



**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED**

(A Government of India Enterprise)

Regd. Office: Eloor, website: <http://www.fact.co.in>

Corporate Materials, FACT-PD Admn Building, Udyogamandal 683501, Kochi

Ph: Phone: 0484-2568637 / 2568327, Fax: 0484-2545998

E-mail: [synan@factltd.com](mailto:synan@factltd.com) / [ngeetha@factltd.com](mailto:ngeetha@factltd.com)

**SUPPLY OF COCONUT OIL & COCONUT**

(Enquiry Nos. MM/151/23586 & MM/151/23587 dated 28.06.2021)

Bids are invited for Supply of approximately 32,400 Kgs of Coconut Oil & 1,02,500 Kgs Coconut for FACT-UC Canteen, Udyogamandal and FACT-CD Canteen, Ambalamedu for a period of two years. Bid document can be had from the office of the undersigned on free of cost or downloaded from FACT Website. Any changes / Extensions to this tender will be informed only through our website and will not be published in newspapers.

Due date/ time for submission of bids: **20.07.2021/ 2:00 P.M.**

Deputy General Manager (Materials)ESS

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स  
ट्रावन्कोर लिमिटेड



**FACT**

THE FERTILISERS AND CHEMICALS  
TRAVANCORE LIMITED

(भारत सरकार का उद्यम) / (A GOVERNMENT OF INDIA ENTERPRISE)

TIN No. : 32070443185

CST No. : 32070443185 C

Phone : 0484-2546778

2546629 / 2545222

**CORPORATE MATERIALS**

PD ADMINISTRATIVE BUILDING

UDYOGAMANDAL - 683 501, KOCHI, KERALA, INDIA

Fax : 0091-484-2545998

: 0091-484-2545172

: 0091-484-2545196

**निर्घ केलिए अनुरोध/REQUEST FOR QUOTATION**

**Bidder(s) Concerned**

**Enquiry No : MM/151/23587**

**Enquiry Date : 28.06.2021**

**Enquiry Due Date/Time:20.07.2021 / 14:00:00**

**Bid Opening Date/Time:20.07.2021 / 14:30:00**

Dear Sir,

Please submit your quotation in a sealed envelope SUPERSCRIBING our Enquiry No. and Due Date and addressed to, CENTRAL BID REGISTRATION CELL, PD - ADMINISTRATIVE BUILDING, FACT Ltd., UDYOGAMANDAL P.O., KOCHI - 683 501, KERALA for supply of the following items subject to the terms and conditions specified herein so as to reach us ON OR BEFORE the Due Date and Time shown above.

SL No.	Material Code Material Desc	Quantity	Unit
1	605201061 Coconut	102,500.000	Kilogram
	UDYOGAMANDAL DIVISION	65,000 ,(CENVAT-No;VAT-Yes) To be delivered to UDYOGAMANDAL DIVISION	
	COCHIN DIVISION	37,500 ,(CENVAT-No;VAT-Yes) To be delivered to COCHIN DIVISION	
	<b>Total:</b>	<b>102,500.00</b>	

OFFER SHALL BE STRICTLY AS PER SL. NOS AND UNITS AS GIVEN ABOVE. IF ANY OF THE ITEMS IS NOT OFFERED,PLEASE INDICATE 'REGRET' AGAINST THE RESPECTIVE SL.NOS.

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1 ) CLAUSES FORM PART OF RFQ

