



PRE-QUALIFICATION CRITERIA

Sl. No	Pre-Qualification Criteria(PQC)Conditions	Documents to be submitted along with bid.	Bidders compliance
1	<p>The bidder should have supplied a minimum of 400MT of Burnt Lime Stone/Burnt Lime shell/Hydrated Lime (with 60% CaO minimum) during the last 7 years (ending as on due date of the bid).</p> <p>In case of live contracts, bidder shall confirm that the quantity specified in the PQ criteria is already supplied as on date of submission of bid and documents in support of the same has to be furnished.</p>	<p>Copy of detailed Purchase Order / Work Order along with invoices/ delivery challan/completion certificate/ performance certificate issued by customer in proof of supply.</p>	

Note:

- 1) FACT shall have liberty to verify the references submitted by the Bidders with users.
- 2) Pre-Qualified bids will only be considered for Technical Evaluation. Technically and commercially acceptable Bids will only be considered for Price Bid opening and evaluation.
- 3) Submission of authentic documents for meeting the above technical and financial criteria is the prime responsibility of the Bidder. Wherever FACT has concern or apprehension regarding the authenticity/ correctness of any document, FACT reserves the right of getting the documents cross verified from the document issuing authority.
- 4) **IMPORTANT:** In case of ambiguity or incomplete or non-submission of required relevant documents along with bid, FACT reserves the right, at its option, to reject the Bidders Bid without assigning any reason and without notice.

द्वि फ़र्टिलाइज़र्स एण्ड केमिकल्स
ट्रावन्कोर लिमिटेड



FACT

THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

(भारत सरकार का उद्यम) / (A GOVERNMENT OF INDIA ENTERPRISE)

CORPORATE MATERIALS

GST No : 32AAACT6204C1Z2

Phone : 0484-2546778

2546629 / 2545222

PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL - 683 501, KOCHI, KERALA, INDIA

निर्घ केलिये अनुरोध/REQUEST FOR QUOTATION

Detailed Specification

Enquiry:MM/134/G29631

Contact Details

Name: Sreekanth S

Phone: 0484 2568232 , 0484 2568646

Email ID: sreekanth.s@factltd.com

Please submit your offer for supply of the following items as per the instructions, technical specifications and other terms and conditions specified herein/ attached.

Note:

1. The delivery period mentioned in the BoQ is our indicative requirement. You m

SL No.	Material Code	Detailed Specification/s	Quantity	Unit of Measure	Plant
1	610123255	BURNT LIME STONE, CONTAINING 75% AVAILABLE CAO, IN, BULK FORM WITH THE FOLLOWING SPECS : , SPECIFICATION : SIZE : 100mm(MAXIMUM), CA O-75%, UNBURNT LIME STONE-LESS THAN 3%, PACKING-IN GUNNY/HDPE BAGS	400	Metric Ton	1002
2	610123255	BURNT LIME STONE, CONTAINING 75% AVAILABLE CAO, IN, BULK FORM WITH THE FOLLOWING SPECS : , SPECIFICATION : SIZE : 100mm(MAXIMUM), CA O-75%, UNBURNT LIME STONE-LESS THAN 3%, PACKING-IN GUNNY/HDPE BAGS	2400	Metric Ton	1003

Sample approval required before bulk supply

Special Terms and Conditions for Supply of Burned Lime Stone

1. **Scope of supply:** Supply of Burned Lime Stone: With 75% available CaO minimum in 50 kg. Gunny/HDPE bags with the following Specifications:-

Available CaO : 75% minimum
 Un-burnt Lime Stone : < 3 %
 Packing : Supply shall be effected in 50 Kgs Gunny/HDPE bags

