

CORPORATE MATERIALS
(Raw Materials Purchase)

Petrochemical Division Administrative Bldg.
Udyogamandal, Kochi - 683 501
Ph: 91 484 2568623/ 2568233

ENQUIRY NOTICE

ENQUIRY NO.NIT-MAT-RM-OL-01 DATED 20.08.2022

Fertilisers And Chemicals Travancore Limited (FACT) is a Government of India enterprise, engaged in the production of Caprolactam.

We invite your most competitive bid in seal covers for Open Tender strictly in SINGLE BID format as explained in Instructions to Bidders (**Annexure-2**) for the supply of Oleum as per the details given below and as per enquiry documents attached.

1.0 Material: Oleum as per specifications attached at Annexure-1.

2.0 Quantities and delivery schedule:

2500 MT (about 200 MT per day) for immediate supply from the date of Letter of Intent (LOI). Supplies shall be made by road to our plant at FACT Petrochemical Division at Udyogamandal. Supply shall commence immediately after issue of our Letter of Intent (LOI) and shall be uniformly spread over the delivery period. Bidders shall indicate the quantity offered and the daily delivery schedule in the Price Bid Format. In order to meet the quantity as per the enquiry, FACT may place order on one or more bidder(s) depending on the quantity / delivery schedule offered by the bidders.

3.0 Price:

(a) Price for delivery at our site (FACT Petrochemical Division at Udyogamandal). Price shall be quoted in the Price Bid format enclosed.

(b) GST will be paid, subject to the Seller meeting all the statutory requirements under the GST laws and rules to enable FACT avail Input Tax Credit.

4.0 Payment terms: As per article 6 of Standard terms and conditions of Purchase (**Annexure-3**).

5.0 Evaluation of Bids:

Evaluation of bid shall be done on landed cost at our plant at FACT Petrochemical Division, Udyogamandal including sales tax, freight

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and insurance. Evaluation shall be done based on the landed cost on Cash basis and with 30 days credit basis and FACT will have the option to choose the cheaper option amongst the above. In case a bidder does not quote for 30 days credit or has offered credit for a period shorter than 30 days, the rate will be loaded with interest @6% pa for the balance period up to 30 days for evaluation.

**8.0 Due date and time of submission of Bids: 24.08.2022 - 14.00 hrs IST.
Due date and time of opening of Bids: 24.08.2022 - 14.30 hrs IST.**

9.0 Bids shall be valid for 10 days from date of opening.

Thanking you
For The Fertilisers and Chemicals Travancore Limited

Dy. General Manager (Materials) RM
FACT Ltd., Kochi.

Documents enclosed:

1. Annexure 1 - Specifications of Oleum.
2. Annexure 2 - Instructions to Bidders.
3. Annexure 3 - Standard Terms and Conditions for Purchase
4. Annexure 4 - Prequalification criteria and vendor details
5. Annexure 5 - Compliance statement.
6. Annexure 6 - Price Bid

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Oleum as per below:

SPECIFICATION

<u>Sl. No.</u>	<u>Components</u>	<u>Specification</u>
1	Free SO ₃	22-26% by wt
2	Iron	75 mg/kg max
3	Lead	1 mg/kg max
4	Colour	Colour less

INSTRUCTIONS TO BIDDERS

1. Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, having Registered office at Udyogamandal, Cochin, Kerala and its various Divisions. This enquiry is sent by Corporate Materials, FACT - Head Office, Udyogamandal.

Bidder: Shall mean the firm/manufacturer/trader/individual who submits bid in response to this enquiry.

Seller: Shall mean the firm/manufacturer/trader/individual on whom FACT places the Purchase Order.

2. Bidders shall study carefully the Enquiry Notice, Instructions to Bidders and all Terms and Conditions attached along with this enquiry. All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

3.0 **Submission /opening of bids:**

Bids shall be submitted on single part, as detailed in the Instructions to Bidders vide Annexure - 2.

Bid shall be the Techno-commercial bid and shall consist of the following:

- 1. Annexure 1 - Specifications of Oleum.
- 2. Annexure 2 - Instructions to Bidders.
- 3. Annexure 3 - Standard Terms and Conditions for Purchase
- 4. Annexure 4 - Prequalification Criteria and vendor details
- 5. Annexure 5 - Compliance statement.
- 6. Annexure 6 - Price Bid

Annexures 1 to 6 shall be signed and sealed by the Authorized Signatory of the bidder on all pages.

Annexure- 5 shall indicate deviations, if any, in the terms of the enquiry documents (Enquiry Notice and all Annexures) as offered by them, referring the relevant Annexures/clauses.

Bidders are required to quote their rates strictly in the Price Bid.

Due date and time for submission of bids: As per para 8 of Enquiry Notice.

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Bids shall be opened at the Materials Department, FACT Petrochemical Division, at Udyogamandal in the presence of bidders or their authorized representatives who may be present. Bidders' representatives attending the bid opening shall bring with them the authorization from the bidder.

Due date/Time for opening of Bids: As per para 8 of Enquiry Notice.

The sealed envelope containing bid as above shall be addressed and submitted to the Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin - 683 501 not later than the time stipulated in the enquiry. Delayed/late bids are liable to be rejected.

