

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,
CORPORATE MATERIALS,
FACT-PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA - 683 501
Tel: (0484)- 2568623 / 2568233 Fax: (0484)- 2545172
E-mail: manju@factltd.com ; kennedy@factltd.com

Enquiry No.MAT-RM-99722 H dated 22/05/2020

NOTICE INVITING e-TENDERS

The Fertilisers and Chemicals Travancore Ltd. (FACT), a Government of India Enterprise, requires HDPE bags for packing of fertilizers. Single part Prequalification cum Open e-tender (online bidding single cover system) is invited from manufacturers of HDPE bags for supply of HDPE bags.

Online bids shall be submitted in **SINGLE PART** as explained in the **Instructions to Bidders (Annexure I)** to the enquiry for supply of the following HDPE bags for packing of fertilizers as per the enquiry documents:

SlNo.	Type of bag	Qty. in Nos (lakhs)
1)	Laminated HDPE bags (50 kg capacity) for packing:	
	Factamfos for Udyogamandal and Cochin Divisions As per Specifications at Annexure-V A	20.00

Delivery of bags shall be made at the Stores Department of FACT Udyogamandal Division / Cochin Division as mentioned in the Purchase Order /delivery schedules.

The rates are to be quoted for HDPE bags based on the following granule basic prices applicable as on 01.05.2020, ex-works Chennai.

HDPE granule:E 52009(RIL) : Rs.72,870/MT(ex-works price)
LDPE granule: 1070LA17(RIL) : Rs.86,670/MT (ex-works price)

The quantities indicated are only approximate and subject to change at FACT's option. Delivery schedules for supply shall be given our Raw Materials Section after placement of order for bags. Please indicate your proposed delivery program in the offered quantity and delivery schedule in Annexure-VI.

Online bids shall be submitted **strictly** in the **SINGLE BID format explained in the Instructions to Bidders (Annexure I)**. Price Bid shall be submitted in price bid Format (BOQ) as per Annexure IV of this enquiry.

PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER

Visit <https://eprocure.gov.in> for online bid submission.

General Informations

Name of work	Prequalification cum Supply of HDPE bags Laminated for packing Factamfos
Enquiry No	MAT-RM-99722 H dated 22/05/2020
Mode of Tendering	SINGLE COVER SYSTEM
Due date & time for Submission of bids	01/06/2020/ 2.00 PM
Date &Time for opening of the Bid	02/06/2020 /2.00 PM
EMD	Rs.1,00,000/-by NEFT/RTGS
Contacts e-tender helpline	1) Mr.Ajino Anandh, Tel: 0484-2567349 , Mob: 9497334230 , email:ajinoanandh@gmail.com 2) Mrs.Manju M Warriar,Tel: 0484-2568623 e-mail: manju@factltd.com 3) Mr.R Satis Kennedy,Tel: 0484-2568233 e-mail: kennedy@factltd.com

Tender Documents(e-Tender)

Visit our website www.fact.co.in or Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bids submission shall be in electronic form through <https://eprocure.gov.in> only. See Annexure-1 'Instructions to Bidders'

The following documents form part of the enquiry.

Sl.No.	Document	TITLE	No. of pages
1	Annexure-A	Application and Questionnaire for Prequalification of Vendors	6
2	Annexure-I	Instructions to bidders(e-tender)	5
3	Annexure-II	Terms and Conditions	5
4	Annexure-III	Special Terms & Conditions for HDPE bags	4
5	Annexure-IV	Price Bid Format(BOQ)	1
6	Annexure-VA	Specifications of HDPE Laminated Factamfos bags	2
7	Annexure-VI	Delivery requirement(Offered quantity and delivery schedule)	1
8	Annexure-VII	Proforma of Bank Guarantee in lieu of Security Deposit	2
9	Annexure-VIII	Proforma of Bank Guarantee towards security in lieu of retention of 2% payment	2
10	Annexure-IX	Format of Compliance Statement	1
11	Annexure-X	Check list for Commercial Terms	2
12	Annexure-XI	Format for Integrity Pact	5

FACT reserves the right to reject any bid on the basis of non-execution of contract/unsatisfactory performance of the bidder in any previous contract with FACT/any other company/govt. departments or bid from any bidder who has been de-listed/black listed by FACT/any other company due to unsatisfactory performance, forfeiture of EMD or any other similar reason.

For THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

Deputy.General Manager(Materials)RM1

**APPLICATION FORM FOR PREQUALIFICATION OF VENDORS FOR SUPPLY OF
HDPE BAGS FOR PACKING FACTAMFOS**

I. INSTRUCTIONS:

1. Please ensure that all the required data are furnished in the format given herein without any omission/ambiguity. Clarifications on data furnished may not be taken up with the applicants. Applications that are incomplete or ambiguous are liable to be rejected.
2. The details furnished shall be authentic. We reserve the right to verify correctness of the details given, by inspecting your premises and records. If any information furnished is found to be incorrect, the application is liable to be rejected, either during prequalification or after, without prior intimation.
3. Vendors already registered with us and supplying to us also shall comply with all the requirements as per this application form.
4. We reserve the right to obtain and verify any additional information than those contained in the application form during or after pre-qualification.

II. PRE-QUALIFICATION CRITERIA

The criteria to be met by the bidders for the Pre- Qualification are as follows:

- a. The vendor should have supplied at least 40 (forty) lakh HDPE bags with outer lamination in one year during any one of the previous three years viz, January 2017 - December 2017, January 2018 - December 2018 and January 2019 - December 2019. Please enclose Purchase Order copies and the corresponding invoices/certificate from buyers on satisfactory performance as proof of the above.
- b. The vendor should have own manufacturing facility to produce minimum 15,000 HDPE bags per day. Kindly furnish a declaration confirming the same and the statement showing the details of available machinery and other facilities. FACT reserves the right to verify the details through inspection at the manufacturer's works.
- c. Vendor should have all the facilities and equipment for conducting tests of the HDPE bags as per the approved standards. Kindly furnish a declaration confirming the same and a statement showing the details of available facilities and equipment. FACT reserves the right to verify the details through inspection at the manufacturer's works.

NOTE: BIDDERS NOT FULFILLING THE ABOVE CRITERIA WILL NOT BE CONSIDERED.

