NOTICE INVITING TENDER

Tender No.MM/151/21807 dated 15-07-2020

Quotations are invited for supply of Curry powders to FACT-UD Canteen, Udyogamandal and FACT-CD Canteen, Ambalamedu as per the enquiry terms and conditions. The proposed contract shall be for a period of one year. The bidders may also refer the Special Terms and Conditions (Annexure-II) and standard Terms and Conditions (Annexure -X) applicable for the proposed contract.

Please submit your quotation in TWO PARTS in a sealed envelope SUPERSCRIBING our Enquiry No. and due date may be addressed to The Asst. Officer (Administration), Central Bid Registration Cell, FACT PD Administrative Building, Udyogamandal - PIN 683 501, Kerala. The bids shall be subject to acceptance of all the Special Terms & Conditions of Contract attached as Annexure - II.

2. Quantity : As specified in the Annexure -IV for both divisions of FACT

3. Period of Contract : One Year

4. Earnest Money Deposit (EMD) : Rs. 37,000/- and shall be submitted as detailed in the instructions to bidders attached with the tender documents (Clause 2 of ITB)

5. Security Deposit (SD) : 5% Contract value shall be paid only on the placement of Purchase Order.

6. Last date and time of submission of bids: 11.08.2020 at 2:00 PM.

7. Date and time of opening of bids : 11.08.2020 at 2:30 PM.

BID System: Bids shall be submitted on a Two Part basis, as detailed in the instructions to bidders attached with the tender documents (clause 10.3 of ITB)

For the Fertilizers And Chemicals Travancore Limited

Manager (Materials)

Please Note:

1. Please refer to the above Tender No. in all correspondence.

List of Enclosures:
1. Pre-qualification Criteria : Annexure - I
2. Special terms and Conditions : Annexure - II
3. EMD Remittance Form : Annexure - III
4. Price Bid : Annexure - IV
5. Unpriced Bid : Annexure - V
6. Proforma of Bank Guarantee for security deposit : Annexure - VI
7. Agreement : Annexure - VII
8. Checklist : Annexure - VIII
9. Information About Bidders : Annexure - IX
10. Standard Terms and Conditions : Annexure - X
11. Instructions to Bidders (ITB) : Annexure - XI

Notes:

1. Bids shall be submitted in hard copy only to the address given above.

2. Due Date/ Time for submission of bids: **11.08.2020 at 2:00 PM**

3. Part- A Bids (Pre-qualification cum Techno-Commercial bids) shall be opened on 11.08.2020 at 2:30 PM (If that day becomes a holiday, bids will be opened on the next working day)

4. Part- B (Price Bid) of the pre-qualified bidders whose offers are technically and commercially acceptable, will be opened on a subsequent date, which will be informed later.

5. For all corresponding on all matters regarding this enquiry, please indicate the above Enquiry No. **MM/151/21807 dated 15-07-2020**.
## Annexure I

### PRE-QUALIFICATION CRITERIA FOR CURRY POWDERS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>PQ Criteria</th>
<th>Documents required to prove the criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder must have supplied Curry Powder for value not less than Rs.12.00 lakhs, during the last five years for one or more organizations as on the date of opening of Part A Bid. OR Bidder must have supplied Curry Powder for a minimum value of Rs. 5.00 lakhs, during any one of the last five years for one or more organizations as on the date of opening of Part A Bids.</td>
<td>a) Documents from organizations of similar standing as FACT, or Industries, Govt. / Pvt. Ltd. or to Cooperative Societies or any Major Hotels/Institutions during the last five years for one or more organizations as on the date of opening of Part A Bids. b) Bidder shall enclose along with pre-qualification bid, any of the following documents towards proof of experience – (a) Copies of purchase orders (b) Completion certificates from clients (or) Despatch documents for proof of supply completion. In the event of false declaration, the bidder shall be disqualified.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder shall enclose along with bid any of the following documents towards proof of financial soundness: a) Bank statement showing minimum balance of Rs.2.50 lakhs as on the date of Part A bid opening (OR) b) Credit Worthiness Certificate from Nationalised/Scheduled Banks for minimum amount of Rs.4.50 lakhs (OR) c) Solvency Certificate (original) for minimum amount of Rs.4.50 lakhs from a Nationalized / Scheduled Bank. The solvency certificate shall be issued dated after the date of enquiry. (OR) d) Average quarterly balance certificate from their bankers for a minimum value of Rs.5,000/- to be submitted</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

1) FACT shall have the liberty to verify the reference submitted by the bidders with the user.

