

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

Enquiry No.MAT-RM-99717 C dated 25.03.2022

NOTICE INVITING e-TENDER

The Fertilisers and Chemicals Travancore Ltd. (FACT), a Government of India Enterprise, requires Multilayer Paper Bags for packing Caprolactam flakes. Open e-tender cum reverse auction (online bidding two cover system) is invited from manufacturers of Multilayer Paper 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 and supply of Multilayer Paper bags for packing Caprolactam flakes as per the enquiry documents:

SlNo.	Type of bag	Qty. in Nos
1.	Multilayer Paper Bag for packing Caprolactam flakes as per detailed specification attached at Annexure- V	20.075 lakh

Special Notes:

1.0 Period of contract : Twelve Months extendable upto 3 months

2.0 Delivery Requirement is as follows:

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

3.0 Granule Prices and Price Variation Clause:

Rates to be quoted based on the following granule prices applicable as on 01/03/2022.

HDPE (E52009 of RIL) Rs.115860/- Ex. Works (Basic price per MT)

LDPE (22FA002 of RIL)	Rs.145600/- Ex. Works (Basic price per MT)
LLDPE (20FS010 of RIL)	Rs.116620/- Ex. Works (Basic price per MT)

***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 Unpriced 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 as per Annexure V and Instructions to Bidders, Terms and Conditions, Special Terms and conditions, Delivery requirement, BG formats for SD, Check list for Commercial Terms and Integrity as per Annexures I, II, III, VI, VII, VIII, X & XI attached with your Enquiry No.**MAT-RM-99717 C dated 25/03/2022** against which this bid 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. 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 Information

Name of work	Supply of Multilayer Paper Bags for packing Caprolactam flakes
Enquiry No	MAT-RM-99717 C dated 25.03.2022
Mode of Tendering	TWO COVER SYSTEM Part A: Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	18.04.2022 / 2.00 PM
Date & Time for opening of Part -A of the Bid	19.04.2022 / 2.00 PM
EMD	Rs.1,00,000/-by NEFT/RTGS
Contacts e-tender helpline	1) Mr.Ajino Anandh, Tel: 9497334230 , email:ajinoanandh@gmail.com 2) Mrs.Manju M Warriar, Tel: 484 2568623 e-mail: manju@factltd.com 3) Mr.R Satis Kennedy, Tel: 484 2568233 e-mail: kennedy@factltd.com

Tender Documents(e-Tender)

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

The following documents form part of the enquiry.

Sl	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 Multilayer Paper bags	4
5	Annexure-IV	Price Bid Format(BOQ)	(part B)
6	Annexure-V	Specifications of Multilayer Paper bags	6
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	5
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 MULTILAYER PAPER BAGS**

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. Vendors must have experience in supply of at least 3.00 lakh multilayer paper bags in one year during any one of the last three years as on the tender date. Please enclose Purchase Order copies and the corresponding invoices/certificate from buyers on satisfactory performance as proof of the above. However, those vendors who have supplied such multilayer paper bags to FACT Ltd. earlier shall be exempted from meeting this criteria.
- b. Vendor should have all the required facilities for the manufacturing of minimum 3000 nos. multilayer paper bags per day. Kindly furnish a declaration confirming the same and the statement showing the details of available machinery and other facilities. FACT reserves the right to verify the details through inspection at the manufacturer's works.
- c. Vendor should have all the facilities and equipment for conducting tests of the multilayer paper bags as per the approved standards. Kindly furnish a declaration confirming the same and a statement showing the details of available facilities and equipment. FACT reserves the right to verify the details through inspection at the manufacturer's works.
- d. Vendor should enclose Solvency Certificate for at least ₹10 Lakhs from any Nationalised/Scheduled bank (Date of issue of the Certificate shall be after the enquiry date)

BIDDERS NOT FULFILLING THE ABOVE CRITERIA WILL NOT BE CONSIDERED.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
Deputy General Manager (Materials) RM
(BAG/CAP/PQV)

QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR MULTILAYER PAPER BAGS

	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	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, telephone no. and email id (To which correspondences are to be sent)		
2.0.0	Company Particulars		
2.1.0	Constitution Proprietary/ partnership/ private Ltd/ Public Ltd/ Public Sector (If Proprietary / Partnership, name's of proprietor/ Partners)	(Please furnish documentary proof)	
	Good and Service Tax Registration (GST)	(Yes/No)	Please Enclose copies.
	Permanent Account Number" (PAN) Card.	(Yes/No)	Please Enclose copies.
	Whether SSI Unit	(Yes/No)	Please Enclose copies of NSIC Registration.
	Whether ISO Certified/ approved by the Bureau of Indian standard or any III party inspection agency	(Yes/No)	Please Enclose
	Whether manufacturing is done directly or subcontracted	(Yes/No)	Give details
2.2.0	Number of Employees		
	Technical Executives (Graduate in Engineering/ textile / Polymer Technology).	Please specify separately	
	Non-Technical Executives		

	Skilled workers					
	Un-Skilled workers					
	Name, address, telephone & fax nos. of Chief executive					
2.3.0	Name and address of Your Bankers. (Please enclose copies of certificate of credit worthiness and credit limit certificates from your bankers)					
2.4.0	Please enclose audited Balance Sheet for the latest 3 financial years					
2.5.0	Details of Major orders for Multilayer paper bags executed since last three years as on the date of tender					
	Year	Description of the bags	Name of the buyer	Qty.	Date of Order	Value (Rs.)
2.5.1	A proof of execution of the above, please enclose purchase order copies and certificate from buyers on satisfactory performance.					
2.6.0	Sales turn over for the last three financial years					
Period	QTY. in numbers			Value in Rs.		
	Total for all products	For Multilayer paper bags alone		Total for all products	For Multilayer paper bags alone	
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						
3.5.2						
3.5.3						

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	Source of Raw Materials			
4.1.0	HDPE			
4.2.0	LDPE			
4.3.0	LLDPE			
4.4.0	KRAFT PAPER			
4.5.0	PRINTING INK			
4.6.0	STEREO FOR PRINTING			
4.7.0	STITCHING THREAD			
5.0.0	Manufacturing facilities:			
5.1.0	Whether you have the following facilities and if so, please furnish the following details.			
5.1.1	Machinery	No. of machines available in working condition	Capacity of the m/cs per day	Capacity of the m/c per day in terms of the number of multiplayer bags
5.1.2	Tubing machine		... Kg/day	
5.1.3	HDPE Extruders: (a)T-dye (b)Round dye		... Kg/day	
5.1.4	Winding Machine			
5.1.5	Circular looms for making HDPE woven bags	mts./day	
5.1.6	Extrusion coating (lamination)Plants	mts./day	
5.1.7	LDPE liner extruders	kgs./day	
5.1.8	Paper bag manufacturing unit	bags/day	
5.1.9	Automatic cutting machine	bags/day	

5.1.10	Automatic sewing machines	bags/day	
5.1.11	Printing Machine	bags/day	
5.1.12	Diesel Generators/ Captive Power Plants	KVA	
5.1.13	Eqpt. connected to diesel Generators/CPP			
5.1.14	Any other equipment available			
5.2.0	Your manufacturing capacity per day in terms of the number of Multilayer paper bags	Nos.	
6.0.0	Quality Control Facilities			
6.1.0	<p>Quality control facilities and machinery available. Please list out the facilities and machinery available to ensure 100% Defect free bags as per our specification.</p> <p>Copies of documents used for internal Quality control for stage-wise quality control (Please use additional sheets if required)</p>			
7.0.0	General			
7.1.0	What is the distance of your works Manufacturing Multilayer paper bags from Kochi and transit time required for a truckload to reach Kochi from your works?		...Kms/.....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 Organisation's Constitution :		Yes/No	
8.2.0	Copies of GST Regn. Certificate :		Yes/No	
8.3.0	Copy of Income Tax Return for previous three years		Yes/No	

8.4.0	Proof of valid registration certificates under SSI / NSIC	Yes/No
8.5.0	Proof of ISO Certification / BIS approval and / or approval by reputed III Party Inspection Agency.	Yes/No
8.6.0	Certificate of Credit worthiness and credit limit certificate from your bankers.	Yes/No
8.7.0	Chartered Accountant's Certificate on associate firms	Yes/No
8.8.0	Latest 3 years balance sheets Profit & Loss Account for previous 3 years	Yes/No
8.9.0	Major Purchase Order copies and corresponding invoices or Certificates on satisfactory performance as proof for completion from buyers, pertaining to the last three financial years	Yes/No

Annexure - I

INSTRUCTIONS TO BIDDERS

1.0 Definition.

- 1.1 The term "FACT" shall mean The Fertilisers and Chemicals Travancore Limited having its Head Office & Registered Office at Eloor, Udyogamandal, Cochin and its Divisions and its successors and/or assignees.
- 1.2 The term "Bidder" shall mean the person(s), firm, or company who offer(s) a bid duly signed in response to the enquiry issued by FACT and shall be deemed to include their representatives, heirs, executors and administrators and successors of such person(s), firm, or company.
- 1.3 Bidder shall study carefully the Instructions to bidders (Annexure I), Terms and Conditions (Annexure – II) Special Terms & Conditions for Caprolactam Bags (Annexure-III), Specifications (Annexure - V) 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 Caprolactam bags and Specifications of Caprolactam 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, Integrity Pact etc., as applicable, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offers submitted online.