Yours faithfully
For THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

Deputy General Manager (Materials) RM

Enquiry No.MAT-RM-99722 H dated 22.05.2020

**VENDOR DATA UPDATION (DECLARATION) FORM FOR PREQUALIFICATION OF VENDOR
FOR SUPPLY OF HDPE BAGS FOR PACKING FACTAMFOS.**

	Description	To be filled in by vendor	
1.0	Name of the vendor		
1.1.0	Full address with PIN code of Registered office and Works.	Registered Office	Production Units (Works)
1.2.0	Telephone Numbers		
1.3.0	E-mail id		
1.4.0	Fax Numbers		
1.5.0	Contact Person		
1.6.0	Full address with PIN code (To which correspondences are to be sent)		
2.0.0			
	Company Particulars		
2.1.0	Constitution Proprietary/ partnership/ private Ltd/ Public Ltd/ Public Sector (If Proprietary / Partnership, name's of proprietor/ Partners)	(Please furnish documentary proof)	
	Good and Service Tax Registration (GST)	(Yes/No)	Please Enclose copy
	Permanent Account Number" (PAN) Card.	(Yes/No)	Please Enclose copy
	Whether SSI Unit	(Yes/No)	Please Enclose copy.
	Whether ISO Certified/ approved by the Bureau of Indian standard or any Ill party inspection agency	(Yes/No)	Please provide documentary evidence if yes
	Whether manufacturing is done directly or subcontracted	(Yes/No)	- do -

2.2.0	Number of Employees					
	Technical Executives (Graduate in Engineering/ textile / Polymer Technology).		Please specify separately			
	Non Technical Executives					
	Skilled workers					
	Un-Skilled workers					
	Name, address, telephone & fax nos. of Chief executive					
2.3.0	Name and address of Your Bankers. (Please enclose copies of certificate of credit worthiness and credit limit certificates from your bankers)					
2.4.0	Please enclose audited Balance Sheet for 3 financial years 2016-17, 2017-18 and 2018-19.					
2.5.0	Details of major orders for HDPE bags supplied during last 3 years as below to verify conformity with the Pre-qualification criteria					
	Year	Description of the bags	Name of the buyer/s	Quantity (in lakh)	Date of Order	Value (Rs.)
	Jan 2017- Dec2017					
	Jan 2018- Dec2018					
	Jan 2019- Dec2019					
2.5.1	Copies of purchase orders and corresponding invoices / Certificate from buyers on satisfactory performance shall be enclosed in support of details in para 2.5.0 above. Applications without furnishing the above details and without supporting documents in conformity with the pre-qualification criteria are liable for rejection.					
2.6.0	Sales turn over during the 3 financial years 2016-17, 2017-18 and 2018-19					
Period	QTY. in numbers		Value in Rs.			
	Total for all products	For HDPE bags alone	Total for all products	For HDPE bags alone		
2016-17						
2017-18						
2018-19						

3.0.0	Do you have any associate firm manufacturing various types of bags. If yes give the following details (use additional sheets if there are more than one)			
3.1.0	Name and address			
3.2.0	Constitution			
3.3.0	Names of common partners / Directors			
3.4.0	Whether SSI, if YES give details of NSIC registration.			
3.5.0	Turn over for the last three financial years			
3.5.1	2016-2017			
3.5.2	2017-2018			
3.5.3	2018-2019			
3.6.0	Product details			
3.7.0	Please give Chartered Accountant's certificate, certifying that the firms mentioned at above are your associate firms.			
4.0.0	Manufacturing facilities:			
4.1.0	Please furnish details of manufacturing facilities for making outer laminated PP bags to verify conformity with the Pre-qualification criteria. (In case more than one production unit, please provide details for each unit in separate sheet as per the following format)			
4.1.1	Machinery	No. of machines available in working condition	Capacity of each m/c (per day)	Capacity of the m/c (in terms of no. of bags per day and month)
4.1.2	Tubing machine		... .. Kg/day	
4.1.3	Extruders: (a)T-dye (b)Round dye		... .. Kg/day.....Kg/day	
4.1.4	Winding Machine			
4.1.5	Circular looms		..... mts./day	
4.1.6	Extrusion coating (lamination) Plants		..... mts./day	

4.1.7	Liner extruders		... .. Kg/day	
4.1.8	Cutting machines		..... bags/day	
4.1.9	Sewing machines		..... bags/day	
4.1.10	Printing Machines		..... bags/day	
4.1.11	Baling Machines			
4.1.12	Diesel Generators/Captive Power Plants		.....KVA	
4.1.13	Eqpt. connected to diesel Generators/ CPP			
4.1.14	Any other equipment available			
4.2.0	Manufacturing capacity in terms of the number of outer laminated HDPE bags per day using the above facilities		..... bags / day	
5.0.0	<u>Quality Control Facilities</u>			
5.1.0	Quality control facilities and machinery. Please list out the facilities and machinery available to ensure manufacturing of HDPE bags as per our specification. Copies of documents used for internal Quality control for stage-wise quality control (Please use additional sheets if required)			
6.0.0	<u>Source of Raw Materials</u>			
6.1.0	HDPE			
6.2.0	LDPE			
6.3.0	PRINTING INK			
6.4.0	STEREO FOR PRINTING			
6.5.0	STITCHING THREAD			
6.6.0	Types of Master batches used & sources			
7.0.0	<u>General</u>			
7.1.0	What is the distance of your works manufacturing HDPE bags from Kochi and transit time required for a truckload to reach Kochi from your works?		Distance : Kms. Transit Time :..... days.	
6.2.0	Have you ever been blacklisted by any Govt. Dept., Public Sector, Quasi Govt. Undertaking, etc... If so, please furnish the details.			

CHECKLIST FOR ENCLOSURES		
8.0.0	(Please check and confirm attachment of the following documents):	
8.1.0	Documents in proof of your Organisations's Constitution	:
8.2.0	Copies of GST Regn. Certificate :	Yes/No
8.3.0	Copy of Income Tax Return for previous three years	Yes/No
8.4.0	Proof of valid registration certificates under SSI / NSIC	Yes/No
8.5.0	Proof of ISO Certification / BIS approval and / or approval by reputed III Party Inspection Agency.	Yes/No
8.6.0	Certificate of Credit worthiness and credit limit certificate from your bankers.	Yes/No
8.7.0	Chartered Accountant's Certificate on associate firms	Yes/No
8.8.0	Latest 3 years balance sheets Profit & Loss Account for previous 3 years	Yes/No
8.9.0	Major Purchase Order copies and corresponding invoices or Certificates on satisfactory performance as proof for completion from buyers, pertaining to the last three financial years	Yes/No

Note: In case the vendor has more than one production unit and the combined capacity of all such units is considered as assessed capacity of the vendor, then the capacity of such production units shall not be considered for the pre-qualification of their sister concerns if any. In case sister concerns under the same management would like to be pre-qualified they shall apply separately and should conform to the pre-qualification criteria and other requirements independently.

