

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](mailto:manju@factltd.com) ; kennedy@factltd.com

Enquiry No.MAT-RM-99723 H dated 07.08.2020

NOTICE INVITING e-TENDER

The Fertilisers and Chemicals Travancore Ltd. (FACT), a Government of India Enterprise, requires HDPE bags for packing Factamfos to FACT-UD & FACT-CD, HDPE bags for packing Ammonium Sulphate to FACT-UD E-tender cum auction (online bidding two cover system) is invited from manufacturers of HDPE Bags.

Online bids shall be submitted in **TWO PARTS (Two Cover system)** as explained in the **Instructions to Bidders (Annexure I to the enquiry)** for Prequalification cum supply of HDPE bags for packing Factamfos & HDPE bags for packing Ammonium Sulphate as per the enquiry documents:

SlNo.	Type of bag	Qty. in Nos
1)	HDPE bags(50 Kg capacity) for packing Factamfos as per specification at Annexure-V A	48.60 lakh
2)	HDPE bags(50 Kg capacity) for packing Ammonium Sulphate as per specification at Annexure-V B	12.60 lakh

Special Notes:

1.0 Period of contract : Three Months extendable upto 3 months

2.0 Delivery Requirement is as follows:

Delivery of bags shall be on staggered basis as per our requirement. Delivery of Factamfos bags and Ammonium Sulphate bags shall be made at the Stores Department of FACT Udyogamandal Division/FACT Cochin Division as mentioned in the Purchase Order/delivery schedules.

3.0 Granule Prices and Price Variation Clause:

The rates are to be quoted for HDPE bags based on the following granule basic prices applicable as on 01.07.2020, ex-works Chennai.

HDPE granule:E 52009(RIL) : Rs.77530/MT(ex-works price)
LDPE granule: 1070LA17(RIL) : Rs.98830/MT (ex-works price)

***Your attention is invited to Price Variation Clause in Special Terms & Conditions (Annexure-III).**

4.0 Type of Bids:

Bids shall be submitted in Two-parts as follows:

Part-A : ‘PRE QUALIFICATION CUM TECHNO-COMMERCIAL BID’ containing the required Pre-Qualification Documents along with Technical and commercial details and Un-priced Bid without mentioning anything on the price.

Part-B : “PRICE BID” Containing Price details. Bids shall be submitted in the BOQ enclosed along with the enquiry.

5.0 Quantity:

The quantities indicated are only approximate and subject to change at FACT’s option. Schedules for supply shall be given by our Raw Materials Section after placement of order.

6.0 Compliance Statement:

Your bid shall contain the following compliance statement:

”We have read, understood and accepted the specifications of bags as per Annexure-V A & V B, Instructions to Bidders, Terms & Conditions and Special Terms & Conditions etc. as per Annexure- I,II,III,VI & X based on which this bid against enquiry No.MAT-RM-99723 H dated 07.08.2020 is being submitted ”.

7.0 EMD and Security Deposit:

- a) EMD shall be submitted by the bidders along with quotations, as follows:
Rs.1, 00,000/- as per cl. 5.0 of Instructions to bidders (Annexure-I). Any request for adjustment from amounts due to you, shall not be entertained. No Interest shall be paid for this.
- b) Security Deposit: Security deposit shall be furnished by the successful bidder as per cl. No. 4.0 of Terms and Conditions (Annexure-II). No interest shall be paid for this.

Online bids shall be submitted **strictly** in the **TWO BID formats 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. **The price quoted shall be for 100 nos of bags for each item. Please quote in whole numbers. If quoted in decimals, value will be rounded off and shall be final.**

PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THE TENDER CUM AUCTION

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

General Informations

Name of work	Prequalification cum supply of HDPE bags for packing Factamfos & HDPE bags for packing Ammonium Sulphate
Enquiry No	MAT-RM-99723 H dated 07.08.2020
Mode of Tendering	TWO COVER SYSTEM Part A: Techno-Commercial Bid Part B: Price Bid
Pre-bid meeting	<p>No pre-bid meeting shall be conducted. However for all technical queries regarding the tender, please contact the following personnel:</p> <p>1. Shri. Nagesh S Prabhu, DGM(TS)FERT/UC email: isouc@factltd.com, Phone no.:09446357716 Office phone : 0484-2567792</p> <p>2. Shri. Nibu B Koikkaran SM(TS)INSP-C email : insp-pd@factltd.com, Phone no.:09895997899, Office phone: 0484-2568217</p> <p>For all Commercial queries regarding the tender, please contact the following personnel:</p> <p>1. Smt.Manju M Warriar,Tel: 0484-2568623 e-mail: manju@factltd.com</p> <p>2.Shri.SatisKennedy,Tel: 0484-2568233 e-mail:kennedy@factltd.com</p>
Due date & time for Submission of bids	24.08.2020/ 2.00 PM
Date &Time for opening of Part -A of the Bid	25.08.2020/ 2.00 PM
EMD	Rs.1,00,000/-by NEFT/RTGS
Contacts e-tender helpline	<p>1) Mr.Ajino Anandh, Tel: 9497334230, email:ajinoanandh@gmail.com</p> <p>2) Mrs.Manju M Warriar,Tel: 484 2568623 e-mail: manju@factltd.com</p> <p>3) Mr.SatisKennedy,Tel: 484 2568233 e-mail:kennedy@factltd.com</p>

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(e-Tender)'

The following documents form part of the enquiry.

Sl	Document	TITLE	No. of pages
1	Prequalification Criteria	Application and Questionnaire for PQV	6
2	Annexure-I	Instructions to bidders(e-tender)	7
3	Annexure-II	Terms and Conditions	5
4	Annexure-III	Special Terms & Conditions for HDPE Factamfos, Ammonium Sulphate	4
5	Annexure-IV	Price Bid Format(BOQ)	(part B)
6	Annexure-V A & V B	Specifications of HDPE Factamfos & Ammonium Sulphate bags	4
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	Integrity Pact	4
13	Unpriced Bid	Unpriced Price Bid Format(BOQ)	1

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) RM

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

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 in one year during any one of the previous three years. Please enclose Purchase Order copies 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. False declaration of statements may lead to rejection of bids.
- 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. False declaration of statements may lead to rejection of bids.
- d. Vendor should enclose Solvency Certificate for at least 50 Lakhs from any Nationalised/Scheduled bank (Date of issue of the Certificate shall be after the enquiry date)

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-99723 H dated 07.08.2020

VENDOR DATA UPDATION (DECLARATION) FORM FOR PREQUALIFICATION OF VENDOR FOR SUPPLY OF HDPE BAGS FOR PACKING FACTAMFOS & AMMONIUM SULPHATE

	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, names 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 Bidder's Bankers (Please enclose copies of certificate of credit worthiness and credit limit certificates from your bankers)					
2.4.0	Please enclose Solvency Certificate for at least 50 Lakhs from any Nationalised / Scheduled banks					
2.5.0	Please enclose audited Balance Sheet for last 3 financial years					
2.6.0	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.)
2.6.1	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.					
2.7.0	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 HDPE 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	Extruders:	 Kg/day	
4.1.3	Circular looms	 Kg/day	
4.1.4	Extrusion coating (lamination) Plants			
4.1.5	Cutting machines	 mts./day	
4.1.6	Sewing machines	 mts./day	
4.1.7	Printing Machines	 Kg/day	

4.1.8	Baling Machines	 bags/day	
4.1.9	Diesel Generators/Captive Power Plants	 bags/day	
4.1.10	Eqpt. connected to diesel Generators/CPP	 bags/day	
4.1.11	Any other equipment available			
4.2.0	Manufacturing capacity in terms of the number of HDPE bags per day using the above facilities	 bags / day	
5.0.0	Quality Control Facilities			
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	Source of Raw Materials			
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	General			
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.	
7.2.0	Have you ever been blacklisted by any Govt.Dept, Public Sector, Quasi Govt. Undertaking, etc... If so, please furnish the details.			
8.0.0	CHECKLIST FOR ENCLOSURES (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	Solvency Certificate for at least 50 Lakhs from any Nationalised/Scheduled bank (Date of issue of the Certificate shall be after the enquiry date)	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	
8.9.0	Major Purchase Order copies from buyers, pertaining to the last three 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 :

