

दिए फर्टिलाइजर्स एण्ड केमिकल्स
ट्रान्कोर लिमिटेड
(भारत सरकार का उद्यम) / (A GOVERNMENT OF INDIA ENTERPRISE)



FACT
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MAT/ESS/RFQ

GST No : 32AAACT6204C1Z2
Phone : 0484-2546778
2546629 / 2545222

CORPORATE MATERIALS
PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL - 683 501, KOCHI, KERALA, INDIA

निर्घ के लिए अनुरोध / REQUEST FOR QUOTATION

Detailed Specification

Enquiry:MM/119/G31897

Contact Details

Name: Sreekanth S

Phone: 0484 2568319 , 0484 2568636

Email ID: sreekanth.s@factltd.com

Please submit your offer for supply of the following items as per the instructions, technical specifications and other terms and conditions specified herein/ attached.

Note:

1. The delivery period mentioned in the BoQ is our indicative requirement. You m

SL No.	Material Code	Detailed Specification/s	Quantity	Unit of Measure	Plant
1	651112912	Stainless Steel Plate Conforming to ASTM A 240 Type:316L. THK : 12mm	17000	Kilogram	1003
2	651508060	Stainless Steel Plate Conforming to ASTM A 240 Type:316L. Thickness : 6mm	11000	Kilogram	1003
3	651508080	Stainless Steel Plate Conforming to ASTM A 240 Type:316L. THK : 8mm	12000	Kilogram	1003
4	651508100	Stainless Steel Plate Conforming to ASTM A 240 Type:316L. THK : 10mm	5000	Kilogram	1003
5	651508160	Stainless Steel Plate Conforming to ASTM A 240 Type:316L. THK : 16mm	2000	Kilogram	1003

SPECIAL CONDITIONS & COMPLIANCE STATEMENT

Sl. No.	Terms	Bidder confirmation
1	MINIMUM SIZE OF PLATES SHALL BE 1.5 MTRS X 6 MTR	
2	PRE DESPATCH INSPECTION BY FACT/TPIA. SCOPE OF INSPECTION INCLUDES BUT NOT LIMITED TO A) VERIFICATION OF MANUFACTURER'S ORIGINAL TEST CERTIFICATE FOR CONFORMITY WITH THE STANDARD SPECIFIED; B) VERIFICATION OF THE OFFERED PLATES FOR HEAT NUMBER IDENTIFICATION, ETC., WITH THE MANUFACTURER'S TEST CERTIFICATE; C) DIMENSIONAL VERIFICATION; D) ANY TEST, IF DESIRED SO BY THE THIRD PARTY INSPECTION AGENCY, TO CONFIRM THAT THE OFFERED PLATES CONFORM TO THE STANDARD AND ARE THE SAME PLATES SPECIFIED IN THE MANUFACTURER'S TEST CERTIFICATE.	
3	MANUFACTURER'S MATERIAL TEST CERTIFICATE IN ORIGINAL SHOWING CHEMICAL COMPOSITION AND PHYSICAL PROPERTIES SHALL BE FURNISHED FOR VERIFICATION DURING PRE-DESPATCH INSPECTION BY FACT/TPIA AND A COPY OF THE SAME, ATTESTED BY THE ABOVE INSPECTION PARTY, SHALL BE FURNISHED ALONG WITH THE SUPPLY.	
4	THE ITEMS SHALL BE GUARANTEED AGAINST DEFECTIVE MATERIAL, BAD WORKMANSHIP AND POOR PERFORMANCE FOR A PERIOD OF 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF SUPPLY WHICHEVER IS EARLIER.	

Note: All the above columns shall be filled properly with **“confirmed”**, without leaving blanks.
Please upload / return this document duly filled-in, along with your bid.



PRE-QUALIFICATION CRITERIA

Sl. No	Pre-Qualification Criteria(PQC)Conditions	Documents to be submitted along with bid.	Bidders compliance
1	The bidder should have successfully completed 3 orders of supply of SS/AS plates, value not less than Rs.60 Lakhs or 2 orders of supply of SS/AS plates, value not less than Rs.80 Lakhs or 1 order of supply of SS/AS plates, value not less than Rs.125 Lakhs during last 7 years ending on the date of this enquiry.	Bidder should furnish supporting/relevant documents, work orders/purchase orders pertaining to the fulfilment of the requirements.	
2	a) Average annual turnover of the bidder for the last three financial years ending on 31-03-2024 shall be Rs.329 lakhs or above And b) Annual turnover for each year shall be minimum Rs.50 lakhs during the last three financial years ending on 31-03-2024	Copies of audited financial statements (Profit & Loss Account and Balance Sheet) for the last three financial years ending on 31-03-2024 (2021-22, 2022-23 & 2023-24)	

Note:

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other provisions

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

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

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

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

(5) The Bidder / Contractor signing this “Integrity Pact” shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
(Office Seal)

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

Place:

Date:

Witness 1:
(Name & Address).....

Witness 2:
(Name & Address).....