1. Sealed Bids are invited from experienced and financially sound contractors for supply of Coconut to FACT UC Cafeteria at Udyogamandal and CD Canteen at Ambalamedu for a period of two years. The required Coconut and the estimated quantity to be supplied are given in the Price bid format at Annexure-V.
2. All the bidders should submit a duly filled Bid Security Declaration (Annexure-VI) in the format attached with the enquiry in lieu of EMD as per Government directives.
3. Bids shall be submitted as detailed in Annexure-V, latest by 2:00 P.M., on 20.07.2021. The available bids shall be opened at 2:30 P.M.
4. Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc. are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
5. FACT reserves the right to reject any or all bids without assigning any reasons whatsoever and/or based on the past unsatisfactory performance by bidders at FACT/other PSEs/PSUs/Govt. Depts. The opinion of FACT regarding the same shall be final and conclusive.
6. Rates: The bidder shall quote his offer in % (percentage) on the published price of 'COCONUT OIL THAYYAR' in Mathrubhumi Daily, Kochi Edition from time to time for all-inclusive supply to FACT Canteens at FACT Udyogamandal Complex, Udyogamandal and FACT Cochin Division, Ambalamedu, as indicated in the Price Bid format. In the event of the published rate not being available on a particular date of supply or there is no publication of the daily on a particular day, the rate published on the previous day will be applicable for the supply.

For example, when 'Coconut Oil price Thayyar' is Rs.60/- per Kg. if the bidder quotes 25%, then the price for coconut per Kg. is Rs.15/-.

The offer in % (percentage) shall be firm throughout the period of contract and applicable on the published price of the #Coconut Oil Thayyar# in Mathrubhumi Daily, Kochi edition from time to time.

7. The rate offered in % (percentage) shall be common for supply to FACT Udyogamandal Division, situated at Udyogamandal and FACT Cochin Division, situated at Ambalamedu, both the divisions in Ernakulam District, Kochi.

8. Bid documents shall consist of Single Part only as detailed below:

- 8.1. Price shall be submitted as per the Price Bid format Annexure-V. The Bids shall be neatly written in ink or typed, with no overwriting. Rates shall be given in figures and words. The rates quoted shall be all inclusive (excluding GST). Rates shall be given in figures and words. If there is any difference between the amounts given in figures and words, the lower of the two shall be considered. In the Price Bid format as in Annexure-V and no other conditions shall be added therein by bidder. Quotations not in conformity with the above are liable to be rejected.

9. The authorized representatives of the bidders attending the opening of tenders should be in a position to give clarifications/or confirmation on any techno-commercial points.

10. Mere submission of all the documents will not necessarily mean that the contractor is suitable. Worthiness assessed by the company will be final and binding on the bidder.
11. If any information given is found to be untrue, FACT reserves right to terminate the contract without any notice or assigning any reason thereof.
12. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.
13. FACT reserves the right to extend the closing date of the bid without giving any reasons, but such extension shall be intimated to those who have been sent the bid documents.
14. Enquiry documents are not transferable.
15. Successful bidders shall be required to commence the work / supply immediately on award of the contract.
16. Any intimation to contractors will normally be sent by Registered Post/Courier/Under Certificate of Posting at their address given in his bid. FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason. Contractors can also obtain intimation letter / tender documents by hand delivery through authorised representative.
17. Evaluation of Bids:
  - 17.1. The bidder shall quote his offer in percentage (%) on the published MRP of #Coconut Oil Thayyar# in Mathrubhumi Daily, Kochi Edition. The contract shall be awarded to the L1 bidder offering lowest rate as described in Price Bid (Annexure-V).
  - 17.2. In case more than one bidder becomes L1, contract will be finalised based on revised rates which will be obtained from the L1 bidders.
18. The bid shall be valid for a period of 120 days from the date of opening.
19. FACT reserves the right to reject incomplete tenders.
20. The bidders advised to duly get themselves informed of all the details they require before submitting their tenders.
21. The Purchase orders under this contract will be issued by Manager (Materials)-ESS-III, Corporate Materials of FACT at Udyogamandal. The contracts will be operated/administered by Manager (Welfare)-UC in Udyogamandal Complex and by Manager (Welfare)-CD in Cochin Division or any officer authorised by FACT for the purpose.
22. Any information on site familiarization/nature of work, if required by the bidders, can be had from The Manager, Welfare Department, FACT(UC) [i.e. M(W)-UC] (Tel: 256 7237)/ Manager (Welfare)-CD (Tel: 272 3244). For any clarification on this enquiry, Manager (Materials) -ESS-III (Tel: 0484 2568637 / 2568327), Corporate Materials, FACT Ltd., PD-Administration Building, Udyogamandal, may be contacted. The bidders are advised to duly get themselves informed of all the details they require before submitting their bids.
23. FACT has recently introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc., are being simplified.

