

DOCUMENT 1

FELCRA NIAGA SDN BHD

TFN 08/2018

## TENDER NOTICE

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

1. Type Of Works : Tenderers are invited from established, experienced and reputable suppliers who are fully involved in the manufacture and / or distribution of fertilizers for the supply and delivery of various types of fertilizers to **FELCRA Niaga Sdn Bhd Warehouse**.
2. Cost Of Tender Document : **RM 530.00 / Set** (Including GST 6%)  
Cash or Bank Draft made payable to FELCRA Niaga Sdn Bhd
3. Closing Date Of Tender : **02 May 2018**  
(14 Days Including Sundays and Public Holidays)  
Time : **12.00 Noon** (Malaysian Time)
4. Tender Deposit : A Tender Deposit is Required and Payable in the Form Of Bank Draft The Amount Of **RM 5,000.00** FELCRA Niaga Sdn Bhd
5. Security Guarantee : 2.5% Of Contract Value
6. Interested suppliers are required to register their companies with the Ministry Of Finance (Contract & Supplies Division) under head and sub-head 070101 – (Baja Dan Nutrien) / head and sub-head 120101 – (Baja Pertanian) before they can participate in this tender. (If any)
7. All correspondence and requirement related to this tender must be addressed to :  
  
**FELCRA NIAGA SDN BHD  
NO. 10 JALAN USAHAWAN 5  
KAWASAN PERUSAHAAN SETAPAK  
OFF JALAN GENTING KLANG  
53200 SETAPAK, KUALA LUMPUR**
8. FELCRA Niaga Sdn Bhd does not bind itself to accept the lowest or any tender, nor will it be responsible for any costs incurred by the tenderers in preparing their bids.
9. Good and Services Tax Act 2014 (Act 762) has been in force since 1 April 2015. To ensure the smooth implementation of the Goods and Services Tax (GST) the accompanying quotation interested supplier must declare the GST registration status of the company. Interested suppliers must submit a copy of the GST registration with the Royal Malaysia Customs Department (RMC), for FELCRA Niaga Sdn Bhd reference. If supplier not GST registered, the suppliers are not eligible to claim the GST with FELCRA Niaga Sdn Bhd. Determination of the acquisition is without GST charge.

## INSTRUCTIONS AND NOTES ON TENDER

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

1. Tenderers are advised to read carefully and understand the Tender Documents as a whole and to strictly comply with all the requirements indicated therein. Failure to do so shall render the tender null and void.
2. Tenderers are strictly required to complete the following documents :-  
Type Of Documents
  - a) Offer Form
    - Bill Of Quantity
    - Specification Of Fertilizer
3.
  - i) Tender Documents in connection therewith as stated above, must be delivered to the stipulated place at or before the time stipulated in the Tender Notice.
  - ii) In the case of a tender not being delivered by hand, the tenderer must arrange for the tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.
  - iii) **Any tender received after the stipulated time from whatever cause arising, will not be considered.**
4. FELCRA Niaga Sdn Bhd's estimated fertilizer requirement according to types of fertilizers and tonnage by state is mentioned in the Tender Documents.
5. The tender shall remain valid for a period of 90 days (including Sundays and Public Holidays) commencing the day after the closing date of the tender and shall remain binding upon the Tenderer and may be accepted by FELCRA Niaga Sdn Bhd before the expiration of the period i.e. **31 July 2018**
6. Tenderers will not be reimbursed for any expenses incurred in the preparation and submission of this Offer.
7. Tenderers will have to submit their copy of Registration Certificate from Ministry Of Finance with the tender documents. Otherwise their tender bids will not be entertained.
8. If any Tenderer is in doubt as to the true meaning of any part of the Tender Documents, the tenderer should before submitting his tender, notify FELCRA Niaga Sdn Bhd in writing and request for clarification not later than seven (7) days from the date of advertisement of this tender. Such clarification shall be valid only by means of a formal Addendum issued by FELCRA Niaga Sdn Bhd and receipt of the Addendum must be acknowledged on the Form issued with the Addendum for the purpose of reckoning. Copies of the Contract Agreement, Specifications, Sampling Method, Location Of Warehouse may be seen at the place specified in the Tender Document during office hours on any working day until the final date for the submission of tenders.