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 Bidder shall study carefully the Instructions to bidders (Annexure I), Terms and Conditions (Annexure – II) Special Terms & Conditions for HDPE Factamfos, Ammonium Sulphate (Annexure-III), Specifications (Annexure – V A, V B) and Integrity Pact (Annexure-XI) attached hereto. 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 Factamfos, Ammonium Sulphate Bags and Specifications for HDPE Factamfos, Ammonium Sulphate Bags shall be signed on all pages by the bidders and shall accompany their bids signifying their acceptance of the same. Bidder shall also submit Delivery Requirement (Annexure-VI), Compliance Statement (Annexure-IX), Check list for Commercial Terms (Annexure-X) and Integrity Pact (Annexure – XI) 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, as applicable, to be submitted offline and the Integrity Pact executed in Rs.200 Non Judicial Stamp Paper to be sent by post/courier so as to reach this office in the address given in clause 7 of Annexure I, before the due date of tender. However scanned copies of such documents shall be uploaded along with the offers submitted online.
- 2.0 Bid documents shall consist of the following.
- PART A**
- i) Application and Questionnaire for Prequalification of Vendors
 - ii) Instructions to Bidders (Annexure – I)
 - iii) Terms and Conditions (Annexure- II)
 - iv) Special Terms and Conditions for HDPE Factamfos, Ammonium Sulphate Bags (Annexure-III).
 - v) Earnest Money Deposit (EMD) as per the details in Para 3.0 below
 - vi) Copies of the specifications at Annexures V A, V B duly signed by the bidder with seal on all pages.
 - vii) Delivery Requirement (Annexure – VI)

- viii) Compliance Statement as per format at (Annexure-IX) duly signed by the bidder with seal.
- ix) Check list for Commercial Terms(Annexure-X)
- x) Integrity Pact (Annexure-XI)
- xi) Duly filled Unpriced copy of price bid format

PART B

- i) Price Bid Format (BOQ)(Annexure-IV)

2.1 **The price quoted in Price Bid Format (BOQ) (Annexure-IV) shall be for 100 nos each of HDPE Factamfos, Ammonium Sulphate Bags. Please quote in whole numbers. If quoted in decimals, value will be rounded off and shall be final.**

2.2 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 V B, V C & V D and Instructions to Bidders, Terms and Conditions and Special Terms and Conditions, and Check list for Commercial Terms as per Annexures I, II, III, and X attached with your Enquiry No. **MAT-RM-99723 H dated 07/08/2020** against which this bid is being submitted".

2.3 The bid shall be signed by authorized persons only.

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

2.5 No Pre-bid meeting shall be arranged for this tender. However any technical/commercial queries shall be forwarded and get clarified before the submission of bids.

In case of technical queries please contact the following personnel:

- 1. **Shri. Nagesh S Prabhu, DGM(TS)FERT/UC**
email: isouc@factltd.com, Phone no.:09446357716
Office phone : 0484-2567792
- 2. **Shri. Nibu B Koikkaran SM(TS)INSP-C**
email : insp-pd@factltd.com, Phone no.:09895997899,
Office phone: 0484-2568217

In case of commercial queries please contact the following personnel:

- 1. **Smt.Manju M Warriar,Tel: 0484-2568623**
e-mail: manju@factltd.com
- 2. **Shri.SatisKennedy,Tel: 0484-2568233**
e-mail:kennedy@factltd.com

2.6 The online bids as above shall be uploaded before **the bid submission due date** indicated in the Tender Notice. The PART A of bids shall be opened at **2.00 PM on the Bid Opening Date** indicated in the Tender Notice, in the presence of bidders or their authorized 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. Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts/firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same. 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/R1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1/R1 price in a situation where L1/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 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-splittable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.
- 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.,
FACT-PD Administrative Building
Udyogamandal, P.O
Kochi, Kerala. PIN - 683 501.