2) Bidders not fulfilling 1 & 2 above will not be considered for technical evaluation.

3) Pre-qualified bids will only be considered for technical evaluation. Technically and Commercially acceptable bidders will only be considered for Price Bid opening.

4) Bids submitted without EMD of Rs.37,000/- will not be considered. EMD shall not be applicable for bidders with MSME registration. Copy of relevant certificate shall be attached.

5) In the case of FACT work order/purchase order, bidders need to mention only the order number. Submission of documents is not necessary in such cases.
SPECIAL TERMS AND CONDITIONS FOR SUPPLY OF CURRY POWDERS

01. DEFINITIONS

FACT means The Fertilisers and Chemicals, Travancore Ltd, a company registered under Indian Companies Act with Registered Office at Eloor, Udyogamandal and the term includes its Divisions as applicable.

CONTRACTOR means the person or company, with whom Order is placed by FACT.

ORDER means the Purchase Order issued by FACT for supply of Curry Powders.

02. The rates in the Purchase Order shall be firm during the period of contract. No request for price revision shall be entertained under any circumstances.

03. All State or Municipal Taxes, duties and levies payable on the item are included in the Price.

04. Order will be for a period of ONE YEAR from date of issue of Purchase Order (Tentatively from 09.09.2020 to 08.09.2021).

05. The quantities given in the Order are only an approximate indication and the same are liable to vary either way (more or less than the estimated figure) depending on FACT's requirement.

06. Supplies are to be made on fortnightly / weekly / monthly basis against FACT's indent which will be furnished 5 days in advance by the Welfare Departments.

07. FACT reserves the right to reduce or increase the estimated quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be supplied. The contractor has no right to claim loss or loss of profit on account of reduction in revenue arising out of variation in requirement.

08. All supplies shall strictly conform to FACT's standard with regard to size and quality. The Curry powders supplied shall be pure, unadulterated, free of moisture and impurities and in hygienic packing. FACT’s decision in regard to acceptance of the right quality material and rejection of unsuitable material shall be accepted as final and binding on the contractor.

09. The delivery of Curry Powder (including stacking) has to be effected between 1:00p.m. and 1:30 p.m. at UD-Cafeteria and CD Canteen as per FACT’s indents by using the facilities/vehicles of the contractor as per the directions of the Supervisor, at supplier's cost In the event of delay on the contractor's part to supply our requirements in time, FACT will make alternate arrangements and any loss incurred by FACT in this connection shall be recovered from the contractor’s bills.

10. Payment shall be effected within one week of delivery. The invoices shall be duly
certified by Welfare Departments of UD and CD for the supplies to UD-Cafeteria and CD Canteen respectively.

11. Payments as per terms & conditions of Purchase Order/Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker’s authorisation letter.
   a) Bank Name, b) Branch Name c) MICR Code, d) IFSC Code, e) Account type f) Account No.

12. FACT reserves the right to terminate the contract and make alternate arrangements for carrying out the supply at the risk and cost of the contractor in case the contractor fails to supply the indented items.

13. FACT is a Company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment.

14. The contractor is expected to faithfully observe the security regulations of FACT and any loss or damage incurred by FACT on account of the failure of the contractor or his employees to observe the security regulations of FACT shall be to the account of the contractor.

15. The contractor shall assume all liability for, and keep the company wholly indemnified against, all actions or suits, costs, damages, charges and expenses, arising out of or in connection with carrying out the work covered by the contract, whether such suits or claims are brought about by Govt. Statutory Bodies, members of the public, neighbouring owners or workmen engaged in the work.