DOCUMENT 2

FELCRA NIAGA SDN BHD

TFN 08/2018

## INSTRUCTIONS AND NOTES ON TENDER

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

9. Tenderers are not permitted to make any cancellation or changes to their entries in the various forms (Form Document) which have to be submitted to FELCRA Niaga Sdn Bhd
10. Before submitting the Tender Forms to FELCRA Niaga Sdn Bhd, Tenderers are advised to check that they have filled the Form of Tender, Details Specification and Fertilizer Sample (Accompanied by 2 sets of sample they are offering). Tender Forms of each offer must be sealed in the envelope of the corresponding Tender Number **TFN 08/2018** pre-typed on the front of the envelope provided
11. Duly completed Tender Forms are to be submitted in the envelope provided under seal to reach :

**FELCRA Niaga Sdn Bhd  
No. 10, Jalan Usahawan 5  
Kawasan Perusahaan Setapak  
Off Jalan Genting Klang  
53200 Setapak, Kuala Lumpur**

**Not later than 12.00 noon on 02 May 2018  
Tender Box 'A'**

12. ALL Entries must be Type-Written. Hand Written Entries will be **REJECTED**

## CONDITIONS OF CONTRACT

***MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR*****1. ACCEPTANCE OF TENDER**

- (i) FELCRA Niaga Sdn Bhd will give a written notice to successful supplier after the Offer has been accepted
- (ii) The tender shall not be regarded as accepted until a written confirmation is received from the tenderer confirming that the offer is accepted
- (iii) The successful tenderer will be required to sign a Letter of Acceptance of Offer which will form part of the Contract Agreement.
- (iv) When a tender is accepted, a contract is regarded as having been made between FELCRA Niaga Sdn Bhd and the Supplier in accordance with the terms and conditions of contract (including additional condition, if any)

**2. STAMP DUTY**

- (i) Stamp duty costs or other costs associated with it are borne by the supplier
- (ii) Suppliers are responsible for paying any required revenue stamps applied from FELCRA Niaga Sdn Bhd or counter payments to be made by deduction Tender Deposit, Security Deposit / Performance, Payment or other charge

**3. SECURITY DEPOSIT**

- (i) The supplier shall be required as a condition precedent to the signing of the Contract Agreement and before any payment is effected for the afore-mentioned Contract Agreement, to deposit with FELCRA Niaga Sdn Bhd and amount equivalent to 2.5% of the Total Contract Price either in the form of Bank Draft to be valid for the duration of the Contract. FELCRA Niaga Sdn Bhd may utilize and make payments as deductions from the said Security Deposit to offset any default committed by the supplier in accordance with the terms of this Contract.
- (ii) The Security Deposit for the faithful performance of the contract must be given to FELCRA Niaga Sdn Bhd after fourteen (14) days upon receiving notice to do so, failing which deductions will be made from the money (payments of bill) due to the Suppliers under this contract.

**4. CONTRACT**

- (i) The successful supplier shall be required to enter into a contract agreement with FELCRA Niaga Sdn Bhd within the stipulated time.
- (ii) Successful supplier will be notified of the types of fertilizer, tonnage and price per ton awarded by Letter of Acceptance and Purchase Orders.
- (iii) Purchase Orders issued to supplier shall not be returned to FELCRA Niaga Sdn Bhd If the successful supplier refuse to accept purchase orders or refuse to deliver fertilizers after the purchase orders have been accepted, actions which are deemed fit will be taken against the supplier in the following manner :

## CONDITIONS OF CONTRACT

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

- a) The Tender Deposit and Security Deposit will be Forfeited
- b) The supplier will be suspended or deregistered and will not be allowed to participate in future tender exercise for a period which will be determined by FELCRA Niaga Sdn Bhd
- (iv) Fertilizers delivered to the estates shall not be adulterated. If they are found to be adulterated, action as prescribed under 4 (iii) will be taken.
- (v) The Tender Notice, Instructions and Notes On Tender, Conditions of Contract, Technical Specification and Form of Tender (Specification Of Fertilizers and Bill Of Quantity) shall be read and construed as forming part of the Contract Document.
- (vi) Unless and until the formal Contract Agreement is prepared and executed, the Tender Documents together with FELCRA Niaga Sdn Bhd written acceptance thereof shall constitute a binding Contract between the Supplier and FELCRA Niaga Sdn Bhd

**5. DELIVERY ORDER**

- (i) Shipment of fertilizer to Warehouse FELCRA Berhad shall use Supplier Delivery Note and supplier are required to obtain a confirmation of receipt.