2.0 Bid documents shall consist of the following.

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 Caprolactam Bags (Annexure-III).
- v) Specifications at Annexures V
- vi) Delivery Requirement (Annexure – VI)
- vii) Compliance Statement as per format at (Annexure-IX)
- viii) Check list for Commercial Terms (Annexure-X)
- ix) Integrity Pact (Annexure-XI)
- x) 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 of 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 Annexure V, and Instructions to Bidders, Terms and Conditions and Special Terms and Conditions, Special Terms and conditions, Delivery requirement, BG formats for SD, Check list for Commercial Terms and Integrity Pact as per Annexures I,II,III,VI, VII, VIII, X & XI attached with your **Enquiry No. MAT-RM-99717 C dated 25/03/2022** 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/commercial queries please contact the following personnel:

 - 1. **Smt.Manju M Warriar, Tel: 0484-2568623**
e-mail: manju@factltd.com
 - 2. **Shri.R Satis Kennedy, 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**. 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 Udyam 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 3 months 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 R1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to R1 price in a situation where R1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable. As per the directive; the above stipulation has been made mandatory from 1st April 2015. The above term is subject to the 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 R1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to R1 by the MSE concerned.
- 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 Udyam 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 Udyam number in the CPP Portal at the due date of submission of offers.**

- 6.4 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.
- 6.5 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.
- 7.0 All correspondence with regard to this enquiry shall be in English, shall bear the reference number of the enquiry and addressed to the:
The Deputy General Manager (Mat)/RM1,
Corporate Materials, FACT Ltd.,
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) Digitally signed copies of NIT, Instructions to Bidders (Annexure-I), Terms and Conditions (Annexure-II) Special Terms and Conditions for Multilayer paper bags (Annexure-III), Copy of Specifications at Annexure-V.
- b) Scanned copy of Signed & dully filled Application and Questionnaire for Prequalification of Vendors for Multilayer paper Bags and the required documents.
- c) Scanned copy of Signed & duly filled 'Delivery Requirement' (Annexure-VI)
- d) Scanned copy of Signed & duly filled 'Compliance Statement' (Annexure-IX)
- e) Scanned copy of signed & duly filled Check list for Commercial Terms (Annexure-X)
- f) Integrity Pact executed (Annexure – XI)
- g) Duly filled 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, HSN Number, rates, date , place and place of supply(whether it is IGST OR CGST+SGST). In case any of the price break up element is not applicable "NIL" or "Included" should be entered as zero.(0) in the bid format.(BOQ)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 of 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 to 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 are more than one.**

9.2.1 **REVERSE AUCTION:** Reverse Auction will be conducted with IOP (Initial Opening Price) of 100 nos of bags at the lowest item rate inclusive of all taxes, quoted in the price bid and Decrement Value at Rs.5 i.e. The start price of Reverse Auction will be the **L1 rate inclusive of all taxes**, in the price bid.

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.
- iii) From the ranking, the Highest Quoted Bidder (H1) shall be eliminated, subject to ensuring minimum four (4) bidders participation in the reverse auction i.e H1 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.

- 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 (R1), the second lowest bidder (R2) and third lowest bidder 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 R1 rate. In case R2, R3, does not match with the R1 rate then R4 will be awarded order allocated for second lowest bidder subject to R4 matching with R1 rate and so on. The opportunity shall be extended to all eligible bidders whose offers are technically acceptable until 3 bidders are shortlisted for placing of orders. In case only 1 bidder apart from the R1 bidder accept the R1 rate, those 2 bidders will be awarded order in the percentage ratio of 70:30 of the balance quantity. In case R2, R3 etc. do not match with the R1 rate, order may be given to R1 for the full quantity subject to capacity of R1. For requirements up to 5 lakh bags, FACT may not split the order.

