

CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
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Tender for Supply of NPK 15:15:15 in bulk

Enquiry No. MAT-RM-NPK-VIII-2024 dated 07/12/2024

ENQUIRY NOTICE

1. Background:

The Fertilizers And Chemicals Travancore Limited (FACT) is a Government of India Enterprise, engaged in the production of Nitrogenous and Phosphatic Fertilizers and trading of Fertilizers.

We invite your most competitive offer in Two Parts against open e-tender through e-procurement portal <https://eprocure.gov.in> as per the details given below:

2. In order to meet the requirement of NPK 15:15:15 as detailed above, FACT proposes to place order with suppliers as per the details indicated in this Tender enquiry.

i) **Quantity/ Parcel Size: 15000 MT +/-10%.**

ii) **Shipment schedule/discharge port:**

Discharge Port	Arrival Lay can at Discharge Port	Discharge Rate	Arrival Draft (Maximum)
New Mangalore Port	15.01.2025 to 25.01.2025	8000 MT PWWD SHEXEIU	10.5 Meter

Note: FACT retains the right to accept deviation in parcel size and arrival laycan for the shipment at its sole discretion, in case of offers suiting our requirement are not received.

iii) Offer shall contain the following:

Quantity committed and the delivery date as per the enquiry.

Source of supply with port of loading shall be indicated.

Detailed load port terms and conditions shall be furnished in your bid.

Bids with clauses like "subject to availability", "Price as on date of delivery" etc. are liable to be rejected.

iv) Price: Both CFR New Mangalore Port and FOB load port prices shall be quoted with credit terms if any offered.

Please note that both FOB and CFR rates are to be quoted failing which the offer shall be rejected. FACT shall place the LOI with both FOB and CFR options and reserve the right to accept either the FOB or the CFR option and place the Purchase order accordingly..

v) Franchise: If any, to be indicated.

vi) Specifications: Material supplied should conform to the specifications given in **Annexure-A**.

vii) Terms and conditions: Shall be as per Annexures attached. Please submit bid strictly in accordance with the same. Please note that we will arrange insurance.

3. Rate: Bidder shall quote their rates strictly in the Price Bid Format enclosed as **Annexure J**.

4. Validity of Offer: Offers are to be valid for a period of 10 days from the date of opening of Part A of offers and shall not be withdrawn by the Bidder during its validity period even if negotiations are done or counter offer made by us.
5. Earnest Money Deposit (EMD).

Bidder shall submit USD 1 (One US Dollar) PMT as Earnest Money Deposit (EMD).

The EMD is exempted for:

1. Manufactures / Producers of the product.
2. Traders who supplied fertilizers in bulk on CFR basis to any buyer in India.

Bidder shall submit EMD along with their bid in the form of RTGS/NEFT/TT .FACT's account details given below

The Bank Details are as follows:

STATE BANK OF INDIA
COMMERCIAL BRANCH
VANKARATH TOWERS
PADIVATTOM
COCHIN 682024
CONTACT NOS : BOBEN MATHAI : 8593070731
BRANCH LANDLINE : 0484 - 2340028/29

A/c No : 10590232386
IFSC : SBIN0004062
SWIFT : SBININBB245
TYPE : CC ACCOUNT

Bidders claiming exemption / relaxation of EMD shall provide necessary documentation for same.

If, for any reason whatsoever, any bidder withdraws his tender at any time prior to the expiry of the validity period or after issue of Letter of intent / Purchase order or fails to furnish the prescribed Security Deposit within stipulated period for faithful performance of the contract or fails to execute the order, the amount of EMD shall be forfeited. For the EMD Exempted bidders, the exemption for the next three years shall be withdrawn.

Bids without EMD / proof of exemption of EMD shall be rejected.

6. Eligibility Criteria:

The Eligibility Criteria will be as below:

Should have supplied to any buyer (in India or outside) at least one shipment of 20,000 MT in bulk any fertilizers, on CFR basis during any one of the preceding three years ending as on the date of Part- A bid opening.

The following relevant documents, duly attested by the Bidder's Authorized Signatory, shall be submitted in support of the above:

- a) Proof of supplies on CFR basis i.e. B/L and any other document as applicable.
- b) Traders have to submit Letter(s) issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy of certificate showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory.

Notes: All bidders shall furnish, along with their Part A bid, Questionnaire for Bidders (Annexure- C and Annexure - D), duly filled, attaching all supporting documents as required therein.

7. Evaluation of Offers:

Evaluation will be done on landed cost **with 180 day's credit, at Discharge port** on shipment basis including Insurance charges, applicable port dues, customs duty, etc. based on the CFR price on credit offered from the B/L date. In case a bidder does not quote for 180 day's credit or has offered credit for a period shorter than 180 days, the same will be loaded with interest @7.88% p.a for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price and customs duty will be **SBI Bill Selling rate** on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation.

Bidder shall offer minimum credit period of 30 days, failing which offer shall not be accepted.

Current foreign LC charges are as follows;

Foreign LC charges: 0.01% p.a

Inland LC Charges: 0.16% p.a.

Charges applied for actual number of days per annum basis.

Demurrage rate shall be quoted in BoQ. In case the demurrage is more than USD 12000 per running day pro-rata for part of a day. The loading will be done as below:

USD (Demurrage rate quoted in USD – 12000)/total quantity offered PMT.

Eg. If the demurrage rate quoted is USD 37000 per running day pro-rata for part of a day and quantity offered is 25000 +/- 10%. Then $(37000 - 12000)/25000 = \text{USD } 1 \text{ PMT}$ shall be loaded for evaluation

8. Payment: Payment shall be as per the clause 4 of Annexure –E, Terms and Conditions of Purchase.

9. All terms and conditions shall be as detailed in the various Annexures attached along with this enquiry.

10. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders (Annexure-B).

Due date / time for submission of bids: 16/12/2024 - 1400 hrs IST.

Due date/ time for opening of Bids: 16/12/2024 - 1430 hrs IST.

Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, lay time, payment terms and shipment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.

11. Special Note;

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure I of Order No. 7/10/2021-PPD (1) dated 23.02.2023 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.

II. "Bidder" (including the term "tenderer", "consultant" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that

is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity or f. A natural person who is a citizen of such a country; or g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of its Legal or Commercial relationship with the producer of the goods, be deemed to be an agent for the purpose of this order. However, a bidder who only procures raw material, components etc. from an entity from the country which shares a land border with India and then manufactures or converts them in to other goods will not be treated as an agent.

VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Certificate to be submitted by tenderers:

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached".

2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.

Please submit your bid complete in all respects, within the stipulated time.

Thanking you,
Deputy General Manager (Materials) - RM
For FACT Ltd, Cochin.

- Encl: 1. Annexure A - Specifications of NPK 15:15:15
2. Annexure B - Instructions to Bidders
3. Annexure C - Questionnaire for Bidders
4. Annexure D - Details of previous supplies
5. Annexure E - Terms and Conditions for Purchase
6. Annexure F - Shipping terms for FOB Contract
7. Annexure G - Shipping Terms for CFR contract
8. Annexure H - Compliance Statement
9. Annexure I - Un priced copy of Price Bid Format
10. Annexure J - Price Bid Format
11. Annexure K - List of Banks
12. Annexure L - Proforma of Bank Guarantee in lieu of Security Deposit.
13. Annexure M - Integrity Pact.
14. Annexure N - Draft Purchase Order.
15. Annexure O - LC Proforma/ Draft LC