**6. INVOICING**

An invoicing from the suppliers must accompany **Supplier Delivery Note** that have been verified and accepted by the FELCRA Niaga Sdn Bhd Warehouse with a copy of the **Purchase Order** as a reference

**7. PAYMENT**

- (i) Payment will be made within **sixty (60) days from the date of receipt the invoice.**
- (ii) All invoices issued by the supplier must correspond with the actual delivery as per the supplier's delivery orders. This is to facilitate payment. any deviation from this method of invoicing may cause delay in payment
- (iii) any sum of money recoverable from or payable by the Supplier may be deducted from the money due to the supplier under this contract or any other contract with FELCRA Niaga Sdn Bhd

## TECHNICAL SPECIFICATIONS

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

**1. FERTILIZER SPECIFICATIONS AND SAMPLE**

- 1.1 All fertilizers delivered to FELCRA Berhad Warehouse must be of the standards / specifications approved by FELCRA Berhad.
- 1.2 The standards applied with regards to both compound, and mixture fertilizers, all raw materials used for mixing and all straight fertilizers will be in accordance with Standard Industrial Research Institute of Malaysia (**SIRIM**) Specifications or other international equivalent. Rock Phosphate used in mixture and compounds must contain a minimum of 30% P2O5 and is citric acid soluble. SIRIM Fertilizer specification for mixture is **SIRIM Standards MS 644:1995** or Compound Ordinary Grade is **SIRIM MS 49:1994**
- 1.3 Formulation of parts of stock materials for the mixture and compounds offered should be given. Amount and type of fillers used should be indicated.
- 1.4 Fertilizers when taken from unopened packages shall be uniformly mixed, free-flowing and free from lumps and extraneous materials.
- 1.5 The Authority will reject fertilizers that are wet or caked Suppliers should ensure that fertilizers are properly packed in polythene or poly woven inner-lined or bags with inner liner firmly sealed.
- 1.6 The maximum moisture content percentage by mass for fertilizer mixture containing superphosphate or triple superphosphate is three (3) and for compounds is two (2) for samples taken from an unopened bag ex-scheme store.
- 1.7 Particle size of the individual ingredients used shall conform to the SIRIM specifications or its international equivalent of its respective straight fertilizers. A penalty of **RM 100.00** per metric ton equivalent will be imposed if particle size is not up to specification.
- 1.8 Random samples shall be drawn in accordance with sampling procedure of SIRIM Standards MS 417 Part 1: Method of Sampling and Sample Preparation (First Revision) from each cognomen of Goods supplied by suppliers and such samples shall be sent for analysis of its nutrient content level. FELCRA Berhad deems that such random sampling is sufficient for purpose of analysis. If the supplier disputes the results of the analysis or if in the opinion of the Authority any goods supplied are not in accordance with the specifications, then further samples of such goods may be submitted for expert examination or test by SIRIM and the Supplier. All costs in connection there with shall be borne by the supplier unless such examination shows that the goods are in accordance with the specifications.
- 1.9 Methods of Fertilizer analysis shall be in accordance with SIRIM Standards MS 417 (*First Revision*) Part I & Part II and/or SIRIM Standards for their respective Individual nutrients and their respective methods of determination. For straight fertilizers the permissible limit of variation for the actual individual nutrient content,

particle size of the materials and their respective maximum moisture contents as per the table below :-

Fertilizers	Nutrient	Min Content	Max Moisture Content	Free Acidity	Particle Size (mm)
Urea (Granular / Prilled)	N	45.0%	1.0%	1.0%	0.7– 1.0
Ammonium Sulphate	N	20.5%	0.025%	1.0%	1.0– 4.0
G. Rock Phosphate	P <sub>2</sub> O <sub>5</sub>	30.0%	1.0%	-	0.2 – 0.6
Muriate Of Potash	K <sub>2</sub> O	60.0%	0.7%	-	0.5 – 2.0
Kieserite (Mine)	MgO	25.0%	2.0%	-	0.5 – 1.6
Borax Pentahydrate	B <sub>2</sub> O <sub>3</sub>	46.0%	1.0%	-	-
Ammonium Chloride	N	25.0%	-	-	-
Filler			1.5%	-	0.2 – 1.5

- 1.10 For fertilizer mixture the percent composition of nutrient ingredients in the mixture shall be declared and when tested shall confirm to SIRIM Standards MS 644:1995 and not differ from the nominal or declared contents by the following amounts :

Maximum Permissible Tolerances For Lower Limit (Note1)

No.	Content	Maximum Permissible Tolerance from Declared Content
1.	(a) Total Nitrogen (N)	12% of quoted value
	(b) i. Total Phosphorus (as P <sub>2</sub> O <sub>5</sub> )	12% of quoted value
	ii. Water Soluble Phosphorus (as P <sub>2</sub> O <sub>5</sub> )	12% of quoted value
	iii. *Citric acid Soluble Phosphorus (as P <sub>2</sub> O <sub>5</sub> )	12% of quoted value
	(c) Total Potassium (as K <sub>2</sub> O)	12% of quoted value
	(d) Total Magnesium (as MgO)	12% of quoted value
2.	Total content as sum of straight	5% of quoted value

Note 1 : Subject to the condition that the limit allowed shall not be less than 0.5 percentage unit.