8.0 **SUBMISSION OF BIDS:**

- 8.1 Bid documents shall consist of **Part-A** and **Part B** as detailed below:

Part A (Techno Commercial Bid) shall contain:

- a) Scanned copy of EMD Instrument. (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with testimonials.
- b) Digitally signed copies of NIT, Instructions to Bidders (Annexure-I), Terms and Conditions (Annexure-II) Special Terms and Conditions for HDPE Factamfos, Ammonium Sulphate Bags (Annexure-III), Copy of Specifications at Annexure-V A & V B .
- c) Scanned copy of Signed & dully filled Application and Questionnaire for Prequalification of Vendors for HDPE Factamfos and Ammonium Sulphate Bags and the required documents.
- d) Scanned copy of Signed & duly filled 'Delivery Requirement.' (Annexure-VI)
- e) Scanned copy of Signed & duly filled Compliance Statement. (Annexure-IX).
- f) Scanned copy of signed & duly filled Check list for Commercial Terms. (Annexure-X)
- g) Integrity Pact (Annexure – XI)
- h) Unpriced copy of price bid in Excel Format

8.2 **Part-B: PRICE BID**

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, state/place of supply, applicable % of GST, HSN/SAC code, basic rate for 100 bags etc. Fill in all the relevant fields of the BOQ either in value or as percentage as specified in the BOQ.

The price quoted shall be for 100 nos each of HDPE Factamfos, Ammonium Sulphate Bags. Please quote in whole numbers as specified in BOQ. If quoted in decimals, value will be rounded off and shall be final.

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.

8.3 **BOQ (ANNEXURE- IV) shall be uploaded only in Part B**

8.4 **BOQ (ANNEXURE-IV) shall be uploaded strictly in the format attached.**

8.4.1 Price Bid shall be uploaded with all relevant documents before due date & time in the above portal.

8.4.2 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.

8.4.3 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 **Part-A** of 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 **Part-B** - Price bids of bidders whose Part-A bids are found acceptable based on techno-commercial evaluation only will be opened on a subsequent date. The Price bid opening date/time and reverse auction date/time will be intimated to the bidders concerned.

9.2.0 **Reverse Auction may be conducted, if necessary, if the numbers of eligible bidders for each of HDPE Factamfos & Ammonium Sulphate are more than one.**

9.2.1 **REVERSE AUCTION:** Reverse Auction will be conducted with IOP (Initial Opening Price) of 100 nos of bags for each item at the lowest item rate inclusive of all taxes, quoted in the price bid and Decrement Value at Rs.5 i.e. **The rate quoted in the reverse auction shall be inclusive of all taxes for each item.**

PROCEDURE FOR REVERSE AUCTION:

- a)
 - i) Reverse Auction shall be conducted among the shortlisted bidders under Cover-I conditions.
 - ii) Reverse Auction will be conducted with a start price and decrement value for the applicable tenders as per the extant guidelines prevailing at the time of process. From the ranking, the Highest Quoted Bidder (H1) shall be eliminated item wise, subject to ensuring minimum four (4) bidders participation in the reverse auction i.e H1 for each item will be eliminated if 5 or more bidders participated. In case, participation is less than or equal to four (4), all the bidders will be qualified for the reverse auction. All the short listed bidders for Reverse Auction shall be intimated about their eligibility for participation in Reverse Auction. In case more than one bidder turn out to be H1bidder (due to same quoted value), all H1 bidders will be eliminated subject to ensuring four (4) bidders participation. Due to such H1 bidders elimination, the available eligible bidders reduced to lesser than four, all will be included without elimination.
 - iii) Reverse Live Auction shall be viewed under "Live Auction-Multi Item"
- b) Schedule for Reverse Bidding: The date and time of start of Reverse Auction will be intimated to all the bidders. Scheduled duration of Reverse Auction will be fixed on Department.
- c) Auction extension time: If a valid bid is placed within Ten (10) minutes of End Time of the Reverse Auction (RA), then RA duration shall get automatically extended for another Ten (10) minutes from the existing end time. It may be noted that the auto extension will take place only if a valid bid comes in those last Ten (10) minutes. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last Ten (10) minutes. The above process will continue till no bid is received in last Ten (10) minutes, which shall mark the completion of Reverse Auction. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.
- d) Post Reverse Bidding Procedure: After reverse auction, bidders would be ranked in ascending order as. RL-1, RL-2, RL-3, RL-4 and so on with RL-1 being the lowest.