16. The company shall have no dealing with the Contractor’s representatives, workmen, vehicle crew or their Unions. The company reserves the right to debar any of the contractor’s representatives/ workmen /vehicles from entering the Company premises for whatever reason the Company deems fit. In such event, the contractor shall at his own cost make alternative arrangements for continuing the work without interruption by suitable replacements acceptable to the Company.

17. Applicable Law & Settlement of Disputes:

This contract shall be subject to and shall in all respects be governed by Indian law.

If any dispute(s) arises out of or relating to or in connection with this contract, between the contractor or the owner /FACT, the same shall be amicably settled through mutual discussion, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in English. Any legal proceedings relating to or in connection with this contract shall be limited to the
exclusive jurisdiction of the High Court of Kerala.

18. Force Majeure: Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party within one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

19. The Contractor shall comply with all statutory rules and regulations pertaining to employment of labour and execution of work. In case FACT becomes liable for any amount on account of breach or non-observance by the Contractor of the provision thereof, such amounts shall be to the Contractor’s account.

20. The purchase orders under this contract will be issued by Dy. General Manager (Materials)-ESS or an authorized officer of Corporate Materials of FACT at Udyogamandal. The contracts will be operated/administered by the Welfare Department of FACT or officer authorised for the purpose by FACT.

21. FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT’s Website www.fact.co.in. Contractors shall make themselves aware and also ensure compliance of the same.

22. The bidder should have Licence/Registration from Food Safety And Standard Authority of India.
Annexure III

DETAILS OF EMD REMITTANCE

*(TO BE FILLED AND SIGNED BY THE VENDOR)*

EMD shall be remitted through NEFT. UTR No. / Copy of the Payment receipt shall be submitted along with the bid.

<table>
<thead>
<tr>
<th>UTR No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Remitted Amount</td>
<td>Rs.</td>
</tr>
<tr>
<td>Name of Remitted</td>
<td></td>
</tr>
<tr>
<td>Date of remittance</td>
<td></td>
</tr>
</tbody>
</table>

BIDS NOT ACCOMPANIED WITH REQUISITE EMD ARE LIABLE TO BE REJECTED AT THE SOLE DISCRETION OF FACT.

EMD WILL BE EXEMPTED FOR GOVT. DEPTS. / FIRMS/PUBLIC SECTOR UNITS/MSME UNITS / FIRMS REGISTERED UNDER NSIC/KHADI BOARD, ETC., AS PER APPLICABLE GOVT. DIRECTIONS, ON SUBMISSION OF VALID DOCUMENTS.

Signature:

Seal:

Date:
**PRICE BID**

Please fill in your lowest Rates in this Price Bid format.

From

MANAGER [PURCHASE],
MATERIALS DEPARTMENT,
PD ADMINISTRATION BUILDING, FACT LTD.,
UDYOGAMANDAL 683 501

To

I/We, the bidder mentioned below, hereby quote our rates (including P&F, transportation, loading and unloading charges towards stacking in FACT installations) for the supply of Curry Powders to FACT-UD Canteen, Udyogamandal and FACT-CD Canteen, Ambalamedu, for ONE YEAR.

<table>
<thead>
<tr>
<th>Requirement of Curry Powders in Kgs for one year</th>
<th>% of GST &amp; GST amount in Rs., if applicable</th>
<th>Total door delivery Rate quoted per Kg including GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>FACT-UD Canteen</td>
<td>FACT-CD Canteen</td>
<td>Total</td>
</tr>
<tr>
<td>Sambar Powder</td>
<td>1850</td>
<td>850</td>
</tr>
<tr>
<td>Chilly Powder</td>
<td>1200</td>
<td>800</td>
</tr>
<tr>
<td>Coriander Powder</td>
<td>900</td>
<td>800</td>
</tr>
<tr>
<td>Turmeric Powder</td>
<td>400</td>
<td>275</td>
</tr>
</tbody>
</table>

Payment Terms : 100% within one week after receipt and acceptance.

Note: 1. Sambar Powder, Chilly powder and Coriander powder will be supplied with 1/2 kg (500 gram) packets.
2. Turmeric will be supplied with 100 gram packet
3. Order will be placed on the basis of individual lowest items, not on aggregate lowest.