Encl:

1. Prequalification Criteria (Annexure-I)
2. Instructions to Bidders (Annexure-II)
3. Information about Bidders (Annexure-III)
4. Special Terms and Conditions (Annexure-IV)
5. Price Bid Format (BoQ) (Annexure-V)
6. Declaration Format towards Earnest Money Deposit (EMD)  
(Annexure-VI)
7. Standard Terms and Conditions (Annexure-VII)
8. Declaration Format towards Security Deposit (Annexure-VIII)
9. Proforma for Agreement (Annexure-IX)
10. Check List (Annexure-X)

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**for The Fertilisers and Chemicals Travancore Ltd**

**Manager(Purchase)**

Items with VAT=Yes are eligible for KVAT credit. Suppliers shall furnish necessary document to FACT for availing KVAT Benefit. Loss of VAT credit if any due to non-compliance to this requirement shall be to Supplier's account.

#### MSE UNITS

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

#### MAKE IN INDIA

Purchase preference shall be given to local suppliers 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 in this regard. For the purpose of extending purchase preference as above, the minimum local content shall be 50% and margin of purchase preference shall be 20%, as defined in the above Orders, unless specified otherwise in the Enquiry. 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.

Note:

1. In case, you are unable to submit your Quotation for this enquiry, reasons may be intimated to us.
2. Responsibility for reaching the quotation before due date & time rests solely with the bidder.

3. Transit Insurance will be arranged by us. Please quote accordingly.
4. Quotation submitted without our checklist (duly filled and signed) are liable to be rejected.

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THIS IS NOT AN ORDER. QUOTATIONS TO BE SUBMITTED AS PER INSTRUCTIONS GIVEN OVERLEAF.

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10017287,3039

FACT CORPORATE MATERIALS	SUPPLY OF COCONUT TO FACT'S CANTEENS AT UDYOGAMANDAL COMPLEX AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/151/23587 dated 28.06.2021
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Annexure-I

**Pre-Qualification Criteria to be met by the Bidders**

1. Bidder must have supplied a minimum of 25 MT vegetables/coconut, during any one of the last five years for one or more organizations as on the date of opening of Bid.


OR

Bidder must have supplied vegetables/coconut with a contract value not less than Rs.5.00 (FIVE) lakhs during any one of the last five years for one or more organizations as on the date of opening of Bid.

Bidder shall enclose with the bid, any of the following documents towards proof of experience –  
(a) Copy of work orders (b) experience certificates (c) performance certificates from Organizations served. In the event of false declaration, the bidder shall be disqualified.

2. Average Annual turnover during the last 3 financial years, ending 31.3.2020, should be at least Rs.92.25 lakhs. However, annual turnover during any of the 3 years shall not be less than Rs.13.84 lakhs. Bidders shall submit audited P & L Statements or Turnover Certificate issued by their Chartered Accountant in proof of the above.
3. The bidder shall enclose along with the bid Solvency Certificate (original) for minimum amount of Rs.1.00 lakh from a Nationalized / Scheduled Bank. The Solvency Certificate shall be issued dated after the date of enquiry.

Bidders not fulfilling 1 to 3 above will not be considered.

PRPD.BY	CHKD. BY :	APPRD. BY :	DATE :
SUPPLY CONTRACT ESS-III		THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

## 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 RTGS / NEFT. UTR No. / 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, superscribed "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 superscribed "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 provisional Id 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 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.

- 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-splittable 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.