Offers sent by E mail shall be considered, as a special case.

The email id for receipt of offers is : oleum1@factltd.com. Please note that offers sent to any other email id shall not be considered for evaluation.

- 4.0 As per the directive of Ministry of Micro, Small and Medium Enterprises (MSME), Gol, issued vide Order dated 23.3.2012 MSE units participating in tenders and quoting price band of R1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to R1 price in a situation where R1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable. As per the directive; the above stipulation has been made mandatory from 1st April 2015. The above term is subject to the Gol directives on mandatory price preference to be given to MSE units as per prevalent rules.
- 4.1 In case of non-divisible tenders, an MSE quoting in the price band of R1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to R1 by the MSE concerned.
- 4.2 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, (hereinafter called 'the Policy') including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.
- 4.3 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.
- 4.4 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.

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- 5.0 The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us.
- 6.0 Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, payment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.
- 7.0 The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
- 8.0 The bid shall be signed by authorized persons only.
- 9.0 FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
- 10.0 In order to meet the quantity indicated in the tender, FACT, at its option, reserves the right to award the contract to more than one bidder and apportion the quantity in such manner as deemed suitable, depending on the quantity / delivery schedule offered.

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STANDARD TERMS AND CONDITIONS FOR PURCHASE

- 1.0 Product: Oleum as per specification vide Annexure - 1.
- 2.0 Packing & Delivery : In trucks for delivery at FACT Petrochemical Division.
- 3.0 Weighment:
- Quantity at loading point shall be taken for billing. The quantity received as per FACT weighbridge report will be final. The tolerance of weight will be (-) 0.5% (minus 0.5%) for each tanker. If the weight recorded at buyer's plant is more than or equal to 99.5% of invoiced weight, then the invoice weight will be treated as final. In case weight at buyer's weighbridge is less than 99.5% of the invoiced weight, buyer's weighment will be final for effecting payment.
- 4.0 Delivery period : Delivery period shall be as specified in the Purchase Order.
- 5.0 Insurance: To be arranged by Seller.
- 6.0 Payment Terms: Payment for quantity received shall be made immediately on receipt and acceptance of the material at FACT site/ after the credit period offered.
- 6.1 Statutory deductions towards income tax, TDS on GST etc shall be made from the supplier's bills as applicable.
- 7.0 Taxes, Duties and Levies.**
- 7.1 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 the item
 5. HSN / SAC codes of item of the goods / services quoted
 6. In case of unregistered supplier, a declaration to that effect with reason should be furnished.
 7. PAN no.
 8. Valid registration certificates under SSI / NSIC / MSME certificate
- 7.2 Our GST registration in the state of Kerala is 32AAACT6204C1Z2.
- 7.3 The prices quoted shall be exclusive 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.

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7.4 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.

8.0 Force Majeure

- i) If at any time during existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Govt. (including, but not restricted to prohibition of exports or imports), fires, floods, explosions, epidemics, strikes, embargoes and closure of discharge berths, then the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc.
- ii) Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim eventual damages from each other.
- iv) The Seller or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by local Chamber of Commerce in the country of the seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
- v) Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

9.0 Default

In the event of any default by the Seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.

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10.0 Law

In case of an Order the governing law shall be Indian Law. The proper language of the Purchase Order shall be English. The Seller agrees to submit himself to the jurisdiction of Indian Courts of Law.

11.0 Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.

12.0 Arbitration Clause

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

13.0 **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.

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Pre-qualification criteria

The Vendor should have:

- (i) Experience in supply of at least 500 MT Oleum in trucks during any one year of the preceding three years as on the date of submission of offer.

Copies of Purchase Orders/ Invoices for the supplies, duly attested by the authorized signatory shall be furnished as documentary evidence in support of the above.

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DETAILS OF VENDORS FOR SUPPLY OF OLEUM

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 Fax Numbers

1.6.0 Contact Person(s)

2.0.0 **Company Particulars:**

2.1.0 Constitution

2.2.0 Name and address of Bankers

2.5.0 **Financial data:**

2.5.1 Sales turn-over for the last three years :

3.0/0 **Details of Authorized Signatories:**

	Name	Designation		Signature
1				
2				
3				

**Details of previous supplies of Oleum during
preceding three years**

Year	Client's name	P.O. No./date	Quantity

Any other details:

Signature

Name

Designation (Authorized Signatory)

Seal

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM -OL-01 dated 20/08/2022

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-01 dated 20/08/2022 and hereby confirm our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document/ Clause No.	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

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Price Bid Format

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for Oleum delivered at FACT Petrochemical Division (including freight and insurance) Payment on Cash basis	
2	Price for Oleum delivered at FACT Petrochemical Division (including freight and insurance) Payment on Credit basis	
3	IGST or SGST plus CGST as applicable [Payment on Cash Basis]	
4	IGST or SGST plus CGST as applicable [Payment on Credit Basis]	
5	Total landed cost – Payment on Cash basis	
6	Total landed cost – Payment on Credit basis	
7	Period of Credit (No. Of days) days

Total quantity Offered - MT.

Daily Delivery Schedule - MT per day

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

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