Chairperson and Managing Director, FACT.

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

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

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

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

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

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

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

## **Section 9 - Pact Duration**

This Pact shall come into force upon being signed by both Parties. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

**Section 10 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

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

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

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

(5) The Bidder / Contractor signing this “Integrity Pact” shall not approach any court in respect of matters under consideration by the IEM(s) and shall await the recommendation/decision of the IEM(s) in this matter.

(For & On behalf of the Principal)

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

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Witness 2:

(Name & Address).....

(Name & Address).....

**Certification Form: Make In India (Local Content)**  
(On Company's Letter Head)

Tender Ref. No.:

To  
M/s FACT Ltd.,  
Udyogamandal, P.O  
Kochi, Kerala. PIN - 683 501.

Sub: Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated: 16.09.2020 / 19.07.2024 or latest amendment

Sir,

This is to certify that M/s..... is a 'Class I Local Supplier' / 'Class II Local Supplier', at the time of tender, bidding or solicitation and the item Di-Sodium Tetra Borate Penta Hydrate ( $\text{Na}_2\text{B}_4\text{O}_7 \cdot 5\text{H}_2\text{O}$ ) meets the Local Content requirement for 'Class I Local Supplier' / 'Class II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is.....

The address is as below, where the local content/ value addition is made:  
[Factory Address]

For M/s.....

Authorized Signatory  
(Signature with company seal & Name)

Note: Provide above certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company).