I/We agree to undertake the supply of Curry Powders as per rates shown above subject to the Special Terms and Conditions of the Enquiry.

Date: Seal Bidder’s Signature with Name & Designation

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**MATERIALS (ESS-III)**

FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
**UN-PRICED PRICE BID**

ENQUIRY No.: MM/151/E21776 Dt. 15-07-2020

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Offered Qty. (To be entered by the bidder)</th>
<th>Unit Price per KG (Strike off whichever is not applicable)</th>
<th>% of GST &amp; GST amount in Rs. If applicable</th>
<th>Total Rate quoted per KG including GST (Strike off whichever is not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sambar Powder</td>
<td>2700.00</td>
<td>Kilogram</td>
<td>QUOTED/NOT QUOTED</td>
<td></td>
<td></td>
<td>QUOTED/NOT QUOTED</td>
</tr>
<tr>
<td>2</td>
<td>Chilly Powder</td>
<td>2000.00</td>
<td>Kilogram</td>
<td>QUOTED/NOT QUOTED</td>
<td></td>
<td></td>
<td>QUOTED/NOT QUOTED</td>
</tr>
<tr>
<td>3</td>
<td>Coriander Powder</td>
<td>1700.00</td>
<td>Kilogram</td>
<td>QUOTED/NOT QUOTED</td>
<td></td>
<td></td>
<td>QUOTED/NOT QUOTED</td>
</tr>
<tr>
<td>4</td>
<td>Turmeric Powder</td>
<td>675.00</td>
<td>Kilogram</td>
<td>QUOTED/NOT QUOTED</td>
<td></td>
<td></td>
<td>QUOTED/NOT QUOTED</td>
</tr>
</tbody>
</table>

**NOTES:**

1. Bidder to complete all columns for each item separately
2. Price column shall be filled with QUOTED/NOT QUOTED (strike out whichever is not applicable).
3. Percentage shall be given in column of GST.

We have read and understood the Notice Inviting Tender, Instructions to Bidders, Standard Terms and Conditions of Purchase etc. of this tender and hereby confirm that our rates are quoted accordingly in BOQ.

Date: Seal
Bidder’s Signature with Name & Designation
PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(To be obtained from a Nationalised/scheduled bank in India)

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683 501.

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed an order no. ............... dated ............ with M/S......................... (hereinafter called the Contractor) for the supply/work of .......................and whereas it is one of the conditions of the said supply/work order that the Supplier/Contractor shall either remit a sum of Rs.............. (Rupees..........................only) or furnish a Bank Guarantee for Rs............ (Rupees...........................only) as security deposit for the due fulfillment of the said order by the said Contractor.

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 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................. (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/Contractor 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 Bank 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/Contractor 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 not withstanding any dispute or disputes raised by the said Supplier/Contractor in any suit or proceeding pending before any court or Tribunal relating thereto or our liability under this present 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/Contractor 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 take 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/contractor 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/Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier/Contractor 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/Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor or any other matter of 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/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/Contractor 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 there under. 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 to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

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

We, ..............................................., Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this ......................... day of ....................... Two Thousand.........................

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee
AGREEMENT

(Proforma of Agreement to be executed in Rs 200/- Non Judicial stamp paper)

ARTICLES OF AGREEMENT made this day the .... Between THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, a Company registered under the Travancore Companies ACT IV of 1114(Malayalam Era) and having its registered office at Eloor, Udyogamandal P O Ernakulam District, Kerala State(hereinafter called the FACT) on the one part and M/s... (hereinafter called the Contractor) which expression shall where the context so admits or applies be deemed to include their heirs, executors, administrators, successors interest and legal representatives as well) on the other part.

WHEREAS the Contractor has agreed with M/s FACT for the due performance of work as set forth in the Purchase Order No........dt.............. and accompaniments upon the terms and conditions therein mentioned as accepted vide their endorsements in the aforesaid purchase order.