2. **Security deposit:** Within 15 days of order, a security deposit @ 5% order value shall be submitted by way of a DD or Bank Guarantee from a Nationalized Bank as per Performa enclosed (Appendix B), valid till the completion of the order (with 6 months claim period thereafter), which shall be returned after successful completion of the supply after deducting amounts due, if any, from supplier. No interest shall be applicable on the security deposit.
3. **Price Firm:** Prices shall be firm till the completion of the Order and no request for price revision shall be entertained under any circumstances.
4. **Reduction in price:** Proportionate reduction in price (landed cost) for the reduction in available CaO content below 75% is to be allowed by you on single pro-rata basis up to 65%. The material containing CaO below 65% but up to 50% will be accepted only on double pro-rata basis. The material having CaO content below 50% will be rejected and no payment shall be made.

a) **Single Pro-rata:** If the available CaO content is 70% and price per MT is Rs.1000/- payment will be made @ Rs. $\frac{1000 \times 70}{75}$

75

b) **Double Pro-rata:**

Single pro-rata for CaO content up to 65%	= (75 – 65) x 1 = 10
Double pro-rata reduction for CaO up to 50%	= (65 – 50) x 2 = 30
Total pro-rata reduction (sum of single & double pro-rata red.)	= 40
Total reduction in value price reduction for Burnt lime stone having 50% CaO	= $\frac{40 \times 1000}{75}$ = Rs.533.33

Price Payable, = 1000-533.33=Rs:466.67

5. **Bonus in price:** Pro- rata increase in price will be applied for lime with percentage of Ca(OH)₂ content above 85%. Pro- rata increased price will as per formula given below:

$$P1 = P + \frac{P(x-85)}{85}$$

where, P1 = Pro-rata increased price.

P = Unit price as per PO.

x = CaO content in lime, obtained by lab. Analysis of supplied sample (in percentage).

6. **Important Note:** Excise duty increase due to change in turn over slab will not be paid by FACT.
7. **Samples to be approved before bulk supply.**
8. **Mode of dispatch:** By Lorry, Material shall be delivered on Door delivery basis to Udyogamandal complex Water Treatment plant. The lorry carrying the material should reach our factory before 2:00 PM on any working day for taking sample for lab test and unloading. The supplier shall

dispatch the material by means of lorries having the provision to open all the three side bodies (instead of fixed one) to enable FACT to take random sampling, failing which, the suppliers staff shall take out the particular bags for implying as instructed by FACT. Sampling will be done in the presence of the supplier's representative. If the supplier's representative is not available within 1 hour of arrival of the lorry, FACT will proceed with the sampling unilaterally.

9. **Insurance:** The supplier shall insure the goods at own expense against all transit risks.
10. **Inspection:** Acceptance of the supplies will be based on inspection of the material including lab test at FACT Lab, which will be final. . If the material fails to qualify the tests as per order terms and the material will be rejected. Rejected material shall be taken back immediately by the supplier at own risk and cost. It shall be responsibility of the supplier to expose the bags from the various layers in the lot for taking samples as directed by FACT s staff. The supplier shall ensure that stacking of the bags inside the lorry shall be up to the height of the side covers only in order to expose the bottom most layer of the bags without unloading
11. **Quantity:** The estimated total quantity for one year will be 400 MT for Udyogamandal complex Effluent Treatment Plant. The yearly total quantity for the water treatment plant is only an approximate indication and is not guaranteed. The quantity is liable to vary either way depending on our plant requirements. 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 supplier has no right to claim loss of profit etc. on account of reduction in revenue arising out of variation in quantity made available for supply.
12. **Weight of the Material:** The weight of the loaded material for billing purpose shall be taken either of the weight at dispatch point or receipt point whichever is lower. Weight of the empty bag will be deducted from the billing weight. Empty bags shall be taken back by the supplier in timely.
13. **Delivery Period and Schedule:** The period of contract is one year from the date of purchase order. Delivery shall be on staggered basis as per the requirement. The required quantity shall be informed the vender in 10 days in advance.
14. **L/D Clause:**0.5% of the value of the outstanding supplies per week subject to a max. of 7.5% of the value of the outstanding supplies will be deducted from vendor bill for delay in delivery if any, L/D will applicable for the delay in supply beyond ten days of giving intimation for supply of lime.
15. **Payment:** Full payment shall be made within 30 days after receipt and acceptance of material at our site after deduction, if any, based on the Ca(OH)₂ content as per our lab report, refer clause 4 above. All direct payments will be made through NEFT/RTGS. Please furnish the following data along with a cancelled Cheque, if not already done.
 - a) Bank Account No.
 - b) Type of A/C
 - c) Name and Address of the Bank
 - d) IFSC No.
16. **Delay in effecting the supplies:** In the event of delay on the supplier's part to affect supplies/FACT's requirements in time as per PO, FACT shall either make alternative arrangements at the supplier's risk and cost and recover loss/extra expenditure, if any, incurred by FACT in this connection from the supplier or levy liquidated damages as per clause 14.
17. **Cancellation of Order :** FACT reserves the right to cancel the order and make alternate arrangements at the risk and cost of the supplier and forfeit the security deposit in case of supplier's failure to execute the order to the satisfaction of FACT.
18. **Security Regulations:** The supplier 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 suppliers or their employees to observe the security regulations of FACT shall be entirely to the account of the supplier.
19. **Other Terms and CONDITIONS:** Unless OTHERWISE SPECIFIED, all other terms and conditions will be as per our Standard Terms and Conditions of Purchase enclosed.