9.2.2 The bidder who quoted the lowest rate in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
The L2, L3, L4 etc. shall be based on their standing after reverse auction and not based on the original quoted rate.

9.2.3 If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates shall remain same.

- 9.3 **NEGOTIATION WITH L1/R1 TENDERER:** If FACT deems it fit to conduct negotiation, negotiation will be conducted:
- i. Where there is only one Techno Commercially qualified bid.
 - ii. Where there are more than one Techno Commercially qualified bid and where reverse auction is conducted but no competitive bid in reverse auction, with L1 / R1 tenderer.

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/R1), the second lowest bidder (L2/R2) and third lowest bidder (L3/R3) will be awarded order in the percentage ratio of 50:30:20 of the balance quantity subject to capacity and also matching with the L1/R1 rate. In case L2/R2, L3/R3, does not match with the L1/R1 rate then L4/R4 will be awarded order allocated for second lowest bidder subject to L4/R4 matching with L1/R1 rate and so on. The opportunity shall be extended to all eligible bidders who qualify the PQ criteria until 3 bidders are shortlisted for placing of orders. In case only 1 bidder apart from the L1/R1 bidder accept the L1/R1 rate, those 2 bidders will be awarded order in the percentage ratio of 70:30 of the balance quantity. In case L2/R2, L3/R3 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, FACT may not split the order.

- 11.0 Only those bidder(s) whose pre-qualification cum techno-commercial bid has been found acceptable on evaluation will be considered for placement of Purchase order(s). The works of bidder(s) shall be inspected by FEDO/FACT representative to ascertain the manufacturing facilities and capacities etc.
- 12.0 Bidders shall meet all expenses in connection with submission of his bid, meetings etc.
- 13.0 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.
- 14.0 **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

Note:

- (1) The Original Integrity Pact on Rs.200/- stamp paper signed by the bidder is to be sent by Post / Courier to Manju M Warriar, FACT-PD Admn. Building, Udyogamandal (P.O.), Ernakulam – 683501.**
- (2) In case bidders require any clarification pertaining to the tender please contact Manju M Warriar / R Satis Kennedy, manju@factltd.com/kennedy@factltd.com, Ph.04842568623/04842568233. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."**

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 of Intent/Purchase Order, 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 through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158, SWIFT SBININBBT19.** or a bank guarantee as per FACT's proforma. The SD shall be interest free. The 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 12 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 15 months (from the date of receipt of first lot) extendable for 3 more months. If the supply has not been completed during the 12 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 un-liquidated, 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 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:

Ammonium Sulphate (90 gms)	Factamfos (130 gms)
Re.0.90	Re.1.03

1.3 For every 10 rupee net increase/decrease in the price per kilogram of LDPE granules as per IPCL price list, the increase/decrease per bag shall be:

Ammonium Sulphate (90 gms)	Factamfos (130 gms)
NIL	Re.0.27

1.4 The base price shall be the ex. works price of RIL E 52009 for HPDE and IPCL 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 IPCL)	69870	70870

Price of bag as per P.O. (landed cost including IGST,
and any other charges leviable) : Rs.10.66 per bag
Scheduled date of delivery : 30-06-07 to 07-07-07
Actual date of delivery : 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), and 500 bags (Ammonium Sulphate) 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:

1. Purchase Order Number and Date
 2. Quantity
 3. Rate per bag
 4. Total Value
 5. Lot Number
6. Name of product to be packed in the bags.
- c) Seller's challan indicating inspection release order number and date.
- d) Inspection Release Order alongwith worksheets from the nominated inspection agents for predespatch inspection.
- e) 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 sequentially1,2,3,4...