We certify that all information furnished by us in this application form is correct and true. In the event that the information given is found to be incorrect /untrue, FACT shall have the right to disqualify us or remove us from FACT's vendor lists without giving any notice or reason thereof.

Place :

Date :

Signature :

Name of the authorized signatory:

Seal :

Annexure - I

INSTRUCTIONS TO BIDDERS

- 1.0 Definition.
 - 1.1 The term "FACT" shall mean The Fertilisers and Chemicals Travancore Limited having its Head Office & Registered Office at Eloor, Udyogamandal, Cochin and its Divisions and its successors and/or assignees.
 - 1.2 The term "Bidder" shall mean the person(s), firm, or company who offer(s) a bid duly signed in response to the enquiry issued by FACT and shall be deemed to include their representatives, heirs, executors and administrators and successors of such person(s), firm, or company.
 - 1.3 Bidders shall study carefully the complete tender documents viz. NIT, Instructions to Bidders(Annexure-I),Terms and conditions(Annexure-II) Special Terms & Conditions of HDPE bags(Annexure-III), Specifications of HDPE bags(Annexure-VA) and Delivery requirement(Annexure-VI) attached. However scanned copies of such documents shall be uploaded along with the offers submitted online attached herewith. 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. One scanned copy of the Instructions to Bidders, Terms and conditions, Special Terms and Conditions of HDPE bags, Specifications of HDPE bags shall be digitally signed on all pages by the bidders and shall accompany their bids signifying their acceptance of the same. Bidder shall also submit Delivery requirement(Offered quantity and delivery schedule)(delivery at destination)-Annexure-VI, Compliance Statement (Annexure-IX) and Check list for Commercial Terms(Annexure-X) along with the offer duly filled with all details required therein and also attach supporting documents as required.
 - 1.4 Offers against this NIT shall be submitted online on e-Tendering portal <https://e-procure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. SHALL NOT be accepted.
 - 1.5 The documents which necessarily have to be submitted in originals, such as, EMD Instrument etc., as applicable, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offers submitted online.
- 2.0 Bid documents shall consist of the following.
 - i) Application and Questionnaire for Prequalification of Vendors (Annexure - A)
 - ii) Instructions to Bidders (Annexure - I)
 - iii) Terms and Conditions (Annexure- II)
 - iv) Special Terms and Conditions for HDPE Bags (Annexure-III).
 - v) Earnest Money Deposit (EMD) as per the details in Para .3 below
 - vi) Price Bid Format (BOQ)(Annexure-IV)
 - vii) Copy of the specifications at Annexures V A duly signed by the bidder with seal on all pages.
 - viii) Delivery requirement {Offered quantity and delivery schedule (delivery at Destination)}-(Annexure-VI)
 - ix) Compliance Statement as per format at (Annexure-IX) duly signed by the bidder with seal.
 - x) Check list for Commercial Terms (Annexure-X)
 - xi) Integrity Pact (Annexure -XI)

2.1 The bid shall contain as integral part of the same the following compliance statement (Annexure-IX)

"We have read, understood and accepted the Specifications as per Annexure VA, Instructions to Bidders, Terms and Conditions and Special Terms and Conditions, Delivery requirement and Check list for Commercial Terms as per Annexures I, II, III,VI and X attached with your Enquiry No. **MAT-RM-99722 H dated 22/05/2020** against which this bid is being submitted".

2.3 The bid shall be signed by authorised persons only.

2.4 Bid with false statements or incomplete details are likely to be rejected.

2.5 The online bid as above shall be uploaded not later than **2.00 PM on 01/06/2020**. The bids shall be opened at **2.00 PM on 02/06/2020** in the presence of bidders or their authorised representatives who choose to be present.

3.0 **Earnest Money Deposit(EMD):** EMD amount Rs.1,00,000/- shall be furnished indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 ,SWIFT SBININBBT19**. A scanned copy of the Payment Receipt / UTR No. shall also be furnished along with bids. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded immediately after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry. Small Scale Industries registered with NSIC are exempted from furnishing EMD. Proof of registration shall be scanned and uploaded with the bid. Micro and Small Enterprises will be exempted from furnishing EMD. Proof of being a Micro / Small Enterprise and documents regarding UAM number shall be scanned and uploaded with the bid.

3.1 If the bidder withdraws his bid before expiry of its validity period or fails to sign and return the duplicate copy of the Purchase Order within ten days of its receipt, the EMD shall be forfeited, without notice and without prejudice to FACT's right to take other actions including claiming damages.

3.2 If the successful bidder wants to adjust EMD towards Security Deposit, the same may be done with FACT's consent based on written request.

3.3 FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning reasons whatsoever. FACT also reserves the right to place order / orders on one or more bidders.

3.4 FACT reserves the right to extend, without giving any reasons, the due date for submission/opening of bids against this enquiry. Bidders are requested to visit Central Public Portal (<https://eprocure.in>) for any updates/corrigendum on the tender, including extension of due date, if any.

3.5 FACT reserves the right to reduce or increase the quantity from the enquiry, at any time, without assigning any reasons whatsoever.

4.0 **Bid shall be valid for a period of 1 month from the date of opening of bids.** The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by FACT.

5.0 **Evaluation:** Evaluation will be based on FOL destination price. Vendor shall provide HSN Code and place of supply (whether it is IGST or CGST+SGST supply)

- 6.0 As per the directive of Ministry of Micro, Small and Medium Enterprises (MSME), GoI, issued vide Order dated 23.3.2012 MSE units participating in tenders and quoting price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 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 GoI directives on mandatory price preference to be given to MSE units as per prevalent rules.
- 6.1 In case of non-divisible tenders, an MSE quoting in the price band of L1+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 L1 by the MSE concerned.
- 6.2 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.
- 6.3 MSE bidders shall declare their UAM number in the CPP Portal, failing which such bidders will not be able to enjoy the benefits as per the Policy for tenders invited electronically through CPP Portal. Bidders will get the benefit of PP policy only if they are MSE bidders and have registered their UAM number in the CPP Portal at the time of submission of their offers.
- 6.4 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.
- 6.5 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.
- 7.0 All correspondence with regard to this enquiry shall be in English , shall bear the reference number of the enquiry and addressed to the:

The Deputy.General Manager (Mat)/RM1,
Corporate Materials ,
FACT Ltd.,
PD Administrative Building
Udyogamandal, P.O
Cochin, Kerala. PIN - 683 501.