\* This is applicable to phosphorus derived from source Rock Phosphate

- 1.11 For compound fertilizers of ordinary grade, it shall conform to SIRIM Standards MS 49:1994. The fertilizer grade of the materials shall be declared by the manufacturer or vendor. The permissible limit of variation shall not be less than minus eight (-8) per cent of the declared content of the individual nutrient. The variation of individual nutrient shall however fall within minus 0.5 percentage unit and minus

1.75 percentage unit. The permissible limit of variation for the sum of declared formulation shall not be less than 5 percent of the sum of all the stated amounts in the fertilizer grade of the material.

- 1.12 A penalty will be imposed if the result of the above analysis shows a negative variation exceeds the permissible tolerances for fertilizer mixtures and ordinary compounds. FELCRA Berhad deems that the result of the analysis of the random sample taken to be representative of the whole consignment. The penalty to be imposed shall be calculated from the formula below :

$$P = \frac{Q[(A1-A2)+(B1-B2)+(C1-C2).....]}{(A1+B1+C1+.....)} \quad R \times 2$$

where P = Penalty to be imposed in Ringgit Malaysia  
 Q = Quantity of consignment where samples are taken for analysis  
 R = Price of fertilizer quoted

A,B,C..... = Individual active ingredients (Nutrients)  
 A1,B1,C1..... = Specified proportion of active ingredients (Nutrients)  
 A2,B2,C2..... = Actual proportion of active ingredients (Nutrients) determined in analysis.

(A1-A2),  
 (B1-B2)  
 (C1-C2)..... = Negative variations of active ingredients involved

- 1.13 Tenderers are required to submit samples together with the tender. Each Tenderer shall only be required to give two set of samples for each type of fertilizer he has quoted for, irrespective of the number of tenders he has bid. Two (2) samples of 250gram / each should be packed in 2.150gm bags and marked with the name of Supplier, name of fertilizer and the nitrogen source (e.g. Urea, Ammonium Nitrate, Ammonium Chloride and Ammonium Sulphate etc). The Authority shall use the sample (s) submitted as the representative sample to evaluate and compare fertilizers delivered eventually.

- (a) Tenderer is required to submit Technical Data or Specifications for each type of Nutrient Content of manure (if available) when submitting the offer.
- (b) The selection of tenderer is also subject to Fertilizers Sample Analysis Results that full fill the requirements specification of FELCRA Berhad.

## 2. EVALUATION OF TENDER

- (i) To provide a convenient method of evaluating tenders, Tenderers are requested fill the details and prices offered clearly.
- (ii) FELCRA Niaga Sdn Bhd does not bind itself to accept the lowest tender or any tender, for one or more type of fertilizers nor shall FELCRA Niaga Sdn Bhd assign any reason for rejecting any tender either wholly nor partly. The decision on tender is final, any correspondence regarding tender decision will not be entertained.



- (iii) In the evaluation of bids for granular, compound or mixture fertilizers, the losses of nitrogen (volatilization) from the urea-based components will be taken into account in determining the lowest evaluated tender. The evaluation of volatilization will be determined by FELCRA Berhad. The volatilization rates used is 15%. Therefore all compound fertilizers or mixture fertilizers must first be upgraded by 15% and the formulation enriched to minimize the use of filler materials. An example is given below :-

Fertilizer required by FELCRA Niaga Sdn Bhd is Mixture 9.5:11.9:13.2 = 100 mt  
fertilizer offered by tenderer is urea-based, @ RM 300.00 per mt.

Step 1 To upgrade N content by  $9.5 \times \frac{100}{85} = 11.18 = 11.20$   
:  
New formulation = 11.2 : 11.9 : 13.2

### 3. QUANTITIES

FELCRA Niaga Sdn Bhd's estimated total requirement of Goods are shown in document. Quantities indicated there in are purely estimated and they serve as guide to Tenderers and in no way shall bind FELCRA Niaga Sdn Bhd in any manner whatsoever. These estimated quantities are subject to variations as may be determined by FELCRA Niaga Sdn Bhd in its absolute discretion. FELCRA Niaga Sdn. Bhd. reserves the right to modify these estimated quantities as and when necessary in line with the FELCRA Berhad manuring policy, even after the awarding of the tender. FELCRA Niaga Sdn. Bhd.'s final requirement will be as indicated in the purchase order issued.

### 4. PRICES

- (i) All prices for each type of fertilizer must be quoted Ex-Buyer Warehouse, not CIF, Prices exclude GST
- (ii) The terms 'Contract Price' means the Basic Price of the Goods plus transport and handling charges as stated in Bill Of Quantity Form an applicable to each scheme in the various states.
- (iii) Prices quoted must be in Malaysia Currency and shall remain firm throughout the contract period or to the last day of the delivery of the goods whichever is later.
- (iv) No claims shall be entertained and no allowance shall be made in addition to the quoted price (Ex-Buyer Warehouse) for any want of knowledge of the nature of difficulties for supply and delivery of fertilizers required to be carried out under the terms of the contract.