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STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1 The following expressions used in these Terms and Conditions/Purchase Orders shall have the meanings indicated against each of these, unless repugnant to the context and meaning thereof.
- 1.2 FACT/COMPANY/PURCHASER means The Fertilizers and Chemicals Travancore Limited; a company registered under Indian Companies Act with registered office at Eloor, Udyogamandal, Kerala State, India and the term includes its Divisions as applicable.
- 1.3 SELLER/SUPPLIER/VENDOR/CONTRACTOR/MANUFACTURER means the person or company, with whom ORDER is placed by FACT for supply of equipment, materials, stores and /or services.
- 1.4 ORDER means the Purchase ORDER or Work ORDER and all of its Annexures /Attachments (including this Attachment) and documents referred therein together with any subsequent modifications thereto.
- 1.5 ITEM (S) means the MATERIALS (S)/EQUIPMENT (S)/ SPARE PART (S)/ to be supplied by the SELLER as per the ORDER

2. ACCEPTANCE

Seller shall acknowledge receipt of ORDER within 15 days of the date of its issue by returning a copy of the ORDER duly signed by an authorized person in confirmation that Seller accepts the ORDER and is proceeding accordingly. If acknowledgement is not received within 15 days, it will be deemed that the ORDER is accepted in TOTO.

3. SECURITY DEPOSIT

The Seller shall, within 15 days of receipt of order, furnish towards security for faithful performance of ORDER a cash deposit or a Bank Guarantee for a value equal to 5% of the ORDER Value in the Proforma attached. Any delay in activities of FACT due to non-submission of the Acceptance copy of ORDER or Security Deposit by Seller, shall not constitute reasons for extension to Seller's Delivery Promise or waiver of liquidated damages for late delivery. Such Security Deposit shall not be required for ORDERS with price up to INR 5,00,000/- (Rupees Five Lakh only). Security Deposit shall be kept valid until Seller discharges all his/her obligations under ORDER except warranty obligations under the relevant clause of the order.

4. SCOPE OF ORDER

- 4.1 The items described in the ORDER are to be supplied according to the data sheets, tables, specifications and drawings attached thereto and /or enclosed with the ORDER itself and according

to all conditions both general and specific, attached with the ORDER, unless any of them has been modified or cancelled in writing by FACT either as a whole or in part.

- 4.2 Any apparent omission or error in the specifications shall be met by the Seller if such omitted portion is necessary for the functioning of the item. The Seller, prior to proceeding with the work under ORDER, shall call to the attention of FACT, any such omission or error or ambiguity in the specifications requiring clarification.