- 11.0 Only those bidder(s) whose techno-commercial bid has been found acceptable on evaluation will be considered for placement of Purchase order(s). Vendor who has not supplied multilayer paper bags to FACT previously, shall initially supply 10 nos sample bags for approval from FACT, on placement of order if any. The sample bags should conform to the Technical Procurement Specification as per the tender document and should successfully complete all testing/ inspection procedure on the sample bags. Bulk supplies from such vendors shall start after the approval of sample bags by FACT.
- 11.1 New vendors who qualify the above, shall be given an opportunity for supplying one truss (200 nos) for trial, at the L1/ matched L1 rate. On successful completion of the trial of one truss, another order for one truckload shall also be given at the L1 rate, for trial bagging at site.
- 11.2 In the event of any one of the new vendor becoming lowest bidder (L1/R1), The next lowest bidder who has already supplied multilayer paper bags to FACT earlier and meeting the other prequalification criteria and terms and conditions, shall be asked to match the L1 price and in such case shall be awarded order for 3 months or until the new vendor (L1 bidder) successfully completes the above PQ process, whichever is later so as to maintain uninterrupted supply of bags for production.
- 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 The Fertilisers And Chemicals Travancore Ltd. on Rs.500/- stamp paper along with the bid as per Annexure XI. The following officers shall be the Independent External Monitors (IEMs) for this tender and their contact details are given below:
1. Shri Ahmad Javed
Flat 902, Saikrupa Hill View,
Golf Course Road, Sector -12. Kharghar, Navi Mumbai-410210
Mobile: 9821058152 Mail: ajtopcop@gmail.com
 2. Shri B. Ravichandran
Flat No.TF3, RKC Subrabath,
7th Street, Kumaran Colony,
Vadapalani, Chennai 600 026
Mobile: 9482234346 Email: bravi1958@gmail.com

Note:

(1) The Original Integrity Pact on Rs.500/- 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 Monitors should NOT be contacted for clarifications regarding the tenders."

ANNEXURE II

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 12 (TWELVE) 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**, 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.

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 Statutory deductions towards income tax, TDS on GST etc shall be made from the supplier's bills as applicable.

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 + applicable GST on LD 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.

ANNEXURE III

SPECIAL TERMS & CONDITIONS FOR CAPROLACTAM BAGS:

1.0 Price Variation Clause:

- 1.1 Price variation on the bags shall apply only on account of variations in the prices of HDPE, LDPE and LLDPE granules. There shall be no variations in the price of bags on account of variations in the price of Kraft Paper.
- 1.2 Pro-rata increase/decrease shall be applicable on prices of bags on the following basis.
- 1.3 For every 10 rupee net increase/decrease in price per kilogram of HDPE granules as per Reliance (RIL) price list, the increase/decrease per bag shall be Re.0.85.
- 1.4 For every 10 rupee net increase/decrease in price per kilogram of LDPE granules as per IPCL/RIL price list, the increase/decrease per bag shall be Re.1.50.
- 1.5 For every 10 rupee net increase/decrease in price per kilogram of LLDPE granules as per IPCL/RIL price list, the increase/decrease per bag shall be Re.0.35.
- 1.6 The basic price shall be the ex-works price of RIL E52009 for HDPE, IPCL 22FA002 for LDPE and IPCL 20FS010 of LLDPE (or any other approved agency fixed by FACT from time to time) as specified in the enquiry documents. Duties, Taxes, Cess, freight and any other charges leviable on granules will not be taken into account while working out increase/decrease.
- 1.7 Pro-rata increase/decrease shall be applicable on prices of bags on this basis.
- 1.8 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.
- 1.9 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.

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 (22 FA 002 of RIL/IPCL)	67820	69820
LLDPE (20FS010 of RIL/IPCL)	61930	63930

Price of bag as per P.O. (landed cost including ED, ST, Cess, any other charges leviable and freight) : Rs.30.00 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 actual date of delivery : 17-06-07

Multilayer Caprolactam Bags (HDPE E52009 , LDPE 22FA002 & LLDPE 20FS010)	
HDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	0.85
Increase in the price of granule (per Kg) ie.(66160-64160)/1000	2.00
Increase in bag price for increase of Rs.2.00 per kg in granule price.	0.17
LDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	1.50
Increase in the price of granule (per Kg) ie.(69820-67820)/1000	2.00
Increase in bag price for increase of Rs 2.00 per kg in granule price.	0.30
LLDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	0.35
Increase in the price of granule (per Kg) ie.(63930-61930)/1000	2.00
Increase in bag price for increase of Rs 2.00 per kg in granule price.	0.07
Existing Order Price	30.00
Revised Price (30.00 + 0.17 + 0.30 + 0.07)	30.54