NOW THESE PRESENT WITNESS THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Purchase Order No...............dt..............and accompaniments thereunto the Contractor shall duly perform the said works, fulfill and keep all conditions in the purchase order which will be deemed and taken to be part of this contracts as if the same had been fully set-out herein and FACT hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, FACT will pay to the Contractor at the time and in the manner set forth in the aforesaid purchase order and in the Annexure thereunto as accepted by Contractor vide his endorsement in the aforesaid purchase order, the amount or amounts calculated at the rate mentioned and as per terms stipulated therein as payment for the work. This agreement shall be in force up to .................

THE SAID CONDITIONS shall be read and construed as forming part of this Agreement and the parties thereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

UPON THE TERMS AND CONDITIONS of this Agreements being fulfilled and performed to the satisfaction of Officer of the Company empowered by the Company in this behalf, the Security Deposit remitted by the Contractor or such position thereof as he may be entitled to under the said condition shall be returned to the contractor.

IN WITNESS thereof the Contractor, M/s........... and The Manager Purchase(ESS-II) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

In the presence of witnesses: for and on behalf of the Company.

1.

2.
Annexure VIII

**CHECKLIST FOR COMMERCIAL TERMS**

All the columns shall be filled properly with say, “confirmed”, without leaving blanks. Abbreviations like “N.A.” etc., shall not be used, instead, to be given in expanded form. Clauses against which specific confirmation is not furnished shall be considered as bidder accepting FACT terms of enquiry.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Terms</th>
<th>Bidder Confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>VALIDITY OF OFFER:</strong> 90 Days from the date of bid opening (Part-A, in the case of 2-part bids)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Earnest Money Deposit:</strong> Shall be submitted by RTGS/NEFT in favour of FACT Ltd., if applicable as per enquiry. (Exempted for Govt. firms/PSEs/MSE Units / Startups / firms registered under NSIC/Khadi Board etc. on submission of valid documentary evidence.)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Pre-Qualification Criteria:</strong> All relevant documents shall be submitted, if applicable, as per enquiry</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>PRICE:</strong> Firm till completion of supplies</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>PRICE BASIS:</strong> FOR FACT Stores as per enquiry. If not, please specify.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>GST:</strong> GSTIN Reg. No. &amp; GSTIN State</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>In case of unregistered supplier, whether declaration to that effect is uploaded</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Place of supply</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>INSURANCE:</strong> Transit Insurance shall be arranged by FACT</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>SIZE:</strong> Approximate weight and size of the consignment(s)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>PAYMENT:</strong> As per clause 10 in Special Terms and Conditions (Annexure - II)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>SECURITY DEPOSIT:</strong> @ 5% of the basic order value [applicable for orders of value above ₹ 5,00,000/- (Rs Five Lakhs)]</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>GUARANTEE:</strong> As sought in the Enquiry</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>PERFORMANCE BANK GUARANTEE:</strong> @ 10% of the basic order value, if specified in the enquiry.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td><strong>DELIVERY PERIOD/COMPLETION PERIOD:</strong> As per clause 6 in Special Terms and Conditions (Annexure - II)</td>
<td></td>
</tr>
<tr>
<td>13.1</td>
<td><strong>DELAY IN DELIVERY:</strong> For orders of basic price above ₹ 25,000/-, Liquidated Damages (LD) will be recovered if delivery is delayed beyond the delivery period stipulated in the order @0.5% of the value of items delayed per week of delay or part thereof, limited to a maximum of 7.5% of the total basic order value</td>
<td></td>
</tr>
</tbody>
</table>
FACT MATERIALS
SUPPLY OF CURRY POWDERS
ENQUIRY. NO. MM/151/21807
dtd. 15-07-2020

(As per Cl. 9 of Standard Terms and Conditions of Purchase)

14 JURISDICTION: Any legal proceedings relating to the Order shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

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.

15.2 Declaration of UAM Number in the CPP Portal is required for availing MSME benefits under PP Policy for MSEs, for tenders invited through CPP Portal. Confirm whether UAM Number is declared in the CPP Portal.