5. PRICES

- 5.1 Unless otherwise agreed to specifically in ORDER, the Price shall remain firm throughout the period of order, including extended periods, if any, and shall not be subject to any escalation on any account.
- 5.2 In the case of overseas supplies, Shipping Terms referred to shall be governed by the definitions of latest INCOTERMS unless otherwise specified in the ORDER.

6. TAXES, DUTIES & LEVIES

- 6.1 All Central, State or Municipal taxes, duties and levies payable on the item/s are deemed to be included in the Price unless otherwise specified. In case the rates of these levies are increased by the Government or any new Tax/Duty/Levy becomes legally payable during the delivery period stipulated in the ORDER, the extra cost so incurred shall be paid by FACT. The benefit of any reduction in respect of these levies shall be passed on to FACT. If the delivery is delayed beyond the time stipulated in the ORDER and the above rates go up or new levies imposed, during this period of delay, the extra costs so incurred shall be borne by the Seller. Claim for variations in the levies shall be supported by documentary evidence and proof of payment.
- 6.2 In the case of overseas supplies, the Seller shall make payment of all taxes, duties and levies chargeable to the export of items in the country of origin and port of shipment/gateway airport.

7. BANK GUARANTEES

All Bank Guarantees required as per the ORDER shall be issued / confirmed by a nationalized/scheduled Indian bank. If the bank guarantee is issued by a bank outside India, a counter guarantee as per our format from an Indian nationalized/scheduled bank in India shall also be furnished.

8. DELIVERY

- 8.1 Equipment/item/s ordered shall be despatched completely assembled and shall require no assembly at FACT site, unless specified otherwise.
- 8.2 Delivery shall be deemed to be completed on the date shown on the lorry receipt, railway receipt, Bill of Lading or Airway Bill in case of delivery ex-works/FOR/FOB/FAS despatch station / seaport / gateway airport.

OR the date of arrival of consignment at destination or date of receipt of despatch-documents endorsed in favour of FACT, whichever is later, in case of delivery at destination

9. DELAY IN DELIVERY/LIQUIDATED DAMAGES

- 9.1 Time is the essence of this contract and the delivery period mentioned in this ORDER shall be strictly adhered to.
- 9.2 If SELLER fails to deliver the equipment and materials covered under ORDER within the delivery time stipulated therein, liquidated damages at the rate of half of one percent (0.5%) of the total Price of ORDER / value of the items which are delayed per week or part thereof subject to a maximum of seven and one half percent (7.5%) of the total price of the ORDER shall be payable by SELLER. Such liquidated damages shall be deducted from Seller's invoices and/or any other payments due to the SELLER. This is without prejudice to Art.11.0.0 below.
- 9.3 Even if supplies are made on time, but Installation & Commissioning gets delayed due to reasons attributable to vendor, then Liquidated Damages (as per relevant clauses of Terms and Conditions of Purchase and Terms and Conditions of Erection & Commissioning) will be applicable for the total order value shown in ORDERS. Also, if supplies get delayed but Erection & Commissioning activity is completed in time and within the total delivery schedule stipulated for supply and erection & commissioning, then Liquidated Damages shall not be applicable.

10. PERFORMANCE WARRANTY

- 10.1 The equipment /spare parts /materials supplied shall be brand new and the Seller shall guarantee that all items shall perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any item not perform as intended or should the design, material or workmanship prove defective within a period of twelve (12) months from the date of putting the item into operation or eighteen (18) months from the date of dispatch, whichever is earlier, and the Seller shall be notified thereof, the Seller shall promptly, at his own expense, correct the deficiency so that the item performs in accordance with ORDER specifications. If the Seller fails to take proper corrective action to repair or replace the item within a reasonable time (as decided by FACT) of FACT's notice, FACT shall be free to take such corrective action at the Seller's risk and cost.
- 10.2 In the event of any rectification / replacement, the warranty shall be extended to cover a period of twelve months in operation from the date of such rectification / replacement.
- 10.3 Spare parts supplied shall be perfectly interchangeable with those originally installed in the equipment. Since the interchangeability can normally be checked by FACT only at the time when the spares are used, the Seller shall guarantee the interchangeability without time limit, provided that no modifications have been

carried out to the equipment or the spare part without the Seller's prior written permission.