8.0 **SUBMISSION OF BIDS:**

- 8.1 Bid documents shall consist of the following:
- 1) Scanned copy of EMD Instrument (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with testimonials.
 - 2) Scanned copy of Signed & dully filled Application and Questionnaire for

Prequalification of Vendors for HDPE Factamfos Bags and the required documents.

- 3) Digitally signed copies of NIT, Instructions to Bidders (Annexure-I), Terms and Conditions (Annexure-II), Special Terms and Conditions for HDPE bags (Annexure-III), Copy of Specifications at Annexures-VA.
- 4) Scanned copy of signed & dully filled Delivery Requirement (Offered quantity and delivery schedule (delivery at destination) (Annexure-VI).
- 5) Scanned copy of signed & duly filled 'Compliance Statement' (Annexure -IX).
- 6) Scanned copy of signed & duly filled Check list for Commercial Terms (Annexure-X)
- 7) Scanned copy of Integrity Pact executed in Non-Judicial stamp paper (Annexure-XI)
- 8) Price Bid i.e. BOQ (ANNEXURE-IV) attached to the tender shall be uploaded after filling all relevant information such as, name and address of the bidder, GSTN Number, HSN Number, rates, date, place and place of supply (whether it is IGST OR CGST+SGST). In case any of the price break up element is not applicable "NIL" or "Included" should be entered as zero (0) in the Price bid format (BOQ). Fill in all the relevant fields of the BOQ either in value or as percentage as specified in the BOQ.

The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the BOQ sheet will not be accepted by the System.

Bidders shall quote prices in the BOQ only. Prices indicated elsewhere shall not be considered. Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly. Tenders not in conformity with the above are liable to be rejected.

- 8.2 The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 8.3 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available etc., FACT shall not be held responsible for inability of submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.

9.0 **BASIS OF ARRIVING AT L1 TENDERER:**

9.1 **BID OPENING:**

- 9.1.1 The bids of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.
- 9.1.2 Price bid (BOQ) of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.

- 9.2 **NEGOTIATION WITH L1 TENDERER:** If FACT deems it fit to conduct negotiation, negotiation will be conducted
i. Where there is only one Techno Commercially qualified bid.

10.0 **SPLITTING UP OF JOBS:**

25% of total order quantity shall be allocated to MSME units as per clause 6.0. The lowest bidder (L1) for each type of bag will be awarded order for 70% of the balance quantity subject to capacity and the second lowest bidder (L2) will be awarded 30% of the balance quantity subject to matching with the L1 rate. In case L2 does not match with the L1 rate then L3 will be awarded order subject to L3 matching with L1 rate. In case L2, L3 etc. do not match with the L1 rate, order may be given to L1 for the full quantity subject to capacity of L1. For requirements up to 5 lakh bags of each type FACT may not split the order.

- 11.0 Bidders shall meet all expenses in connection with submission of his bid, meetings etc.

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

- 13.0 **Integrity Pact:** The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers And Chemicals Travancore Ltd. on Rs.200/- stamp paper along with the bid as per Annexure XI. Mr. P.K. Vijayakumar, IRS (Retd) shall be the Independent External Monitor (IEM) for these tenders and his contact details are given below:

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punkunnam P.O,
Thrissur – 680002

Telephone: 0487-2381123 Mobile: 8547381122 E-mail address:
vkmenon78@gmail.com

TERMS AND CONDITIONS

1.0 Definitions

- 1.1 The term "FACT" shall mean The Fertilisers and Chemicals Travancore Limited having its Head Office & Registered Office at Eloor, Udyogamandal, Cochin and its Divisions and its successors and/or assignees.
- 1.2 The term ' Seller ' shall mean the person(s) firm, or company with whom the contract for the supply of bags has been entered into and shall be deemed to include their representatives, heirs, executors and administrators and successors of such person(s) firm, or company.
- 1.3 The term " Order " shall mean the Purchase Order of which this forms a part and all attached Annexures and Documents referred to therein and all terms and conditions together with any subsequent modifications thereto.

2.0 Scope of order

- 2.1 The bags are to be supplied according to the specifications mentioned in the enquiry document and these terms and conditions unless any or all of them have been modified or cancelled in writing either as a whole or in part.
- 2.2 FACT reserves the right to alter the specification, if found necessary, with the concurrence of the Seller.

3.0 Period of contract:

- 3.1 **Period of contract shall be 3 (Three) months from the date of issue of Letter of Intent and this may be extended or shortened on the same terms by up to 3 months at the option of FACT.**

4.0 Security Deposit (SD)

- 4.1 Within fifteen days of receipt of letter/fax of intent, the Seller shall furnish interest free Security Deposit **of Rs.1 lakh or 2.5% of order value** whichever is more towards faithful performance of the contract, failing which the letter of intent/order is liable to be cancelled and EMD forfeited without notice and without prejudice to FACT's right to take other actions including claiming damages.
- 4.2 The SD can be given in the form of a Demand Draft drawn in favour of FACT Ltd, payable at Udyogamandal/Ernakulam or a bank guarantee as per FACT's proforma. The SD shall be interest free. The Demand Draft/Bank Guarantee shall be from a Nationalised bank/scheduled bank. The bank guarantee shall be confirmed by the issuing bank and shall be valid for 6 months and with a further claim period of 6 months.
- 4.3 The EMD will be refunded only after the bank guarantee furnished towards SD is accepted by FACT. The EMD remitted may be adjusted against SD with FACT's consent based on written request by the Seller.
- 4.4 The SD shall be released only when supplies are completed as per the purchase order and final bill paid. The SD shall be liable to be forfeited should the Seller fail

to fulfill the contractual obligation to FACT's satisfaction or to settle in full their dues to FACT or where FACT had to procure supplies of bags from other sources at Seller's risk and cost and to claim further compensation towards loss sustained by it. In such an event, amount due to FACT from the Seller shall be deducted from the SD to the extent available and the seller shall on receipt of notice of claim from FACT, make a further deposit or furnish bank guarantee for balance amount, if any. If the SD is in the form of a Bank Guarantee, its validity shall be extended till all outstanding issues are settled.

- 4.5 If at the time of release of the SD, all the bags supplied have not been consumed, 2% of the order value or final bill amount for minimum one full lorry load whichever is lower shall be withheld for three months from the date of receipt of last supply towards cost of rejections during use. If the bags are not consumed within these three months, the amount withheld shall be returned, on the Seller giving a written undertaking that he shall reimburse to FACT the actual cost of bags rejected in use subsequently.

5.0 Mode of Transport

- 5.1 Delivery shall be effected at destinations mentioned in the order in lorry loads on door delivery basis. Unloading will be arranged by FACT.