2.0 Despatch Intimation & Invoicing:

- 2.1 All invoices shall be addressed to FACT and sent in triplicate to the following:
- a) Deputy General Manager (Fin), FACT Ltd., Udyogamandal, Cochin - 683 501.
 - b) Deputy General Manager (Materials) / RM, PD - Administrative Building, FACT Ltd, Udyogamandal, Cochin - 683 501.
 - c) Manager (Stores), FACT Ltd., Petrochemical Division, Udyogamandal, Cochin - 683 501.

The following documents shall be sent along with the invoice:

- a) Inspection Release Certificate of the third party inspector.
- b) Copy of Excise Duty Gate Pass
- c) Lorry Receipt

- 2.2 Notification of despatch by fax/email in regard to each and every consignment shall be made to the Deputy General Manager (Materials) / RM, PD - Administrative Building, FACT Ltd, Udyogamandal, Cochin - 683 501.

3.0 Inspection

- 3.1 Bags supplied under the Order shall be subject to inspection and testing as per codes, standards and procedures specified in the Order.

- 3.2 FACT shall nominate at their sole option, an inspection agency for on-line as well as pre-despatch inspection of bags. The Seller shall co-ordinate with the inspection agency 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 equipment duly serviced and got calibrated by authorised agencies or by statutorily approved bodies. FACT or the inspection agency nominated by FACT shall have the right to check the calibration and/or verify calibration certificates of testing equipment at the Seller's laboratory. Samples may also be drawn and taken to the laboratory of the Inspection Agency. Samples shall be drawn as to IS.

- 3.3 Notwithstanding pre-despatch inspection FACT reserves the right to reject any consignment found defective at site. FACT shall also have the right to reject the bags on stream when they are put to use. The bags so rejected are to be replaced free of cost by the seller or their cost can be recovered from the seller from pending or subsequent bills.

- 3.4 Any deviation noticed by us at any time during manufacture of bags/pre-despatch inspection stage/ on receipt at our stores or at the time of usage on stream may involve summary rejection of the entire lot in which the deviations are noticed and seller shall be liable to effect free replacement of the bags so rejected.

- 3.5 Any inspection during manufacture/prior to despatch does not absolve the Seller of his obligation as per this order. The Seller is primarily and solely responsible for ensuring that detailed in process quality control systems are installed in your manufacturing works including but not limited to stage wise inspection/testing procedures stipulated by FACT. FACT is relying solely on the seller and not on any

inspection agent to ensure that zero defect bags are consistently supplied to the full satisfaction of FACT and its buyers of Caprolactam.

4.0 Removal of rejected goods.

- 4.1 Immediately on rejection, FACT shall intimate the Seller explaining the reasons for such rejection. The Seller shall remove and replace the rejected consignments after defacing all the bags by putting 'X' across the full face of the bags at the Seller's cost. If the Seller does not remove the consignment within 21 days from the date of receipt of such intimation the Seller shall have no claim over such 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. However, storage/handling charges will not be levied in case the bags pass retest. If the rejected goods are not removed within the period mentioned in the notice served, FACT reserves the right 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.



DOCUMENT: SPECIFICATION	REF: PRG/S/124A
	DATE: 16/10/2006
TITLE: MULTILAYER BAG WITHOUT MIDDLE KRAFT PAPER FOR PACKING CAPROLACTAM	ISSUE: 01
	PAGE: Page 1 of 6

1.0 GENERAL DESCRIPTION OF THE PACKING

The packing consists of:

(a) Outer Bag : A brown kraft paper bag laminated with HDPE woven fabric.

(b) Inner Bag : A transparent LDPE bag heat sealed at the bottom.
Longitudinal seam/glued sealing not permitted.

The above two bags (a), & (b) are to be stitched together at the bottom at a distance of 15mm from the bottom edge (no minus tolerance permitted). The distance of the bottom stitching from the sealing of the inner LDPE bag shall be minimum 10mm (no minus tolerance permitted). After filling, the LDPE inner bag is to be heat sealed and folded inside the outer bag. The open mouth of (a) will be stitched with Crepe paper tape.