- 10.4 Even if relevant drawings are approved and/or the item(s) is/are cleared during pre-despatch inspection by FACT, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and FACT shall be free to point out any defect till the warranty period is over.

11. DEFAULT

- 11.1 In the event of any default by Seller to comply with any of the provisions or requirements of the ORDER, FACT shall have the right to terminate / cancel the ORDER with or without notice and without prejudice to any other rights, options, or remedies FACT may have. In the event of such termination /cancellation of the ORDER, FACT shall be entitled to arrange for the procurement of items from alternative suppliers at the risk and cost of the Seller. The waiver of one default shall not be considered as an automatic waiver of any other default.
- 11.2 Any failure by FACT at any time or from time to time to enforce or require strict observance and performance of any of the terms of the ORDER or to exercise any rights herein shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair same or the rights any time to avail of the same.

12. SUSPENSION AND TERMINATION

- 12.1 FACT reserves the right to suspend the ORDER in whole or in part by written notice to Seller at any time prior to despatch of item/s by Seller. On receipt of notice of suspension from FACT, Seller shall immediately stop all activities related to ORDER. On receipt of notice removing the suspension Seller shall re-commence the execution of the ORDER and complete it as per the terms of the ORDER, provided that the delivery period specified in ORDER shall be extended corresponding to the period of suspension including reasonable remobilisation period. If period of suspension exceeds six (6) months, ORDER shall be deemed to have been terminated under Clause 12.2 below unless otherwise agreed to.
- 12.2 Reasonable termination expenses in connection with termination of ORDER shall be as mutually agreed.
- 12.3 However, the above Clauses 12.1 and 12.2 shall not be applicable in case of termination by FACT due to default by Seller.

13. EXPEDITING

When deemed necessary by FACT, this ORDER shall be subject to physical expediting by representatives of FACT or of agents nominated for the purpose, who shall be granted access to any and all parts of Seller's or Seller's sub-suppliers; plants involved in manufacture of items covered by ORDER. Expediting performed by such representative/agent shall in no way relieve the Seller of delivery obligations under the terms of ORDER.

14. OFFICIAL INSTITUTION TESTING

Seller shall ensure the prompt execution of all approval steps and/or tests made by official institutions, if required in connection with equipment and materials covered under ORDER and the installation thereof. Seller shall be held responsible for any delay in the approval or testing phase as well as for any delay in the submission of necessary certificates. Delay on the part of the above institution will not be considered a reason for extension of delivery period. All expenses related to such official testing shall be to Seller's account.

15. INSPECTION

- 15.1 Items supplied shall be subject to inspection and testing as per Codes, Standards and Procedures that are required to ensure quality of material / item/s as specified in the ORDER. Seller shall arrange such inspection in Seller's shop. Any and all expenses incurred in connection with test, with preparation of reports and with analysis issued by qualified laboratories shall be to Seller's account.
- 15.2 If pre-despatch inspection is specified in the ORDER, representative of FACT shall be granted access to any and all parts of Seller's / sub-supplier's plant(s). Seller shall notify FACT at least 15 working days in advance of the Scheduled date of inspection. Even if the item is cleared during pre-despatch inspection, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER.
- 15.3 Inspection waiver if granted shall not absolve the Seller of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and shall not in any way impair FACT's right to reject non-conforming items or to avail of any remedies to which FACT is entitled.
- 15.4 Notwithstanding any inspection that may have been done at the Seller's site, final acceptance of items is subject to inspection at FACT site.