### 5. PURCHASE ORDERS

- (i) Successful tenderers will be issued with the Letter of Acceptance of Tender. Any additions or reduction in the quantity of tonnage ordered will be made by means of Variation Orders.
- (ii) Delivery of Goods to the estate is to commence should not be later than fourteen days after the issue of the Letter of Acceptance of Tender or Purchase Order.

## 6. TRANSPORT AND DELIVERY

- (i) The successful tenderer shall provide at his own risk the cost of all equipment, labor transport and everything else necessary for the goods to be delivered to and stored at the various scheme store. **Tenderers are advised to be familiar with the location of the FELCRA Berhad Warehouse so as to be aware of the nature of difficulties for the supply of fertilizers.** Appeal for increase in price of fertilizers due to high cost of transport and handling charges will not be entertained. Tenderers are therefore advised to visit the estates to study the access route and tonnage limit of roads leading to the Warehouse.
- (ii) TIME AND PUNCTUAL DELIVERY are the essence of this tender, to ensure that FELCRA Berhad Warehouse manuring programme is not unduly upset by late delivery of fertilizers.
- (iii) Suppliers advisable to give not less than 30% of the quantity awarded to Bumiputera Transport Companies to undertake handling and transportation of fertilizers to various FELCRA Berhad Warehouse.
- (iv) In the event that the suppliers have sent fertilizers in excess of the quantity as stated in the Purchase Orders, then the supplier will be required to remove the excess fertilizers within (Seven) 7 days after receiving notice to do so, failing which the safety and security of the above said fertilizer shall be the supplier's responsibility.
- (v) In the event of any quantity of fertilizers delivered to the wrong destination the suppliers will bear the additional cost of handling and transportation.
- (vi) In the event the delivery of goods is delayed a penalty of RM 25.00 per metric ton per day is imposed for each day the replacement and / or delivery of the goods is delayed. FELCRA Niaga Sdn Bhd shall have the right to either :-
  - (a) Cancel the particular Purchase Order for the said Goods with regard to such delay and be at liberty to obtain such goods from some other supplier as FELCRA Niaga Sdn Bhd may deem necessary and the additional cost of securing such goods from such other Supplier shall be charged to the Account of the Supplier.
  - (b) Alternatively, to terminate this contract and to claim against the Supplier.

FELCRA Niaga Sdn Bhd shall be at liberty to recover such additional costs or damages from the Supplier's money in accordance with Clause 9 (iii) hereof.

## 7. ACCEPTANCE OF ITEMS

Acceptance of goods will be made after FELCRA Berhad is satisfied with the type, size quality and quantity of goods delivered. FELCRA Berhad reserves the right to reject any goods that is damaged whether in transit or otherwise or that does not meet the requirements of the specification. The supplier shall replace at his own expense all damaged goods that are found defectives or does not meet the specifications after delivery.

**8. INFORMATION**

- (i) Suppliers shall allow FELCRA Niaga Sdn Bhd or FELCRA Berhad Officers to visit and take random sample for analysis from factory / godown periodically anytime convenient.
- (ii) Suppliers are required to indicate the location of manufacturing plants. The capacities of plants must be made known.
- (iii) Suppliers are obliged to furnish information of current / forward stock available whenever requested.
- (iv) Documents pertaining to Certificate of Origin, Declaration of Imports of stock materials used in FELCRA Niaga Sdn Bhd fertilizers will have to be submitted by successful tenderer whenever requested.
- (v) Suppliers that are obtaining their supply of fertilizers from a several agent(s) should state in Appendix who this / these local agent(s) is / are.

**9. PACKING**

- (i) Suppliers are required to send fertilizers in bags of not more than fifty (50) kilograms. The bags must be moisture proofed, strong and quality durable to withstand all handling laminated polypropylene tube bags with liner firmly sealed. The material for all the bags used shall be of heavy duty polyethylene, melt index 0.2 and 1000 gauge or polywoven inner-lined or an additional internal polyethylene lining of at least 600 gauge.
- (ii) For packing of 50 kilograms the net content shall not be less than 50 kilograms. For packing of 40 kilograms the net content shall not be less than 40 kilograms and so on.
- (iii) Stitching / Threading of bags must be strong and firmly tied so that bags do not easily burst. Burst / broken / damaged / dirty bags will have to be replaced by Suppliers at no cost to the FELCRA
- (iv) The sizes of the bags are as follows :-
  - (a) 50 kilo/bag – not less than 55.9 cm x 86.4 cm x 0.2 mm – for compound (ordinary grade) and straight fertilizers.