6.0 Transit insurance:

- 6.1 Transit insurance shall be arranged by the Seller at his cost. For the purpose of declaring insurance value of each consignment, the cost of materials plus applicable GST, and 3% incidental charges on F.O.L. destination value shall be taken into account. Insurance shall also cover 30 days storage at FACT's site. Documentary evidence shall be furnished.

7.0 Firm price /Price variation clause:

- 7.1 The prices shall be for delivery at destination by lorry and firm without any escalation till the order is completely executed except for variation in statutory levies as per 9.0 below and for price of raw materials as per Price Variation Clause in **Annexure - III**.

8.0 Payment Terms:

- 8.1 98% of the value of bags shall be paid after receipt and acceptance of bag by FACT with all relevant documents as shown in Annexure III Clause 2, at the designate store. Balance 2% shall be paid after 3 months of supply of each consignment subject to clause 4.5 above. In case of reasons attributable to supplier, FACT is not able to avail input tax credit, next month payment will be restricted to that extent.

OR

"100% of the value of bags shall be paid after receipt and acceptance of bags by FACT with all relevant documents as shown in Annexure III Clause 2 against BG for 1% of order value and valid for a period of 9 months (from the date of receipt of first lot) extendable for 3 more months. If the supply has not been completed during the 6 months period due to delay in delivery/change in delivery schedule etc. the BG shall be extended accordingly.

- 8.2 TDS @2% shall be deducted from payments as per GST rules and corresponding TDS certificate will be issued.

9.0 Taxes, Duties and Levies.

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

1. The GST registration Number and details of the bidder. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply
3. Address of the supplier billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted
6. In case of unregistered supplier, a declaration to that effect with reason should be furnished.

9.2 Our GST registration in the state of Kerala is 32AAACT6204C1Z2.

9.3 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.

9.4 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.

10.0 Quantity and Delivery:

10.1 The bags shall be delivered as per mutually agreed delivery orders. The bags shall be delivered within the time specified in the delivery order and as per any other instructions given. FACT reserves the right to amend the quantities for delivery orders within the quantity offered by the Seller for each month.

10.2 The goods shall be deemed delivered by seller on receipt at the site specified in the order.

10.3 Delivery shall be in such a manner as to ensure safe arrival of goods in good condition without damage or deterioration.

11.0 Delays in Delivery

11.1 **The schedule of delivery as intimated through delivery orders and executed as per schedule is the essence of the contract.**

11.2 If Seller fails to deliver the bags covered under each months delivery order (subject to max. 1/6 of ordered quantity) within the delivery time stipulated therein, liquidated damages at the rate of 0.50% of the value of the undelivered bags per week or part thereof subject to a maximum of 5% of the value of undelivered bags

shall be payable by seller. Such liquidated damages shall be deducted from Seller's invoice.

12.0 Sellers' Default

12.1 In the event of any default by seller to comply with any of the provisions or requirements hereof, FACT shall have the right to terminate the order and arrange for the procurement of bags, from alternative sources at the risk and cost of the Seller. The waiver of one default shall not be considered an automatic waiver of any other default.

13.0 Sub-letting of order.

13.1 The Seller shall not sublet or assign this Order or any part thereof. Order will be placed by FACT only on the bidder(s) whose Prequalification Cum Techno-Commercial bid has been found acceptable on evaluation unless otherwise specifically agreed to by FACT.

14.0 Modification

14.1 No agreement or understanding in any way modifying the conditions of order shall be binding upon FACT unless mutually agreed and accepted in writing by FACT.

15.0 Entirety of the Order.

15.1 Order together with its schedules/attachments including terms and conditions and specifications, constitute the entire agreement between the parties and prior negotiations and writings are superseded and supplemented hereby and no other communication, proposal or understanding, written, oral or implied shall be considered to be included in the Order unless specifically agreed to in that behalf in writing by FACT.

16.0 Claims

16.1 FACT shall be entitled to retain the amount of any of its claims against the Seller, whether liquidated or unliquidated, arising out of this Order and set off the same against any amount payable to the Seller under the Order, without prejudice to and in addition to the other rights of FACT, including the recovery of the amount of any claim, by other methods, legally available.

17.0 Force Majeure:

17.1 Neither the Seller nor FACT shall be considered in default in the performance of their obligations as per the Order so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotions, epidemics, accidents, fire, wind, flood or because of any law and order proclamation, regulation or ordinance of Government or sub-division thereof or because of any act of God. Notice of a circumstance of 'force majeure' shall be given by telegram/fax addressed to the other party within five working days of its occurrence. This shall be immediately confirmed by a letter with appropriate documentary evidence confirming the existence of a situation of force majeure.

18.0 Applicable Law and Settlement of Disputes.

18.1 This Order shall be subject to and shall in all respects be governed by Indian Law.

18.2 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 therefrom, 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 Ernakulam in Kerala.

18.3 Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam.

18.4 The bags shall be free and clear of liens and encumbrances and the seller shall have good and marketable title to the same.

19.0 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.

SPECIAL TERMS & CONDITIONS FOR HDPE FACTAMFOS BAGS

1. Price Variation Clause:

- 1.1 Pro-rata increase / decrease shall be applicable on prices of bags on the following basis.
- 1.2 For every 10 rupee net increase/decrease in price per kilogram of HDPE granules as per RIL price list, the increase/decrease per bag shall be: Re.1.03
- 1.3 For every 10 rupee net increase/decrease in the price per kilogram of LDPE granules as per RIL price list, the increase/decrease per bag shall be: Re.0.27.
- 1.4 The base price shall be the ex. works price of RIL E 52009 for HDPE and RIL 1070LA17 for LDPE (or any other approved agency fixed by FACT from time to time) as specified in the enquiry documents. GST and any other charges leviable on granules will not be taken in to account while working out increase / decrease.
- 1.5 Increase in bag price as above due to granular price increase shall be allowed based on the granular price on scheduled date of delivery or actual date of delivery whichever is lower. For delayed supplies escalation will be calculated on the basis of granular price prevailing on scheduled date of delivery or actual date of delivery whichever is lower . However, any decrease shall be passed on to FACT on the basis of granular price prevailing on scheduled date or actual date of delivery whichever is lower.
- FACT shall have the right to recover at any point of time, the decrease in bag prices applicable as per the above.
- 1.6 The above variation shall apply to the bags due for delivery after three weeks from the effective date of revision in the price of granule. The price of granule applicable three weeks before the actual date of delivery of bags shall be considered for supplies made within the scheduled period of delivery. In case of delayed supplies, the price of granule applicable three weeks before the last date of delivery as per the delivery schedule or the price of granule applicable three weeks before the actual date of delivery whichever is lower shall be considered.