#### 14.3 **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-splittable 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 be 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

FACT CORPORATE MATERIALS	SUPPLY OF COCONUT TO FACT'S CANTEENS AT UDYOGAMANDAL COMPLEX AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/151/23587 dated 28.06.2021
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Annexure-III

**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).

- Name and Address of bidder with Telephone / Fax No.:
- Name of the person authorised to :  
sign the Bid and related documents
- Name, designation and telephone no. / fax no. / e-mail :  
of the person with whom FACT may correspond
- Accepted terms and conditions of the enquiry: YES / NO  
If "NO", specify deviations
- Constitution of Firm (Please tick)

Individual / Proprietary / Partnership / Private Limited / Public Limited, etc.

- Category:
  - Whether the entrepreneur comes under the following status (please tick)  
Micro / Small / medium
  - In case bidder is an Entrepreneur whether he/she belongs to SC / ST category.
  - Enclose copy of the MSME/NSIC Registration Certificate duly attested by a Gazetted Officer
- In case the bidder becomes a successful contractor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish the following details along with your Banker's Authorisation letter:

1	Income Tax PAN No.	
2	Service Tax Registration No.	
3	Name of the Bank with address	
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 Bid shall be furnished as per the format below (Attach Certificates from Organisation served):

Name of the Organisation	Item	Value				
		2016	2017	2018	2019	2020

9. Following documents to be enclosed along with the Bid:
1. Experience / Performance Certificates/ Work Orders in support of prequalification criteria requirement.
  2. Solvency Certificate from Bank Manager for minimum amount of Rs.1.00 lakhs.
  3. Copy of "Permanent Account Number" (PAN) Card, if any.
  4. GST Registration details:  
(Attach copy of service tax registration)
  5. Copies of Income Tax returns for the last three years.

#### 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

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Annexure-IV

### **SPECIAL TERMS AND CONDITIONS**

#### **1. SCOPE OF SUPPLY**

The estimated quantity of Coconut to be supplied is approximately 1,02,500 kgs. for two years for FACT UC & CD. These are only approximate indications and the daily/annual supply is liable to vary either way depending on the requirement. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever, and does not give any guarantee regarding the quantity required to be supplied. The contractor shall be liable to carry out the work as per the actual requirement from time to time.

#### **2. MOST IMPORTANT: THE SUCCESSFUL BIDDER SHALL TAKE BACK THE EMPTY SHELLS OF THE COCONUTS, PREVIOUSLY SUPPLIED BY THEM FROM THE CONCERNED CANTEENS. THIS SHALL BE DONE EITHER WHILE MAKING THE SUBSEQUENT SUPPLY OR PRIOR TO THAT. LOADING OF EMPTY COCONUT SHELL AND TRANSPORTATION OF THE SAME SHALL BE IN THE SCOPE OF THE SUPPLIER.**

#### **3. PERIOD OF CONTRACT:** The period of contract shall be **two years** tentatively from 01.8.2021 (or) from the date of commencement of work as per Letter of Intent / Purchase Order.

#### **4.** The successful bidder (Contractor) shall be required to furnish 3% of total contract value as an interest free Security Deposit (SD) applicable for 2 years, by DD or by Bank Guarantee issued by a Nationalised/Scheduled Bank as per the Proforma prescribed, within 15 days of receipt of the work order. Supplier who is unable to remit SD amount or submit BG shall submit duly filled in Declaration Format towards SD. The rate as published in 'Mathrubhumi' daily, Kochi Edition on the date of bid opening will be considered. In the event of the published rate not being available on the date of opening or if there is no publication of the daily on a particular day, the rate published on the previous day will be applicable for the supply.

For calculation of SD, the % for '**Coconut Oil Thayyar**' as published in **Mathrubhumi daily Kochi Edition** on the date of bid opening will be considered. In the event of the published rate not being available on the date of opening or if there is no publication of the daily on a particular day, the rate published on the previous day will be applicable for the supply.