2.0 Specification of the outer bag:

Bag size inside dimension from the stitch:

Height : (860 + 10) mm
(860 - 2) mm

Width : (530 +/- 2) mm

GSM of outer bag : 180 (minimum)

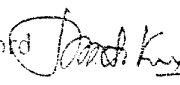
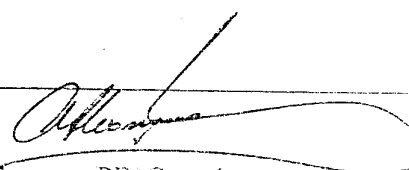
3.0 Specification of Brown Kraft Paper

Paper weight : 80 GSM +/- 5%

Bursting strength : 2 Kg/Cm² (minimum)

Tensile Strength : 5 Kg/15 mm strip (minimum)
(machine direction)

Tensile strength : 3.5 Kg/15 mm strip (minimum)
(cross direction)

ISSUED BY: Chief Supdt. Production(PD)Coord 	APPROVED BY:  Deputy General Manager(PD)Coord
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**FACT**

PETROCHEMICAL DIVISION

CONTROLLED COPY

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DOCUMENT:		REF: PRG/S/124A
SPECIFICATION		DATE: 16/10/2006
TITLE:		ISSUE: 01
MULTILAYER BAG WITHOUT MIDDLE KRAFT PAPER FOR PACKING CAPROLACTAM		PAGE: Page 2 of 6

Finish : Glazed side of the paper to be on the outside of the bag.

4.0 Specification of HDPE Woven Fabric

10 x 10 mesh (minimum 9 x 9 mesh) with 1000 deniers HDPE tape (5% minus tolerance on deniers permitted).

4.1 HDPE Granules : GF 7745 of M/s Polyolefine Industries or equivalent

4.2 Material for Bonding : Virgin LDPE
Kraft paper to HDPE
Woven fabric

Bonding film thickness : 37.5 microns (minimum)

4.3 Breaking Load of the laminated HDPE fabric (50 x 200 mm test samples)

Warpway : 850 newtons (minimum)

Weftway : 680 newtons (minimum)

4.4 Side joint of the Outer Bag

Hot sealing with an overlap of 40mm for the outer bag. Bonded portion of the side joint overlap shall not be less than 30 mm.

Side bond breaking load : 390 newtons (minimum).

5.0 Inner LDPE Bag

5.1 Inside dimensions (exclusive of seal)

Height : (990 + 10) mm
(990 - 0) mm

Width : (530 + 20) mm
(530 - 0) mm

ISSUED BY:	APPROVED BY:
Chief Supdt. Production(PD) Coord	Deputy General Manager(PD) Coord

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DOCUMENT:		REF: PRG/S/124A
SPECIFICATION		DATE: 16/10/2006
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5.2 Thickness of the Film : 125 microns (Tolerance +10%, no minus tolerance permitted).

5.3 Width of bottom Sealing : (5 + 2) mm single band
(5 - 0) mm single band

5.4 Strength of the bottom Sealing

A test piece for tensile strength testing as per IS - 2508 is to be cut with the bottom seal at the middle. The tensile strength of the LDPE film with the seal in the longitudinal direction should be 100 kg/cm² (minimum). The test is to be conducted on 2 test specimens per bag.

5.5 Distance of Bottom Sealing from edge : 25 mm

5.6 Air vent holes of 2 mm dia to be provided 70 mm away from the edge on the longer side of the bag, five holes 140 mm apart. The first hole is to be 140 mm above the bottom sealing. In addition to the above, 3 air holes are to be provided at the top end of the LDPE bag, distributed at 130 mm apart on an imaginary line 130 mm below the top edge, parallel to the top edge. Tolerance 20 mm in any direction. Holes must be pierced and not punched.

5.7 Colour of the LDPE Bag

Virgin LDPE without any colour is to be used to produce a transparent bag with normal clarity.

Haze : 10 to 15%

5.8 Specifications of the LDPE for the Inner Bag


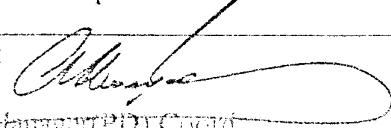
Virgin material without any antioxidant to be used. In case traces of antioxidant (Di Butyl Paracresol) is present its weight shall not exceed 0.2%.

Density (film) : 925 kg/m³ max.

Melt Flow Index (MFI) : 0.2 to 0.5 gm/600 Secs.