Sample calculation based on the price variation clause

Granule	Granule Price on 01/05/07 (basic price in Rs. per MT)	Granule Price on 17/06/07- only for illustration (basic price in Rs. per MT)
HDPE (E52009 of RIL)	64160	66160
LDPE (1070LA17 of RIL)	69870	70870

Price of bag as per P.O. (landed cost including IGST,
and any other charges leviable)

Scheduled date of delivery

Actual date of delivery

: Rs.10.66 per bag

: 30-06-07 to 07-07-07

: 07-07-07

Applicable date for granule price i.e. 3 weeks prior to : 17-06-07
actual date of delivery

Factamfos Bags (HDPE E52009 & LDPE 1070LA17)	
HDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	1.030
Increase in the price of granule (per Kg) ie.(66160-64160)/1000	2.000
Increase in bag price for increase of Rs.2.00 per kg in granule price.	0.206
LDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	0.270
Increase in the price of granule (per Kg) ie.(70870-69870)/1000	1.000
Increase in bag price for increase of Rs 1.00 per kg in granule price.	0.027
Existing Order Price	10.66
Revised Price (10.66+0.206+0.027)	10.89

2.0 Quantity & Delivery:

- 2.1 The bags shall be despatched in bales of 350 bags (Factamfos) packed in HDPE Woven fabric and in such a manner as to ensure safe arrival of bags at destination in good condition without damage or deterioration.
- 2.2 The Seller shall send to the consignee, with copy to the Finance Department and Materials Department of FACT, the following documents:
- Clean L/R in FACT's Name.
 - Invoice containing the following information:
 - Purchase Order Number and Date
 - Quantity
 - Rate per bag
 - Total Value
 - Lot Number
 - Name of product to be packed in the bags.
 - Seller's challan indicating inspection release order number and date.
 - Inspection Release Order alongwith worksheets from the nominated inspection agents for predespatch inspection.
 - Copy of GST invoice.
- 2.3 Each consignment must be accompanied by the following documents:
- Copy of clear L/R
 - Invoice.
 - Seller's Challan indicating Inspection Release Order Number & Date.
 - Inspection Release Order alongwith worksheets.
 - Copy of GST invoice.

- 2.4 All bags despatched shall bear the code of the Seller, the year, month and lot number to which the lot belongs. The codes shall be as follows:

Year 2002 shall be represented by 2K 02, Year 2003 by 2K 03, Year 2004 by 2K04 and so on.

Month of despatch shall be represented by alphabets A for January, B for February, C for March etc.

Lot nos. despatched in a particular month shall be numbered sequentially 1,2,3,4...

All bags supplied shall be assigned lot identification code numbers based on the above. The code nos shall be printed at the right hand bottom of each bag.

3.0 Inspection of bags:

- 3.1 The bags are to be dispatched from manufactures works only after inspection and clearance by FACT personnel or by an independent agency to be appointed by FACT. FACT will conduct inspection on all lots at FACT site of delivery to accept or reject any lots, which shall be final. Sampling criteria shall be as per IS 9755. Specifications and criteria for conformity shall be as given in Annexure V.
- 3.2 In case bags are rejected after receipt at site on visual inspection, checking of weight or dimensions of the bags, the Seller may be allowed to segregate the bags within the company premises at the Seller's cost. This lot should then be resubmitted for visual inspection, checking of dimension and weight as per IS 9755 by FACT or by any inspection agency as decided by FACT for deciding on acceptance or rejection (This clause is not applicable for the lots of bags rejected for not meeting "Criteria for Conformity" given in Annexure V other than the criteria based on physical parameters like low weight, lower dimensions and poor appearance.)
- 3.3 Bags will be tested using Computerised Electronic Tensile Strength Testing Machines with break sensitivity set at 50%.
- 3.4 The rejected lot of bags / bags after segregation shall be taken back by the Seller after defacing by putting 'X' across the full face of the bags at Seller's cost. If the resubmitted lot is rejected again, the lot shall be taken back by the Seller for replacement, after defacing all the bags at the Seller's cost.
- 3.5 FACT shall have the right to reject the bags, which are found to be rupturing during bagging or loading operations when they are put to use. The bags so rejected are to be replaced by the Seller at his cost or its cost shall be recovered from the Seller from pending or subsequent bills.
- 3.6 Removal of rejected bags.

Whenever the rejected bags are kept by FACT, the Seller shall bear the storage/handling charges at 1% of the value of the bags not taken back within 21 days from the date of receipt of notification of rejection per month. However, storage/handling charges will not be levied in case the bags pass retest for weight after segregation/ dimension. If the rejected goods are not removed within the period mentioned in the notice served. FACT reserves the right to return the rejected material at suppliers risk and cost or to dispose of the bags in such manner as it deems fit including auctioning at the risk and cost of the Seller,

without prejudice to FACT's rights for claiming from the Seller any further amounts by way of loss/ damages / costs after adjusting the proceeds of such disposals.

- 4.0 Pre Despatch Inspection(PDI) of bags: Bags are to be despatched only after inspection and clearance of each lot at your works by FACT personnel or by an independent agency to be appointed by FACT.

FACT reserves the right for Pre-despatch Inspection at the Supplier's works. In case FACT desires inspection at supplier`s works, the Seller shall co-ordinate with FACT for arranging prompt inspection. All charges towards such inspection shall be borne by FACT except when bags are rejected during pre despatch inspection in which case inspection charges shall be paid by the Seller. The Seller shall provide all facilities to the inspector to draw appropriate samples and conduct tests at the laboratory of the Seller free of cost. The Seller shall maintain the testing equipments duly serviced and got calibrated by authorised agencies or by statutorily approved bodies. FACT shall have the right to check the calibration and/or verify calibration certificates of testing equipments at the Seller's laboratory. Samples may also be drawn and taken to the laboratory of the Inspection Agency. The Inspection and acceptance shall be based on IS 9755 and our specifications.

- 4.1 **Any inspection of bags during manufacture / prior to despatch does not absolve the Seller of his obligations as per this order including obligations as at clause 3 above.**

- 4.2 Any printed bag or lot put up for inspection at supplier`s works but rejected by FACT shall be defaced by the Seller by putting 'X' across the full-face of the bags. Such bags shall be defaced in the presence of the representative of FACT. The wrapper of such rejected lots shall not be re-used for subsequent lots.