16 MAKE IN INDIA: For claiming benefits under Preference to Make in India order, please give following details:

16.1 Whether the item(s) offered meets the minimum local content

16.2 Location(s) at which the local value addition is made

17 Bidder’s Offer Reference Number and Date:

18 Contact Person Name, Mobile Number and Email ID:

19 Address to which PO is to be placed:

CHECK LIST FOR TECHNICAL TERMS

[Please return this format duly filled, along with the offer]

<table>
<thead>
<tr>
<th>S.No</th>
<th>Terms</th>
<th>Bidder Conformation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sambar Powder, Chilly powder and Coriander powder will be supplied with 1/2 kg (500 gram) packets</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Turmeric will be supplied with 100 gram packet</td>
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</table>

COMPLIANCE STATEMENT

<table>
<thead>
<tr>
<th>Sl. No./ Cl. No. (as per Enquiry)</th>
<th>Deviation</th>
<th>Reason for Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PRPD. BY:                      CHKD. BY:                     APPRD. BY:                   Date: 23-07-2020
14 FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

MATERIALS (ESS-III)
We hereby confirm that our offer Ref. No: ......................... dated ................. against FACT Enquiry No. MM/........................................ dated ................. is in full compliance with the technical specifications and other terms and conditions of the enquiry including all attachments thereto, except for the deviations mentioned above.

Place:

Date: Office Seal Signature, Name & Address of the authorized official

Notes:

1. Bidders are advised not to take deviations from the enquiry specifications. FACT reserves the right to reject the offers with deviations without further correspondence.
2. Offers will be evaluated with landed cost to the company including packing and forwarding, freight, taxes & duties and all other extra charges applicable.
3. For deviations in the quoted payment term with regard to the payment term specified in the enquiry, suitable loading with interest at the rate of 15% per annum for early payment shall be done, if the quoted term is acceptable to FACT. Please note that, no advance payment will be given.
4. For deviations in other terms and conditions, if such deviations are acceptable to FACT, the price quoted shall be loaded suitably, if specified in the enquiry, taking into account the deviations taken by the bidder.
SUPPLY OF CURRY POWDERS TO FACT

INFORMATION ABOUT BIDDER (Vendor Data Sheet)

Name of the Bidder:

1. Bidder shall be a Supplier (Whole sale/Retail):

2. Constitution of the Vendor/Firm: Proprietary/Partnership
   (If partnership copy of deed showing validity to be enclosed)
   i. Address of Office with telephone No.:
   ii. Contact Person:
   iii. Telephone No. - Office/factory:
   iv. Telephone No. - Residence:
   v. Whether own Office or rented:
   vi. If rented copy of the agreement showing validity to be enclosed:
   vii. Address of Factory:
   viii. Telephone No. of Factory:

3. Name and Address of your Bankers:

4. Details of previous experience in supplies & Quantity supplied:
   Please furnish details in Page No.3 of this Annexure IX
   i. Name of the clients:
   ii. Purchase Order No. & date:
   iii. Period of Contract:

6. The following documents to be enclosed:
   i. Documents as proof of meeting the PQ criteria:
ii. Photocopy of PAN Card

**DECLARATION**

I / We hereby declare that the particulars furnished above are true to the best of our knowledge and belief. I/We hereby agree that FACT shall have the right to visit my/our Office/factory to verify about the particulars furnished above. I/We also agree to furnish any additional information/documents that may be required by FACT. I/We understand that suppression of any fact/furnishing false information shall render us liable for disqualification.

Name of Authorised signatory:

Signature:

Seal : Date:
## DETAILS OF PREVIOUS EXPERIENCE

### DETAILS OF PREVIOUS EXPERIENCE OF CURRY POWDERS:

<table>
<thead>
<tr>
<th>Period</th>
<th>Sl. No.</th>
<th>Client / Customer</th>
<th>Order No. &amp; Date</th>
<th>Quantity supplied</th>
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</thead>
<tbody>
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<td>SUPPLIES MADE IN THE YEAR</td>
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<tr>
<td>Total Quantity supplied</td>
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</tr>
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</table>

**PRPD. BY:**

**CHKD. BY:**

**APPRD. BY:**

**Date:** 23-07-2020
Name of the Bidder : 
Signature of Authorised Signatory : 
(SEAL)