Swelling ratio : 1.3 to 1.4

LDPE grade : IPCL - 22 FA 002 or equivalent

ISSUED BY:	APPROVED BY:
Chief Supdt. Production(PD) Coord 	 Deputy General Manager(PD) Coord

**FACT****PETROCHEMICAL DIVISION****CONTROLLED COPY****2**

DOCUMENT: SPECIFICATION	REF: PRG/S/124A
	DATE: 16/10/2006
TITLE: MULTILAYER BAG WITHOUT MIDDLE KRAFT PAPER FOR PACKING CAPROLACTAM	ISSUE: 01
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Up to 20% LLDPE of the following specifications can be mixed with LDPE in order to meet the strength requirements.

LLDPE Specification :

Density : 920 kg/m³(max)

MFI : 1 gm/600 sec.

MFI of the composite film should be less than 1 gm/600 sec.

5.9 Strength of LDPE Film

5.9.1 Tensile Strength : 160 kg/cm² (min)

Longitudinal direction

Transverse direction : 150 kg/cm² (min)

5.9.2 Elongation at break

Longitudinal direction : 350% (min)

Transverse direction : 400% (min)

Impact Strength (Dart Test) : Not less than 155 GF at 1524 mm

6.0 Bag Formation

All plies including inner LDPE shall be stitched together at the bottom at a distance of 15mm from the edge, after covering with a crepe paper of 100+ 5% gsm and width of 55mm (No minus tolerance permitted). The two layers of the LDPE inner bag shall not stick together and shall be easily openable.

Stitching : With Rayon type cord in single row chain stitch
(12 +/- 2 stitches/decimeter).

7.0 Overall Strength

Bottom stitch breaking load : 310 newtons min. (IS 9030-1979)

Drop Test : The filled bag should withstand 4 drop tests (Each bag shall be dropped four times from a height of 2 metres, i.e. on the front side).

ISSUED BY: Chief Supdt. Production(PD) Coord	APPROVED BY: Deputy General Manager(PD) Coord
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**FACT**

PETROCHEMICAL DIVISION

CONTROLLED COPY

2

DOCUMENT: SPECIFICATION	REF: PRG/S/124A
	DATE: 16/10/2006
TITLE: MULTILAYER BAG WITHOUT MIDDLE KRAFT PAPER FOR PACKING CAPROLACTAM	ISSUE: 01
	PAGE: Page 5 of 6

on the rear side, on the end with vendors factory sealing and on one of the longer edges).

Capacity : 25 Kg (bulk density – 700 Kg/m³).

8.0 Branding

Use polyglene ink or equivalent. Branding is to be as per our sketch. Identification mark of the supplier and the lot number must also be indicated on each bag. Any change in branding details will be intimated with a notice 15 days in advance.

9.0 Instruction for Packing

Before packing, the protruding portion of the inner LDPE bag should be folded outside the outer bag (cuffed) to 145 mm to facilitate clamping on the weighing machine. There shall not be any tear or damage on the cuffed portion.

9.1 The bags should be made into trusses of 200 bags each. Each truss should be wrapped with water proof HDPE cloth with an outer covering of Hessian. Each truss should be stitched properly and shall have a rectangular shape for easy stacking. Gross and net weight of the truss with lot No, date, month of packing and identification mark of the manufacturer shall be marked on the trusses.

9.2 Deviation in weight: Weight of each individual bag shall not vary beyond +/-6% from the normal weight of 340 grams. Weight variation for a truss of 200 bags shall be within +/- 3%.

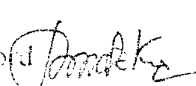
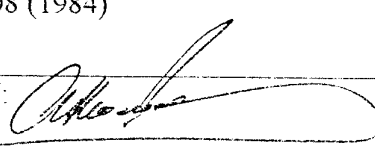
10.0 Test Methods

Test methods shall generally conform to those specified in the following Indian Standards:

(a) Kraft Paper : As per IS : 1060
: Part – 1 (1966)
: Part – 2 (1960)
: Part – 3 (1969)

(b) HDPE fabric laminated with paper : As per IS – 1969 (1985)

(c) LDPE for inner bag : As per IS – 2508 (1984)

ISSUED BY: Chief Supt Production(PD) Coord 	APPROVED BY:  Deputy General Manager(PD) Coord
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**FACT****PETROCHEMICAL DIVISION****CONTROLLED COPY**

2.