**10. MARKING**

- (i) The printing of the bags (on one side or both) shall be shall be containing the following basic information as specified. The printed surface is to be pretreated with Corona discharge and ink adhesion should stand to scotch tape No. 660 test with not more than 1% ink release.
  - (a) Name Of Goods - The type of fertilizers contained shall be printed according to supplier's nomenclature
  - (b) Nutrient Content and Carriers - The percentage by mass of each of the plant nutrient elements (or their oxides) in the fertilizer formulation shall be printed

- (c) Net Weight - The net weight in kilograms (kg) of the fertilizer contained in the bag shall be printed
  - (d) Name and Address of the Supplier
  - (e) FELCRA BERHAD PROPERTY – NOT FOR RESALE
- (ii) A penalty for non-marking will be charged to the supplier at RM 5.00 per bag

**11. WARRANTY**

- (i) The supplier warrants that the goods supplied under the Contract shall fully comply with the specifications laid down in the Contract.
- (ii) The warranty shall remain valid for ninety (90) days after the goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract.
- (iii) FELCRA Niaga Sdn Bhd shall promptly notify the Supplier in writing of any claims arising under this warranty
- (iv) Upon receipt of such notice, the Supplier shall with all reasonable speed, replace the defective goods without costs to FELCRA Niaga Sdn Bhd. The Supplier will be entitled to remove at his own risk and cost, the defective goods.
- (v) If the Supplier having been notified, fails to take remedial action within 14 days from date of receipt of notice, FELCRA Niaga Sdn Bhd may proceed to take such action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which FELCRA Niaga Sdn Bhd may have against the Supplier under the Contract or quality of the goods so delivered non-shall it relieve the Supplier from his liability to amend, replace and make good all defects, shortages, faults or damages as provided for by this Contract.

## NOTES ON CONDITION OF FERTILIZERS

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

1. The type of fertilizers and quantities in metric ton is given in Table Bill Of Quantity
2. The fertilizers required are grouped into 4 categories :
  - (i) Mixtures
  - (ii) Granular Compound (Physically compounded by granulating each basic chemical) or Compound Ordinary Grade
  - (iii) True Compound (With water soluble phosphate chemically compounded of each basic chemical) or Compound Premium Grade
  - (iv) Straights

Tenderers must present their bids in Specification Of Fertilizers according to these categories of fertilizers.
3. Mixtures And Compounds
  - (i) For fertilizer mixtures used in oil palm or rubber areas, all basic chemical as sources of Nitrogen can be used. However for fertilizer compounds to be used in immature oil palm and rubber, ammoniacal nitrogen will be preferred.
  - (ii) Tenderers are advised to offer the formula required by FELCRA Niaga Sdn Bhd or offer formula as close as possible to FELCRA Niaga Sdn Bhd formula. Only one alternative is allowed for each formula using any source of Nitrogen except for urea where compensation for volatilization loss must be incorporated into the formula.
  - (iii) For fertilizers mixtures using urea as a source of Nitrogen an assumption of 15% loss in Nitrogen due to volatilization is imposed for different types and stages of crop.
  - (iv) Basic chemical Ground Magnesium Limestone (GML) is not to be used in Mixtures or Compound Fertilizers offered to FELCRA Niaga Sdn Bhd GML required by FELCRA Niaga Sdn Bhd is to be offered only as "Straight" fertilizers.
  - (v) Rock Phosphate used in Mixtures, Compounds and as Straight Fertilizers must contain a minimum of 30% citric acid-soluble, P<sub>2</sub>O<sub>5</sub> (CASP). The P<sub>2</sub>O<sub>5</sub> component in all compounds additionally, shall have at least one-third water-soluble P<sub>2</sub>O<sub>5</sub>.
  - (vi) Particle sizes and other specifications must conform to SIRIM Standard or its international equivalent.

## NOTES ON CONDITION OF FERTILIZERS

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

- (vii) Tenderers are not allowed to change basic chemicals offered in the tender when delivering fertilizer to FELCRA Berhad. Any change of basic chemical from the one offered in the tender must be with the prior approval from FELCRA Niaga Sdn Bhd
- (viii) For compound (premium grade) fertilizers tenderers must comply with such requirements as relating to nitrogenous source, percentage water soluble phosphate, etc. as specified by FELCRA Niaga Sdn Bhd
- (ix) For Straight, only natural Kieserite will be accepted. Synthetic Magnesium Sulphate will not be accepted
- (x) For Mixture and Compounds, the magnesium source can be either kieserite or other magnesium sulphate complying to SIRIM's specification on magnesium sulphate (fertilizer grade).