#### **5.** Average weekly requirement for Udyogamandal Complex is 635 Kgs and for Cochin Division is 365 Kgs. The company reserves the right to regulate/modify the weekly requirement as per need. The contractor shall liaise with the welfare department regarding weekly requirement. If there happens to be any substantial variation in weekly quantity required, the same shall be informed to the contractor sufficiently in advance. The quantities given above are only an approximate and the same are liable to vary either way (more or less than the estimated figure) depending on FACT's requirement.

#### **6.** 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.

#### **7.** All supplies shall strictly conform to FACT's standard with regard to size and quality. 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.

#### **8. Specification of Coconut:**

Coconut shall be ripe and normal in size (i.e. approximately 4" in diameter at the centre) and should not be less than 400 grams each. Coconuts shall be cleaned and should not have any husk on the top.


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9. a) The supply has to be effected **between 10:00 AM and 3:00 PM** on Wednesdays both at UC Cafeteria and CD Canteen by using the facilities / vehicles of contractor. The contractor shall obtain indents from Assistant Officer (Cafeteria)/ UC and Assistant Officer (Canteen)/CD on Wednesdays for the ensuing supplies on Wednesdays respectively.
- b) If the contractor fails to supply before the above noted time, FACT has the right to reject the supply and make alternative arrangements at the risk and cost of the contractor and any loss incurred by FACT in this connection shall be recovered from the contractor's bills.
- c) When inspection and acceptance of the materials are completed, the supplies made shall be neatly stacked in our Cafeteria [UC] and Canteen [CD] as per the directions of the Supervisors.
- d) All the formalities regarding the supplies shall be completed by 3:30 PM, **and if extended beyond 4:00 PM., Rs.200/- will be deducted from Contractor's bills.** If the contractor is unable to supply on any particular day due to hartal, strike etc. it is the responsibility of the contractor to arrange supply on the previous day of the hartal, strike etc. If the strike/hartal was announced without sufficient notice, supply to be made on the next day after the occurrence.
- e) In case supply of item is below **90%** of the indented quantity, double the rate of the quantity short supplied will be deducted from the bills as penalty.

#### 10. PAYMENT:

- 10.1. Payment shall be effected after supply on a fortnightly basis within 15 days of receipt of invoice duly certified by Welfare Dept. of UC and CD for supplies to UC Cafeteria and CD Canteen. The payment for the supplies will be made in accordance with the rates given in the Price Bid Format attached as per **Annexure-V** inclusive of charges for delivery at our site and stacking above.
- 10.2. Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order.
- 10.3. Payments as per terms & conditions of Purchase Order will be credited to the 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.
11. FACT reserves the right to terminate the contract with two weeks' notice at any time during the pendency of the contract without any obligation from FACT's side.
12. Neither the Contractor nor FACT shall be considered in default in the performance of their obligation so long as performance is prevented or delayed because of strike, war, hostilities, revolution, civil commotion, epidemic, accidents, fire, wind or because of any law-and-order proclamation, regulation or ordinance of Government or subdivision or any act of nature.

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13. In case the contractor fails to execute the contract / fails to supply the indented items to FACT's satisfaction, 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 and forfeit the security deposit. FACT also reserves the right to take appropriate action against the contractor as deemed fit in such cases.
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. **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.

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Annexure-V

**PRICE BID**

From

To

THE MANAGER (MATERIALS)  
MATERIALS DEPARTMENT, FACT LTD.,  
FACT-PD ADMINISTRATION BUILDING,  
UDYOGAMANDAL 683 501.

Dear Sirs,

Sub: Supply of Coconut at FACT – Udyogammandal Complex and Cochin Division Canteens.

Ref: Your Enquiry No. MM/151/23587 dated 28.06.2021.

With reference to your above enquiry, we quote our rate in '%' on the published price of '**Coconut Oil Thayyar**' in **Mathrubhumi Daily, Kochi Edition** on the opening the price bid.