DOCUMENT: SPECIFICATION	REF: PRG/S/124A
	DATE: 16/10/2006
TITLE: MULTILAYER BAG WITHOUT MIDDLE KRAFT PAPER FOR PACKING CAPROLACTAM	ISSUE: 01 PAGE: Page 6 of 6
<p>(d) Side bond & bottom seam strength : As per IS – 9030 (1979)</p> <p>(e) Sampling size : As per IS – 11651 (1986)</p> <p>(f) Melt Flow Index : As per IS – 2530 (1963)</p> <p>These Indian Standards apply to testing methods only. Individual properties shall be as given in the specification sheet.</p>	
ISSUED BY: Chief Supdt. Production(PD) Coord <i>[Signature]</i>	APPROVED BY: <i>[Signature]</i> Deputy General Manager(PD) Coord

Enquiry No.MAT-RM-99717 C dated 25/03/2022

DELIVERY REQUIREMENT

Important Note: Delivery of bags shall be on staggered basis as per our requirement/as per the schedule to be furnished after placement of Purchase Order. Certificate of Analysis and Specification is to be supplied along with each supply.

OFFERED QUANTITY AND DELIVERY SCHEDULE (Delivery at destination):

1. Date by which 1st lot will be supplied :
2. Quantity offered per fortnight subsequent to supply of 1st lot. :
3. Total quantity offered against the enquiry :
4. Lot size per truck :

Date :

Place :

Signature, Name and Seal of bidder :

Annexure -VII

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)
(TO BE OBTAINED FROM A NATIONALISED/SCHEDULED BANK ON STAMP PAPER OF
RS.500/-).

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 or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State 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:

(Seal of Bank)

Full address of the Branch issuing this guarantee

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.500/-
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 forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

Any notice by way of request, demand or otherwise hereunder may be sent by post or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State 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.

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 and Instructions to Bidders, Terms and Conditions, Special Terms and conditions, Delivery requirement, BG formats for SD, Check list for Commercial Terms and Integrity Pact as per Annexures I, II, III, VI, VII, VIII, X & XI attached with your Enquiry No.**MAT-RM-99717 C** dated **25/03/2022** against which this bid is being submitted".

Signature of Bidder:

Name of the Bidder:

Seal:

Enquiry No. MAT-RM-99717 C dated 25.03.2022

CHECK LIST FOR COMMERCIAL TERMS(Scanned copy to be signed & duly filled by the bidder)

<u>Sl. No</u>	<u>Terms</u>		<u>Bidder confirmation /response</u>
1	VALIDITY OF OFFER - Please specify (Offer shall be valid for 90 days from date opening of bid)		
2	Firm price/Price variation clause The prices shall be for delivery at destination by lorry and firm without any escalation till the order is completely executed except for variation in statutory levies as per 9.0 (Annexure-II) and for price of raw materials as per Price Variation Clause in Annexure - III. Bidder to confirm as 'YES'		
3	PRICE BASIS Delivery Shall be made F.O.L. FACT- PD STORES, UDYOGAMANDAL - 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 TERMS 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	EMD : Bidder to furnish EMD amount of Rs.1,00,000/- as per clause 3 of Instructions to Bidder Annexure - I. Confirm as "YES"	
15	MICRO, SMALL OR MEDIUM ENTERPRISES	
15.1	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'	
15.2	Declaration of Udyam Number in the CPP Portal is required for availing MSME benefits under PP Policy for MSEs, for tenders invited through CPP Portal. Confirm whether Udyam Number is declared in the CPP Portal. Bidder to confirm 'YES/NO/Not Applicable'	

Date:

Signature of Bidder :

Name of Bidder:

Seal:

(To be executed on ₹ 500/- 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 for 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).....

UNPRICED BID - MAT-RM-99717 C

Tender Inviting Authority: The Fertilisers And Chemicals Travancore Ltd., cochin- 683501

Name of Work:SUPPLY OF MULTILAYER PAPER BAGS FOR PACKING CAPROLACTAM FLAKES

ENQUIRY NO. MAT-RM-99717 C dated 25.03.2022

Name of the Bidder/ Bidding Firm / Company :		GSTIN			HSN/SAC CODE		
Sl.No.	Item Description	Quantity	Units	Itemcode	Offered Qty. Enter the Bidder	Basic Rate in Rs. (inclusive of all additional charges) in figures for 100 bags - to be selected by Bidder) [Quoted / Not Quoted]	Select GST(%)
1	Multilayer paper bags of 25 Kg capacity for packing Caprolactam Flakes	20,07,500	Nos	687501010		Select	Select

Vendor should select Quoted or Not Quoted (Whichever is applicable) in the 'Basic Rate' and Indicate percentage in GST columns for SI.No.1