**Under and Subject to The Instructions and Notes Offer, Conditions of Contract, Technical Specification and Form of Offer (Specification Of Fertilizers and Bill Of Quantity). I, the undersigned hereby offer to execute and complete the works.**

For and on behalf of Supplier

For and on behalf of FNSB

.....  
Full Name :

ID No :

Designation :

Witness

.....  
Full Name :

ID No :

Designation :

Witness

.....  
Full Name :

ID No :

Designation :

Company Chop :

.....  
Full Name :

ID No :

Designation :

Date :

DOCUMENT 6

FELCRA NIAGA SDN BHD

TFN 08/2018

## PARTICULARS OF TENDER DEPOSIT

***MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR***

- a) Name Of Tenderer : \_\_\_\_\_
- b) Address : \_\_\_\_\_  
\_\_\_\_\_
- c) Bank Draft : \_\_\_\_\_
- d) Amount : \_\_\_\_\_
- e) Name Of Bank : \_\_\_\_\_
- f) Company's Chop :

**\* Please enclose a cheque here**

DOCUMENT 7

FELCRA NIAGA SDN BHD

TFN 08/2018

## BILL OF QUANTITY

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR**

Bil	Type Of Fertilizer / Warehouse	Quantity (MT)	Price (RM/MT)	Total (RM)
1.	<b><u>MURIATE OF POTASH</u></b> Klang, Selangor	2,200.00		
	<b>TOTAL</b>	<b>2,200.00</b>		

(Ringgit Malaysia : )

Terms Of Delivery : Ex-Buyer Warehouse (Delivered)

Time Of Delivery : May – June 2018

Terms Of Payment : Sixty (60) Days from the date of receipt the invoice.

I agree to complete this work within the time prescribed by the FELCRA Niaga Sdn Bhd

<p align="center">..... Signature Of Supplier</p> <p>Full Name :</p> <p>ID No :</p> <p>Designation :</p> <p>Company Chop :</p>	<p align="center">..... Signature Of Witness</p> <p>Full Name :</p> <p>ID No :</p> <p>Address :</p>
--	---

Date :



DOCUMENT 7

FELCRA NIAGA SDN BHD

TFN 08/2018

## BILL OF QUANTITY

***MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR*****NOTE :**

- i. Is hereby reminded the rate is excluding 6% GST applied. GST calculations will be made after acceptance of the offer
- ii. Any supplier intending to participate in this offer must comply with the term of trade as stipulated above or the application will not be considered as eligible applicants.
- iii. Any changes in the Offer Form is strictly prohibited and will be disqualified automatically without any prejudice.
- iv. Partial delivery / quantity is not allowed in this tender term.
- v. Supplier are advised to strictly abide in accordance with FELCRA Niaga Sdn Bhd procurement procedure and not to any other Terms of Reference / Trade.

DOCUMENT 7

FELCRA NIAGA SDN BHD

TFN 08/2018

## SPECIFICATION OF FERTILIZER

**MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG  
KE GUDANG KLANG, SELANGOR***Instruction : Please complete, delete or circle as applicable*1. Type Of Fert. : **MURIATE OF POTASH (60%K<sub>2</sub>O)**

2. Nutrient Content :	<b>N</b>	<b>P<sub>2</sub>O<sub>5</sub></b>	<b>K<sub>2</sub>O</b>	<b>MgO</b>	<b>B<sub>2</sub>O<sub>3</sub></b>

3. Basic Chemical Used :	<b>N</b>	<b>P<sub>2</sub>O<sub>5</sub></b>	<b>K<sub>2</sub>O</b>	<b>MgO</b>	<b>B<sub>2</sub>O<sub>3</sub></b>

4. Origin :

5. SIRIM Approval :

6. Grade :	<b>Granular</b>	<b>Premium</b>	<b>Standard</b>	<b>Compound</b>	<b>Mixture</b>
			<b>X</b>		

7. Content Percent By Weight :	<b>Max Moisture</b>	<b>Free Acidity</b>	<b>Water In/Solubles</b>	<b>Size (mm)</b>	<b>Free Flowing</b>

8. Bulk Density :

9. Color :

10. Packing : **IN BULK**

11. Delivery

Terms Of Delivery : **Ex-Buyer Warehouse (Delivered)**Time Of Delivery : **May 2018**\* Remarks : **Priority to Ready Stock & Partial Delivery (as will be schedule)**