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 VA & VB.
- 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.

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
TOLERANCE | : | 915 MM X 610 MM
+ 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 PIECEOF
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 OF2.5MM. 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
(5.0 CM X 20 CM STRIP METHOD)
TOLERANCE | : | LENGTHWISE : 20%
WIDTHWISE : 20%
+/-5% ON BOTH WIDTHWISE& LENGTHWISE |
| F. | LAMINATION | : | FABRIC SHALL BE LAMINATED INSIDE WITH LDPE 23
GMS/M2(CORRESPONDING TO 100 GUAGE NOMINAL). VIRGIN
LDPE RESIN
SHALL BE USED AND THE LAMINATION
SHALL BE FREE FROM PIN HOLES,PATCHES
BLISTERS,TEARS ETC.THE LAMINATION
SHOULD COVER THEENTIRE 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
-

ANNEXURE – V B

**SPECIFICATIONS FOR UNLAMINATED HIGH DENSITY POLYETHYLENE (HDPE) BAGS
WOVEN ON CIRCULAR LOOMS FOR PACKING AMMONIUM SULPHATE FOR
FACT LTD, KOCHI**

- A. INSIDE DIMENSIONS : 889 MM X 533 MM
TOLERANCE : + 30 MM, - NIL ON BOTH WIDTH AND LENGTH.
- B. CAPACITY : 50 KGS.
- C.1 WEIGHT OF INDIVIDUAL BAG : 90 GMS TOLERANCE +/- 3%
C.2 WEIGHT OF A BALE (500 BAGS) : 45 KGS.(NET WT.),
TOLERANCE +3%/-0%(No negative tolerance)
- D. BREAKING STRENGTH : WIDTHWISE : 71 KGF
LENGTHWISE : 61 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 BAGS SHOULD RUPTURE WHEN SUBJECTED TO THIS TEST.
- E. FABRIC : BAGS MADE OUT OF SINGLE PIECE OF 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 2.5 MM. THE FABRIC SHALL BE WOVEN FROM HDPE TAPES CONFORMING TO IS: 6192. THE ELONGATION OF TAPES WHILE TESTING BREAKING STRENGTH, SHOULD BE UP TO 25%.
- 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. STITCHING : DOUBLE FOLD, DOUBLE STITCH WITH HDPE TAPE OF AT LEAST 1200 DENIER. STITCHING SHALL BE DONE AS PRESCRIBED IN IS 9755.
- G. BAG MOUTH : IT SHOULD BE HEAT CUT OR SELVE-EDGED. EDGES SHOULD NOT BE ROUGH
- H. MASTERBATCH : MASTER BATCHES OF REPUTED

I. 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.

J. PACKING : 500 BAGS IN A BALE. BALES SHALL BE WRAPPED WITH HDPE FABRIC OR ESSIAN 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.

K. 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.

L. 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 500 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.

D) THE SEAM STRENGTH OF NONE OF THE SACKS IS LESS THAN THE SPECIFIED VALUE.

=====

Annexure-VI

Enquiry No.MAT-RM-99723 H dated 07/08/2020

DELIVERY REQUIREMENT

OFFERED QUANTITY AND DELIVERY SCHEDULE (Delivery at destination):

		Factamfos	Ammonium Sulphate
Total quantity 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 Name of bidder:

Seal of the bidder :

Annexure -VII

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)
(TO BE OBTAINED FROM A NATIONALISED/SCHEDULED BANK ON 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/-
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 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 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 forcebearance, 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 & V B, 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-99723 H** dated **07/08/2020** against which this bid is being submitted".

Signature of Bidder

Name and Seal of the Bidder

Enquiry No.MAT-RM-99723 H dated 07/08/2020

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 30 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:

(To be executed on ₹ 200/- Non-judicial Stamp Paper)

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).....