16. PATENT INDEMNITY

Seller hereby warrants that the use or sale of the items delivered under the ORDER does not infringe claims of any patent covering such items (to the extent the design for such items is not furnished by FACT) and the Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against FACT based on any such alleged patent infringement and to pay all costs, expenses on judgement and damages which FACT may have to pay or incur by reason of any such suit or proceedings and to secure the rights for FACT for the continued use of equipment.

17. INDEMNIFICATION

The Seller hereby indemnifies and hold FACT harmless from all claims, losses, demands, causes of action or suits arising out of the

services, labour, equipment and materials furnished by Seller under ORDER.

18. FORCE MAJEURE

- 18.1 Neither the PURCHASER nor the SELLER hereto shall be held responsible for any delay or failure to perform any or all the obligations under ORDER caused by Force Majeure. In such a case the time for performance or such obligations and the obligations of the other party to the extent that they are affected by such occurrence will be extended by such period as is duly justified. Notification of a circumstance of Force Majeure shall be given by fax/e-mail addressed to the other party within five (5) working days of its occurrence. This notice of Force Majeure shall be confirmed by a Registered letter despatched within one (1) week, along with appropriate documentary evidence confirming the existence of a situation of Force Majeure.
- 18.2 For the purposes of this clause, Force Majeure means
 - 18.2.1 War or hostilities
 - 18.2.2 Riot or civil commotion
 - 18.2.3 Earthquake, flood, tempest, lightning or other natural calamities, epidemics
 - 18.2.4 Accident, fire or explosion not caused by willful negligence of Seller
 - 18.2.5 Labour strikes or lockout exceeding ten (10) days in duration not caused by any deliberate act or indiscretion by Seller.
 - 18.2.6 Law and Order Proclamation
- 18.3 However, should such a delay, even if due to reason of Force Majeure be protracted for more than three (3) months, FACT shall have the right to cancel ORDER at no charge to FACT and FACT shall be entitled to the reimbursement of any amount already paid to the Seller.

19. SUBLETTING / ASSIGNMENT

SUB-LETTING or assignment of whole or part of the order shall not be permitted except with the prior approval of FACT obtained in writing.

20. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 20.1 This ORDER shall be subject to and shall in all respects be governed by Indian Law.
- 20.2 Except in the cases referred to in the Clause 20.3 below, if any dispute arises out of or relating to or in connection with this contract, between the Contractor and the Owner / FACT, the same shall be amicably settled through mutual discussions, 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 proceedings shall be in English.
- 20.3 In the event of any dispute or difference relating

to the interpretation and application of the provisions of this contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning taxation), such dispute / difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- 20.4 Any legal proceedings relating to or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

21. COMPLETE AGREEMENT

The terms and conditions of this ORDER shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of FACT.

22. TRANSIT INSURANCE

Unless otherwise agreed, transit insurance shall be arranged by FACT under FACT's open cover policy.

23. ORDER OF PRECEDENCE

In case of any conflict between these STANDARD TERM AND CONDITIONS and the SPECIAL TERMS&CONDITIONS agreed to for a particular ORDER, the latter shall prevail to the extent applicable.

(To be given on Rs.500/- stamp paper)

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

The Fertilizers 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 Nodated with M/s (hereinafter called the Supplier/Contractor) for the supply/work ofand where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/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 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 `..... (Rupeesonly) 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 unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the Company shall be binding and 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/Contractor 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 there under 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 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/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 Order 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 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/Contractor or any other force-bearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor 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/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 `..... (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 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 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

INTEGRITY PACT

Between

The Fertilizers and Chemicals Travancore Limited (FACT), a company formed and registered under the Travancore Companies Act IX to 1114 (Companies Act, 2013) and having its registered office at Eloor, Udyogamandal-683501, Kochi, Ernakulam District, Kerala, hereinafter referred to as "The Principal".

And

..... hereinafter referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and or/Contractor(s).

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1)The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman and Managing Director, FACT

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Contractor signing this "Integrity Pact" shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
(Office Seal)

For & On behalf of Bidder(s)/Contractor(s)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address).....

Witness 2:
(Name & Address).....