Sl. No.	DESCRIPTION	Estimated quantity for 2 years (in Kgs.)	Firm rate per Kg quoted on the published price of "Coconut Oil Thayyar" in Mathrubhumi, Kochi edition.	
			(In figures)	(In words)
1	Supply of Coconut as per the specification and Terms and Conditions of the Enquiry to <b>FACT-UC Cafeteria at Udyogamandal, Kochi and to FACT CD Canteen at Ambalamedu, Kochi</b>	UC- 65,000 CD- 37,500	..... %	(..... ..... percentage)
2	<b>Applicable Tax Rate (%)</b>			


Place:

Name of the Bidder:

Date:

Signature of the Bidder:

( Seal )

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Annexure-VI

### Bid-Security Declaration

To

The Deputy General Manager (Materials)  
Materials Department  
FACT Ltd.  
Udyogamandal - 683501, Kochi

Ref: 1. Enquiry No. MM/151/23587 dated 28.06.2021 of FACT  
2. Our Bid No. dated

I/We, ..... irrevocably declare as under:  
I/We understand that, as per Clause . . . . of tender/bid conditions, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three Years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse ) if,

- 1) I am / We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/We failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.


Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form.

Duly authorize to sign the bid for and on behalf of .....  
(complete name of bidder)

Dated on ..... Day of ..... Month ..... Year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

PRPD.BY	CHKD. BY :	APPRD. BY :	DATE :
SUPPLY CONTRACT ESS-III		THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

## 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(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or



derived there from, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulum in Kerala.

- 20.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations 9excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or 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 this ORDER shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulum.

#### **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.

FACT CORPORATE MATERIALS	SUPPLY OF COCONUT TO FACT'S CANTEENS AT UDYOGAMANDAL COMPLEX AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/151/23587 dated 28.06.2021
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Annexure-VIII

**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT  
(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON STAMP PAPER  
WORTH Rs.200/-)**

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

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

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


We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be 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 not withstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

PRPD.BY	CHKD. BY :	APPRD. BY :	DATE :
<b>SUPPLY CONTRACT ESS-III</b>		<b>THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</b>	



FACT CORPORATE MATERIALS	SUPPLY OF COCONUT TO FACT'S CANTEENS AT UDYOGAMANDAL COMPLEX AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/151/23587 dated 28.06.2021
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available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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

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

Dated this..... day of ..... Two Thousand and twenty one.


For (Name of Bank) :

Authorised Official :  
Name :  
Designation :

Place:

Full address of the Branch issuing this guarantee:

( Seal )

PRPD.BY	CHKD. BY :	APPRD. BY :	DATE :
SUPPLY CONTRACT ESS-III		THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

FACT CORPORATE MATERIALS	SUPPLY OF COCONUT TO FACT'S CANTEENS AT UDYOGAMANDAL COMPLEX AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/151/23587 dated 28.06.2021
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Annexure-IX

(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 TRAVANCORE LIMITED, a Company registered under the Travancore Companies Act IV of 1114 (Malayalam Era) and having its registered office at Eloor, Udyogamandal P.O., Ernakulam District, Kerala State (hereinafter called the FACT) on the one part and M/s.... (hereinafter called the 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, fulfil 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.

PRPD.BY	CHKD. BY :	APPRD. BY :	DATE :
SUPPLY CONTRACT ESS-III		THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	

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



**FACT**

## 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 FACT	
8	<b>SIZE:</b> Approximate weight and size of the consignment(s)	
9	<b>PAYMENT:</b> 100% within 15 days after receipt and acceptance of the items at FACT Stores (Refer Cl. 10 of Spl T&C)	
10	<b>SECURITY DEPOSIT:</b> @ 3% 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 specify the delivery / completion period offered, in number of Weeks.	
14	<b>DELAY IN DELIVERY:</b> For orders of basic price above ₹25,000/-, Liquidated Damages (LD) will be recovered if delivery is delayed beyond the delivery period stipulated in the order @0.5% of the value of items delayed per week of delay or part thereof, limited to a maximum of 7.5% of the total basic order value (Ref. Cl. 13 of Spl T&C)	
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>	

### 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 5.65% 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.