- 4.3 Any failure on the part of the Seller in defacing such bags may, besides termination of the contract and forfeiture of the Seller's security deposit and/or EMD, result in the Seller being debarred from participation in future enquiries of FACT.

ANNEXURE – V A

SPECIFICATIONS FOR LAMINATED HIGH DENSITY POLYETHYLENE (HDPE) BAGS WOVEN ON CIRCULAR LOOMS FOR PACKING **FACTAMFOS / ZINCATED FACTAMFOS / IMPORTED UREA / IMPORTED COMPLEX** FOR FACT LTD, KOCHI

- A. INSIDE DIMENSIONS : 915 MM X 610 MM
TOLERANCE : + 30 MM, -NIL ON BOTH WIDTH AND LENGTH.
- B. CAPACITY : 50 KGS.
- C.1 WEIGHT OF INDIVIDUAL BAG : 130 GMS - TOLERANCE +/- 3%
C.2 WEIGHT OF A BALE (350 BAGS) : 45.5 KGS. (NET WT.),
TOLERANCE +3%/- 0% (No negative tolerance)
- D. BREAKING STRENGTH : WIDTHWISE : 87 KGF
LENGTHWISE : 69 KGF
BOTTOM SEAM : 32 KGF

TESTING OF BREAKING STRENGTH SHALL BE DONE USING RAVELLED STRIP METHOD (CONSTANT RATE OF TRAVERSE) AND THE RATE OF TRAVERSE SHALL BE 300 MM/MINUTE.

- D.1 DROP TEST : THE BAGS WITH 50 KG PRODUCT WILL BE SUBJECTED TO DROP TEST FROM A HEIGHT OF 2 MTRS ON A PLATFORM FROM ALL SIDES, EXCEPT SEAMS(FOUR DROPS PER BAG).NO BAG SHOULD RUPTURE WHEN SUBJECTED TO THIS TEST.

- E. FABRIC : BAGS MADE OUT OF SINGLE PIECE OF LAMINATED HDPE FABRIC WOVEN ON CIRCULAR LOOM AS PER IS 9755:2003. ANY MIDDLE SEWN OR JOINTED BAGS WILL NOT BE ACCEPTABLE. FABRIC COLOUR - MILKY WHITE WITH BLUE TONE.

- E.1 TAPE : MONOAXIALLY ORIENTED HDPE TAPES HAVING 1000 DENIER AND MINIMUM WIDTH OF 2.5MM. THE FABRIC SHALL BE WOVEN FROM HDPE TAPES CONFORMING TO IS: 6192.THE ELONGATION TAPES WHILE TESTING BREAKING STRENGTH SHOULD BE UP TO 25%

TOLERANCE FOR DENIER:

- 10% ON INDIVIDUAL VALUE
 - 5% ON AVERAGE.
- E.2 MESH : 10 x 10 PER SQ. INCH.
- E.3 ENDS PER DM : 40, TOLERANCE +/- 2
- E.4 PICKS PER DM : 40, TOLERANCE +/- 2
- E.5 ELONGATION AT BREAK OF FABRIC : LENGTHWISE : 20%
(5.0 CM X 20 CM STRIP METHOD) WIDTHWISE : 20%
TOLERANCE : +/-5% ON BOTH WIDTHWISE& LENGTHWISE

- F. LAMINATION : FABRIC SHALL BE LAMINATED INSIDE WITH LDPE 23 GMS/M2(CORRESPONDING TO 100 GAUGE NOMINAL). VIRGIN LDPE RESIN SHALL BE USED AND THE LAMINATION SHALL BE FREE FROM PIN HOLES,PATCHES BLISTERS,TEARS ETC.THE LAMINATION SHOULD COVER THE ENTIRE AREA OF THE FABRIC USED. MILKY WHITE WITH BLUE TONE & OPAQUE .

- G. BAG MOUTH : IT SHOULD BE HEAT CUT OR SELVE-EDGED. EDGES SHOULD NOT BE ROUGH.

- H. MASTERBATCH : MASTER BATCHES OF REPUTED MANUFACTURERS MAY BE USED SO AS TO ENSURE THAT THE COLOUR REMAINS FAST AND DOES NOT BLEED. 3 SAMPLES OF THE BAGS/ FABRIC OF THE REQUIRED COLOUR AS PER FACT REQUIREMENT SHALL BE SUBMITTED BEFORE STARTING BULK MANUFACTURING OF BAGS.ALL THE SAMPLES WILL

BE SIGNED AND APPROVED SAMPLE WILL BE RETURNED WITH SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF FACT. ANY LOT SUPPLIED, IF FOUND DEVIATING IN COLOUR AS COMPARED TO APPROVED COLOUR WILL NOT BE ACCEPTED.

- I. STITCHING : DOUBLE FOLD, DOUBLE STITCH WITH HDPE TAPE OF AT LEAST 1200 DENIER. STITCHING SHALL BE DONE AS PRESCRIBED IN IS 9755.
- J. BRANDING : DOUBLE COLOUR, SINGLE SIDE AS PER MONOGRAM SPECIFIED BY FACT. THE FOLLOWING INK (FERTILISER GRADE) SHALL BE USED: HINDUSTAN INK MFD BY HINDUSTAN INKS AND RESINS LTD., DAMAN. OR VARSHA INK OF VARSHA PRINTING INK MFG. CO., NAGPUR. SHADE OF THE BRANDING SHALL BE UNIFORM AND MATCHING FACT'S REQUIREMENTS.
- K. PACKING : 350 BAGS IN A BALE. BALES SHALL BE WRAPPED WITH HDPE FABRIC OR HESSIAN CLOTH AND STITCHED PROPERLY TO WITHSTAND HAZARDS OF TRANSPORTATION. EACH BALE SHALL BE MARKED WITH NAME OF SUPPLIER, TYPE AND SIZE OF BAG, SERIAL NO. OF BALE, NO.OF BAGS IN THE BALE AND THE BALE WEIGHT.
- L. APPLICABLE STANDARD SHALL BE IS 9755 FOR TYPE-I HDPE WOVEN SACKS FOR PACKING FERTILISERS.HOWEVER, IN CASES WHERE REQUIREMENTS IN THIS SPECIFICATION DIFFER FROM THOSE IN IS 9755, REQUIREMENTS IN THIS SPECIFICATION SHALL PREVAIL OVER THOSE IN IS 9755.
- M. CRITERIA FOR CONFORMITY: THE LOT SHALL BE CONSIDERED AS CONFORMING TO THE REQUIREMENTS FOR ACCEPTANCE IF ALL THE FOLLOWING CONDITIONS ARE SATISFIED.
- A) THE NUMBER OF DEFECTIVE SACKS IN CASE OF VISUAL INSPECTIONS, ENDS, PICKS AND DIMENSIONS IS UP TO 10 PERCENT OF THE SAMPLE SIZE AFTER ROUNDING OFF THE FRACTION TO NEXT HIGHER INTEGER.
- B) NONE OF THE SACK OR BALE OF 350 SACKS WEIGHS LESS THAN THE RESPECTIVE LOWER SPECIFIED LIMIT.
- C) THE AVERAGE BREAKING LOAD OF FABRIC IS NOT LESS THAN THE VALUE SPECIFIED AND NONE OF THE INDIVIDUAL VALUES IS MORE THAN 10 PERCENT BELOW THE SPECIFIED VALUE. THE TEST FOR THE LAMINATED SACK SHALL BE CARRIED OUT ON CENTRE PORTION OF THE SACK AS WELL AS AT LAMINATION JOINT.
- D) THE SEAM STRENGTH OF NONE OF THE SACKS IS LESS THAN THE SPECIFIED VALUE