DOCUMENT 8

FELCRA NIAGA SDN BHD

TFN 08/2018

**1. PARTICULARS OF TENDERER**

Name Of Tenderer : \_\_\_\_\_  
\_\_\_\_\_  
Status : **Bumiputera / Bukan Bumiputera**  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
E-mail : \_\_\_\_\_  
SSM Registration No. : \_\_\_\_\_  
Validity : \_\_\_\_\_  
MOF Registration No. : \_\_\_\_\_  
Validity : \_\_\_\_\_  
STB No. : \_\_\_\_\_  
GST Registration No. : \_\_\_\_\_  
Signature Of Tenderer : \_\_\_\_\_  
Name Of Signatory : \_\_\_\_\_  
Identity Card No : \_\_\_\_\_  
Designation : \_\_\_\_\_

**2. PARTICULARS OF FINANCIAL PERFORMANCE**

a) Authorized Capital : \_\_\_\_\_  
b) Paid-Up Capital : \_\_\_\_\_  
c) Working Capital : \_\_\_\_\_

Note : Please attach a copy of the Financial Statements (3) Last Month

DOCUMENT 8

FELCRA NIAGA SDN BHD

TRT 08/2018

**3. CREDIT FINANCIAL RESOURCES**

- a) Loan & Credit Points : \_\_\_\_\_
- b) Overdraft & Credit Points : \_\_\_\_\_
- c) Credit Of Supply : **Sixty (60) days from the date of receipt the invoice**

**4. OWNERSHIP OF MACHINERY AND EQUIPMENT**

- a) List Of Machinery : \_\_\_\_\_
- b) Status Ownership : \_\_\_\_\_
- c) Quantity : \_\_\_\_\_
- 
- a) List Of Equipment : \_\_\_\_\_
- b) Status Ownership : \_\_\_\_\_
- c) Quantity : \_\_\_\_\_

**5. WORK EXPERIENCE AND ACHIEVEMENTS**

- a) List Of Work In Progress : \_\_\_\_\_
- b) Work Offers From : \_\_\_\_\_
- c) Start and Completion : \_\_\_\_\_
- d) Contract Value : \_\_\_\_\_
- 
- a) List Of Work In Progress : \_\_\_\_\_
- b) Work Offers From : \_\_\_\_\_
- c) Start and Completion : \_\_\_\_\_
- d) Contract Value : \_\_\_\_\_
- 
- e) Manpower / Personnel : \_\_\_\_\_

# FELCRA NIAGA SDN BHD

SENARAI SEMAK

NO. TAWARAN : TFN 08/2018

## MEMBEKAL DAN MENGHANTAR BAJA TUNGGAL SECARA EX-GUDANG KE GUDANG KLANG, SELANGOR

BIL	PERKARA / DOKUMEN	Rujukan	Semakan Petender	Semakan FNSB
1	<i>Particulars Of Tender Deposit</i>	<i>Document 6</i>	<input type="checkbox"/>	<input type="checkbox"/>
2	<i>Offer Form</i> - Bill Of Quantity - Form Of Specification	Document 7	<input type="checkbox"/>	<input type="checkbox"/>
3	<i>Particulars Of Tenderer</i>	<i>Document 8</i>	<input type="checkbox"/>	<input type="checkbox"/>
4	Salinan Sijil Akuan Pendaftaran Kontraktor FELCRA Berhad (Vendor)		<input type="checkbox"/>	<input type="checkbox"/>
5	Salinan Sijil Akuan Pendaftaran Syarikat (SSM)		<input type="checkbox"/>	<input type="checkbox"/>
6	Salinan Sijil Kementerian Kewangan Malaysia (MOF) - Jika Ada - 070101 (Baja dan Nutrient) - 070102 (Racun Pertanian) - 120101 (Baja Pertanian)		<input type="checkbox"/>	<input type="checkbox"/>
7	Salinan Sijil Pendaftaran Kontraktor Bumiputera (STB) - Sekiranya Ada		<input type="checkbox"/>	<input type="checkbox"/>
8	Salinan Pendaftaran GST		<input type="checkbox"/>	<input type="checkbox"/>
9	Salinan Penyata Bank (3) Bulan Terakhir		<input type="checkbox"/>	<input type="checkbox"/>

PENGESEHAN PENAWAR	UNTUK KEGUNAAN PEJABAT
<p>Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat dan terma yang dinyatakan di dalam dokumen tawaran semua maklumat yang dikemukakan adalah benar.</p> <p>Tandatangan :</p> <p>Nama : _____</p> <p>Jawatan : _____</p> <p>Tarikh : _____</p> <p>Cop Syarikat : _____</p>	<p>Urusetia Jawatankuasa Pembukaan Tawaran mengesahkan penerimaan dokumen bertanda kecuali bagi perkara bil ..... (jika ada)</p> <p>1. Tandatangan :</p> <p>Nama : _____</p> <p>Jawatan : _____</p> <p>Tarikh : _____</p> <p>2. Tandatangan :</p> <p>Nama : _____</p> <p>Jawatan : _____</p> <p>Tarikh : _____</p>