Enquiry No.MAT-RM-99722 H dated 22/05/2020

DELIVERY REQUIREMENT

OFFERED QUANTITY AND DELIVERY SCHEDULE (Delivery at destination):

Total quantity of HDPE Factamfos offered against this enquiry(Lakhs nos.)		
First lot from LOI date / Confirmation by FACT. (Specify Quantity and No. of days)	Quantity	
	No.of days	
Quantity offered per week thereafter(Lakh Nos)		
Bags per lot		

Date :

Place :

Signature and seal of bidder :

Annexure -VII

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)
(TO BE OBTAINED FROM A NATIONALISED/SCHEDULED BANK ON NON JUDICIAL STAMP
PAPER OF RS.200/-).

The Fertilisers and Chemicals Travancore Limited,
Udyogamandal P.O.
Cochin - 683 501

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

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above purchase order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rs.....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Supplier of any of the terms and conditions contained in the said purchase 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 Supplier 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 notwithstanding any dispute or disputes raised by the said Supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

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

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 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 Supplier and accordingly discharges this guarantee.

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

This guarantee shall not be effected by any change in the constitution of the Bank or the Company or the said Supplier nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier 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/forefeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rs.....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 undertake 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

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:
Full address of the Branch issuing this guarantee

(Seal of Bank)

Annexure -VIII

**PROFORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT IN LIEU OF
RETENTION OF BALANCE 2% PAYMENT FOR BAGS**

**(TO BE OBTAINED FROM A NATIONALISED/SCHEDULED BANK IN RS.200/-
ON NON JUDICIAL STAMP PAPER)**

The Fertilisers And Chemicals Travancore Ltd.,
Udyogamandal.

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala, hereinafter referred to as the Company) has placed an Order No..... dated with M/s (hereinafter called the Supplier) for the supply of and where as it is one of the conditions of the said Order that the Supplier shall furnish a Bank Guarantee for Rs. (Rupees.....) as security deposit for releasing 100% payment for supply of bags.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such payment in accordance with the terms and conditions of the above Order, we..... the Bank (hereinafter referred to the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company upto 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 Supplier of any of the terms and conditions contained in the said 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 Supplier of any of the terms and conditions contained in the said Order. 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 notwithstanding any dispute or disputes raised by the said Supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

We..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any

manner our obligations hereunder to vary any of the terms and conditions of the said Order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forebear from enforcing any of the terms and conditions governing the said Order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Supplier nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier 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 thereunder. 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 here under may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive.

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

WeBank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated thisday of Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee.

(Format for Compliance Statement)

Compliance Statement.

Name and Address of the bidder.

"We have read, understood and accepted the Specifications as per Annexure V A, Instructions to Bidders, Terms and Conditions, Special Terms and conditions, Delivery requirement and Check list for Commercial Terms as per Annexures I,II,III,IV,VI & X attached with your Enquiry No.**MAT-RM-99722 H** dated **22/05/2020** against which this bid is being submitted".

Signature of Bidder

Name and Seal of the Bidder

Enquiry No.MAT-RM-99722 H dated 22/05/2020

CHECK LIST FOR COMMERCIAL TERMS

(Scanned copy signed & duly filled by the bidder)

<u>Sl No</u>	<u>Terms</u>	<u>Bidder confirmation /response</u>
1	VALIDITY OF OFFER - Please specify (Offer shall be valid for 90 days from date opening of bid)	
2	Firm price/Price variation clause: The prices shall be for delivery at destination by lorry and firm without any escalation till the order is completely executed except for variation in statutory levies as per 9.0 (Annexure-II) and for price of raw materials as per Price Variation Clause in Annexure - III. Bidder to confirm as 'YES'	
3	PRICE BASIS - Delivery Shall be made F.O.R. FACT STORES, UDYOGAMANDAL /AMBALAMEDU -Bidder to confirm as 'YES'	
4	HSN Code	GSTN No
5	IGST % (CGST+SGST) - Pl. indicate , as indicated in Price Bid Format(BOQ)	
6	TRANSIT INSURANCE Transit Insurance shall be arranged by vendor as per clause 6.0 of Terms and Conditions (Annexure-II) of enquiry document - Bidder to confirm as 'YES'	
7	PAYMENT TERM- Shall be as under Clause 8.0 of Terms and Conditions of (Annexure - II) of enquiry document - Bidder to confirm 'YES'	
8	SECURITY DEPOSIT Shall be under Clause 4.0 of Terms and Conditions of (Annexure - II) of enquiry document. - Bidder to confirm 'YES'	
9	DELIVERY The bags shall be delivered as per delivery schedules given by FACT- Bidder to confirm 'YES'	
10	DELAY IN DELIVERY In case delivery is delayed as per delivery schedule, Liquidated Damage shall be applicable as per Clause 11 of Terms and Conditions (Annexure -II) of enquiry document.- Bidder to confirm'YES'	

11	Any legal proceedings relating to the Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam as per clause 18.3 of Terms and Conditions (Annexure - II) of enquiry document- Bidder to confirm 'YES'	
12	Compliance Statement: Bidder to furnish Compliance Statement as per Annexure- IX. Confirm as 'YES'	
13	Integrity Pact Bidder to execute and furnish IP as per Annexure - XI. Confirm as "YES"	
14.0	MICRO, SMALL OR MEDIUM ENTERPRISES	
14.1	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. Bidder to confirm 'YES/NO/Not Applicable'	
14.2	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. Bidder to confirm 'YES/NO/Not Applicable'	

Date:

Name of Bidder :

Seal

Signature of Bidder: