



CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)

Petrochemical Division
Administration Building
Udyogamandal, Cochin – 683 501
Ph: 0484 2568620 / 2568267 / 2568233

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ENQUIRY NOTICE

Enquiry No. MAT-RM-PHOS-2024-I dated 07/06/2024.

Fertilisers And Chemicals Travancore Limited (FACT) is a Government of India enterprise, engaged in the production of nitrogenous and phosphatic fertilizers and intermediary products Sulphuric acid and Phosphoric acid.

We invite your most competitive bid against two-part open e-tender for supply of Phosphoric Acid (P2O5: 52% min.). Bids are invited on e-procurement portal <https://eprocure.gov.in> as per the details given below:

1. Product : Phosphoric Acid (52% minimum P2O5) as per Specifications vide Annexure-A attached

(Vendor shall provide their guaranteed specification for the Phosphoric Acid offered covering all the parameters given in Annexure-A)

2. Quantity and Shipment Schedule: Total quantity shall be 10000 MT +/-5% solution and Approx. 5200 MT ±5% P2O5. Quantity quoted in Unpriced bid shall be in P2O5.

Quantity of Phosphoric Acid Solution	Quantity of P2O5	Arrival Lay can at Discharge Port
10000 MT±5%	5200 MT±5%	16 th -21 st August 2024

If shipment is not available in the requested laycan, the vendors may offer the nearest available laycan which shall be considered if no offer with matching laycan is received.

Note: The above Quantity of P2O5 is based on Phosphoric Acid with min 52% P2O5, in case the offered phosphoric acid is more than 52% of P2O5, accordingly P2O5 will be changed but quantity of the Phosphoric Acid shall be 10000 MT±5%.

Rate of discharge at Cochin Port: 700 MT / Hr SHINC.

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.

The final arrival schedule of shipment and parcel size of shipment shall be as mutually agreed, also by considering the availability of ullage in storage tank at Cochin Port for receiving successive shipments including shipments already concluded.

3. **Due date / Time for submission of bid: 13/06/2024 / 14.00 hrs. IST.**

Due date / Time for opening of bid: 13/06/2024 / 14.30 hrs. IST



4. The offer shall be valid for till 18:00 hrs. IST on 19/06/2024.

5. Price:

“ α ” (Premium or Discount) shall be quoted in the price bid attached with the tender documents (Annexures – C). The offered rates shall be inclusive of 30 day’s credit-CFR Cochin.

The price applicable for the shipment shall be the lowest FMB final India price for the quarter July-September 2024 +/- α CFR Cochin with 30days credit.

In case of Indian vendors GST will be paid, subject to the Seller meeting all the statutory requirements under the GST laws and rules to enable FACT avail Input Tax Credit.

The bidders should quote, compulsorily the demurrage rate of the vessel in the BOQ.

6. Evaluation will be done (100% P2O5 basis) on landed cost at Cochin Port on the CFR 30 day’s credit. The L-1 shall be evaluated based on USD 948 +/- α (USD 948 PMT P2O5 is the provisional price which is the present India price for the quarter April - June 2024 and α is offered Premium or Discount in the price bid) including Insurance charges, applicable port dues, customs duty etc (Insurance charges, applicable port dues, customs duty etc. shall be calculated based on USD 948 +/- α). The USD 948 +/- α shall be inclusive of CFR 30 day’s credit price PMT P2O5. Any deviations taken from tender terms shall be suitably loaded.

Exchange Rate for conversion of CFR price will be the 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.

Note: In case more than one bidder is L-1, the demurrage rate quoted for the vessel shall be considered for evaluation.

7. Offer shall contain the quantity committed and firm α (Premium or Discount) quoted in the price bid. Conditional bids with clause “Delivery, Shipment etc. subject to availability of suitable vessel” shall be liable to be rejected.

8. Eligibility Criteria will be as below:

The Bidder shall be either:

A. Manufacturer of Phosphoric Acid, who should have:

- (i) Facilities to produce at least 25,000 MT Phosphoric Acid 100% P2O5 per annum. Declaration in this regard may be attached.
- (ii) Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Phosphoric Acid Manufacturer.
- (iii) Experience in supply of at least one shipment of 10,000 MT Phosphoric Acid solution on CFR basis in bulk during any of the preceding three years as on the date of submission of offer.



Proof of supplies on CFR basis - BL and any other document if required shall be submitted.

Or

B. Trader

- (i) Bidder shall have experience in supply of at least one shipment of 10,000 MT Phosphoric Acid solution or any liquid cargo on CFR basis during the preceding three years as on the date of submission of offer.

Proof of supplies on CFR basis - BL and any other document if required shall be submitted.

- (ii) Trader shall submit Manufacturer's back up as below-
- a. Certificate issued by the Phosphoric Acid Manufacturer's Authorized signatory confirming to back up the trader, with respect to quality and quantity.
 - b. Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Phosphoric Acid Manufacturer.
9. Earnest Money Deposit (EMD): EMD to be furnished as per cl. No.5 of Annexure B (Instructions to Bidders) of the enquiry.
10. Payment: Payment shall be as per cl. No.3 of Annexure E (Terms and Conditions of Purchase) of the enquiry.
11. Other Terms and conditions: Shall be as per Annexures B, E & F.
12. Bidder shall submit the bid before 14:00 hrs. IST on the due date (ref. clause 3 above), in CPP portal <https://eprocure.gov.in>. Bids sent by e-mail, post or in any other mode the same shall not be acceptable.
13. The following points may be noted while submitting the offer:
- a. Bids submitted 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, only for specific request from our end. Clarifications on suo-moto basis will be summarily rejected and such action by bidders will be viewed seriously.
 - b. If payment quoted is through LC, bank charges as below will be loaded for evaluation: Current 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.
14. 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.

Dy. General Manager (Materials)
For FACT Ltd,
Cochin



Enclosures:

1	Annexure – A	Specifications of Phosphoric Acid.
2	Annexure – B	Instructions to Bidders.
3	Annexure – C	Price Bid Format
4	Annexure – D	Unpriced Bid.
5	Annexure – E	Terms and Conditions of Purchase.
6	Annexure – F	Shipment Terms for CFR Purchase
7	Annexure – G	Compliance Statement.
8	Annexure – H	Questionnaire for Bidders for the supply of Ammonia
9	Annexure – I	List of Banks
10	Annexure – J	Proforma of Bank Guarantee for Security Deposit
11	Annexure – K	Integrity Pact
12	Annexure – L	Draft Purchase Order
13	Annexure - M	Draft LC proforma

Specifications of Phosphoric Acid

Element	Element in % in Wt/Wt
P2O5 as Phosphorous Pentoxide	52.0 min
H2SO4 (as SO3)	4.0 max
CaO	0.5 max
R2O3 (Fe2O3 and Al2O3)	3.75 max
F	1.8 max
MgO	1.0 max
Cl	0.05 % Max
Suspended solids	2.5 max

Note:

- 1.0 Offers with minimum 52% P2O5 of Acid shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Acid offered by them. Price offered shall be 100 % P2O5 – CFR Cochin basis with 30 days credit. Prorate rebate on final CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder.
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Annexure – B

Instructions to Bidders

1.0 Definitions:

FACT : Shall mean The Fertilisers and Chemicals Travancore Ltd., with registered office at Udyogamandal and its various Divisions.

Bidder : Shall mean the Firm / Producer / Trader / Agent who submits bid in response to this enquiry.

Seller : Shall mean Bidder on whom FACT places the Purchase order.

Contract Value: CFR of the order quantity.

2.0 Please submit your bid for supply of Phosphoric Acid (P2O5: 52% min) conforming to the specifications as per Annexure A and terms and conditions stated in the enquiry documents as detailed below: -

3.0 All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

4.0. SUBMISSION AND OPENING OF BIDS:

4.1. Bidders shall study carefully the complete enquiry documents viz. Enquiry Notice, Terms and conditions of Purchase, Instructions to Bidders, Price Bid format (BOQ) and other tender documents.

4.2. Points to be noted while submitting offer:

a. Offers against this enquiry shall be submitted online on e-procurement portal <https://eprocure.gov.in>, with valid 'Digital Signature Certificate' (DSC). Offers submitted on any other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.

b. All interested bidders are requested to register themselves on the above website with their valid DSC. It is mandatory for bidders to have valid DSC (of Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the enquiry. Valid DSC shall be arranged by the bidders themselves at their cost. Bidders may refer Bidders Manual Kit available on the above website for detailed information and instructions for registering, submitting offers etc.

c. Bids shall be submitted in Two parts



- d. Part – A of the Bid Shall consist of:
- a. All documents in order to meet the Eligibility, payment receipt of EMD (in case of exemption proof of exemption), Integrity Pact., Certificate as per the Clause 14: Special Note of Enquiry, Compliance Statement, etc.
 - b. Unpriced Bid shall be uploaded after filling all relevant information failing which the offer is liable to be rejected.
 - c. Please fill-in all the relevant fields. Blank fields in the uploaded unpriced bid shall be taken as that particular charge is not applicable. No claim afterwards will be entertained.

Part- B of those bidders whose bids are found acceptable based on eligibility criteria and techno-commercial evaluation only will be opened.

Part – B of the Bid Shall consist of

- i. The priced bid shall be uploaded strictly in the format as per Annexure – C (BOQ), Renaming or changing format of the bid sheet will not be accepted by the System.
 - ii. Prices shall be quoted only in the prescribed bid form and those indicated elsewhere, if any, shall not be considered.
 - iii. The α premium or discount shall be firm without any escalation on any account till the order is completely executed.
- e. The bids shall be signed by authorized persons only.
 - f. Bid shall be uploaded with all relevant documents before due date & time in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission.
 - g. Non-submission of any document or submission of incomplete documents is liable for rejection of offers. Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non-availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.
 - h. Bids of all bidders who submit their Bid as per the instructions by the due date and time as above and which are in conformity with the instructions specified in the enquiry documents shall be considered.
 - i. HELP DESK
In case of any queries regarding online bid submission through E tender,
Please contact the E Tender Helpdesk: Mr. Ajino Anand.
Tel: 9497334230, Email:ajinoanandh@gmail.com.

The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us. In case of withdrawal of offer within validity period EMD shall be forfeited. For the EMD Exempted bidders, the exemption for the next three years shall be withdrawn



5.0 Earnest Money Deposit (EMD):

Bidder shall submit USD 10000 as Earnest Money Deposit (EMD) in the form RTGS/NEFT/TT to FACT's account. FACT's account detail to enable RTGS/NEFT payment is given below. Bid without EMD is liable to be rejected.

In case of indigenous supplies EMD shall be in INR equivalent to USD 10000, SBI TT selling rate applicable on the date of enquiry.

The Bank Details are as follows:

STATE BANK OF INDIA, COMMERCIAL BRANCH

VANKARATH TOWERS,PADIVATTOM

COCHIN 682024

CONTACT NOS : Dr. Premkumar : 8547863710

BRANCH LANDLINE : 0484 - 2340028/29

A/c No : 10590232386

IFSC : SBIN0004062

SWIFT : SBININBB245

TYPE : CC ACCOUNT

The EMD is exempted in the case of bidders who have supplied Phosphoric Acid by ship in bulk to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening.

Proof of remittance of EMD / Documents to prove the exemption of EMD shall be uploaded in PART – A of bid.

EMD shall not carry any interest. In case the bidder who is awarded the contract so desire to adjust the EMD against Security Deposit, the same shall be allowed by FACT, based on written request from bidder. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

- 6.0 FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason(s) whatsoever. FACT also reserves the right to place order / orders on one or more bidders or cancel this enquiry.
- 7.0 FACT reserves the right to extend without giving any reason(s) the closing date time of the enquiry.
- 8.0 Details required regarding Indian agent vide cl.15 and its sub-clauses of Annexure -E shall be submitted at the time of bidding.
- 9.0 Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. FACT reserves its right to consider and allow minor deviations in technical and Commercial Conditions. The decision of FACT shall be final in this regard.



10.0 INTEGRITY PACT (IP)

The bidders shall execute and submit an “Integrity Pact (IP)” with Fertilisers and Chemicals Travancore Ltd., on plain paper, along with the bid as per Annexure-L of the Enquiry. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed
601-A, Lotus Enpar Residency,
Shakarrao Naram Path,
Lower Parel,
Mumbai-400013.
Mobile: 9821058152 Mail: ajtopcop@gmail.com

2. Shri B. Ravichandran
Flat No.TF3, RKC Subrabath,
7th Street, Kumaran Colony,
Vadapalani, Chennai 600 026
Mobile: 9482234346 Email: bravi1958@gmail.com

Note:

- (A) The Original Integrity Pact on Plain paper duly signed by the bidder shall be submitted along with PART-A of bid.
- (B) In case bidders require any clarification pertaining to the tender please contact: Shima P.S, Assistant General Manager (Materials)-,Phone: 0484-2568620; e-mail: shima@factltd.com or T.Nikhil Kumar, AM(Mat),Phone: 0484-2568267, e-mail: nikhilkumar@factltd.com.

Kindly note that the Independent External Monitors should NOT be contacted for clarifications regarding the tenders.

Terms and Conditions of Purchase

1. Taxes and Duties: All levies, taxes and duties in the Seller's country shall be to Seller's account and in India to FACT's account.
2. Security Deposit (SD):
 - 2.1 The Seller shall provide within 15 days from the date of receipt of Letter of Intent, a Security Deposit, of 2% of the value of the order in cash or Bank Guarantee from a Nationalized / Scheduled / Foreign bank in the prescribed proforma. If Bank Guarantee is issued from a foreign branch of an Indian bank, then confirmation from Indian branch is necessary. If Bank Guarantee is issued from a foreign bank, then counter guarantee from Indian bank is necessary. The bank Guarantee shall be valid till the expiry of the contract with a claim period of three months thereafter. Validity shall be further extended on demand as per terms of our BG Proforma.
Note: e-BG shall also be acceptable and also security deposit can be remitted by cash.
 - 2.2 The Security Deposit shall not carry any interest and shall be refunded only after successful completion of the supply of Phosphoric Acid as per this Purchase order after deducting all amounts due to FACT, when the claim period is over.
 - 2.3 The EMD paid can be adjusted towards Security Deposit, if so desired by the Contractor. In case of remittance of the Security Deposit in full, the EMD shall be returned to the Seller.
 - 2.4 The Earnest Money Deposit shall be forfeited if the Security Deposit is not furnished as required within 15 days on receipt of Letter of Intent (LOI).
 - 2.5 The requirement of Security Deposit is exempted in the case of vendors who have supplied Phosphoric acid (Min P2O5 content shall be 52 %) by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening. In case of supply to other fertilizer companies in India, the exemption is subject to the bidder submitting documentary evidence of supply such as Bill of Lading and also feedback from the buyer regarding acceptance of the material.
3. Payment shall be by option A or B:
 - (A) Payment shall be by TT/RTGS, after receipt and acceptance of the material at Disport after expiry of the credit period of 30 days from BL date.
 - (B) Payment shall be by way of L/C. L/C opening charges and bank charges in India shall be to FACT's account. All charges outside India, including confirmation charges, in case confirmation is required, will be to Seller's account.

Payment shall be done on the Provisional Price USD 948 PMT P2O5 with 30 day's free credit from the date of BL.



LC shall be opened on the Provisional Price i.e. USD 948 PMT P205 with 30 day's free credit from the date of BL.

The Final Basic price shall be the lowest FMB - final India price for the Quarter July – Sept 2024.

*The final applicable price for the shipments shall be final basic price +/- α CFR with 30 day's credit.

The difference between final applicable price and LC/payment price shall be settled within 30 days from date of final basic price is known (i.e date on which the final India price for the quarter July – Sept 2024 is published in FMB) through debit/credit notes.

(Bidder has to submit the provisional invoice for the payment on USD 948 PMT with 30 day's free credit from the date of BL and bidder has to submit the final invoice based on the Final applicable price* enabling FACT to settle the customs duty paid).

In case if the final applicable price is known before negotiation of LC with bank then the negotiation of LC with bank shall be done based on final applicable price.

L/C will normally be established prior to sailing of vessel. FACT's confirmation that L/C has been opened will be deemed sufficient for this purpose. Any delay in interbank communication shall not be sufficient reason to delay nomination/ loading/sailing of the vessel.

Note: In the case of bidders who have not supplied Phosphoric Acid by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening, payment for the first shipment shall be by Cash Against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by FACT.

Indian Agent's Commission, if any, shall be deducted from the invoice and paid in Indian Rupees in India. Please see clause 15 below.

4. Shipping Documents:

4.1 Seller shall present following shipping documents for payment purpose:

- a] Three original and three non-negotiable copies of clean on board bills of lading marked freight paid/payable by shipper as per Charter Party. In case of Charter Party Bills of Lading, it should bear an endorsement that all the relevant terms and conditions of the relative Charter Party are deemed to have been incorporated therein.

The B/Ls to show:

- 1] Import License–Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015-20
- 2] Purchase Order Number
- 3] L/C reference, if payment is by L/C.



- b] Three signed commercial invoices and three copies of the same based on the Bill of Lading quantity and surveyor's certificate of analysis. The invoice shall show the following:
- 1] B/L No. and date
 - 2] Import License–Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015-20
 - 3] Purchase Order No.
- c] Certificate of origin issued by the concerned Chamber of Commerce.
- d] Certificate of weight issued by internationally reputed Independent Surveyor.
- e] Certificate of Load port quality/analysis issued by internationally reputed independent surveyor.
- f] A certificate from the Seller stating that e-mail has been sent to FACT's underwriters for insurance purposes.
- g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.

In case of payment by LC the above mentioned documents shall be sent to LC issuing bank and scanned copy of documents shall be forwarded to following email nikhilkumar@factltd.com shima@factltd.com sivaram@factltd.com.

In case of payment by TT/RTGS the above mentioned documents shall be couriered to Deputy General Manager (RM)- PD admin building, Eloor Kochi, Kerala, 683501.

- 4.2 All charges towards obtaining the above documents shall be to the account of Seller.
5. Liquidated damages: The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This value shall be CFR as per Purchase Order. In case ship is delayed beyond one month, Clause 7 'Default' will be applicable.
6. Force Majeure:
- 6.1 If at any time during the existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, Acts of God and Acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution



of contract shall be rescheduled after considering FACT's production requirements and ullage.

- 6.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in 6.1 above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 6.3 If operation of such circumstances exceeds one month, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.
- 6.4 The Seller and/or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party, of the existence and termination of the circumstances preventing the performance of the Contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
- 6.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

7. Default:

In the event of any default by the Seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.

8. Determination of quality and quantity:

- 8.1 The quality and quantity of each shipment shall be determined at the load port by any of the following independent surveyor SGS / Intertek / Inspectorate (Bureau Veritas) / TUV Austria. The cost incurred towards the services of surveyor at load port (including issue of necessary quality and quantity certificates) shall be to Seller's account. However, FACT reserves the right to inspect the material or have the material inspected by another third party inspector prior to shipment with regard to both quantity and/or quality at FACT's cost, in which case, this certificate of quantity and/or quality shall be final.
- 8.2 Three representative samples of each shipment shall be taken by the surveyor, which shall be sealed and signed by the surveyor and the Seller. Two samples shall be placed on board the vessel for the consignee and one shall be retained by Seller. Two samples which are received by FACT acts as a reference samples for a period of 60 days from the date of completion of discharge unless a dispute has arisen in which case the sample shall be retained until the resolution of such dispute.



- 8.3 Offers with minimum 52% P2O5 of Phosphoric Acid shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Phosphoric Acid offered by them. Prorata rebate on CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder. If the analysis report of the sample taken at discharge port shows adverse variation compared to load port analysis as per FACT's assessment FACT shall intimate the same to Seller within 30 days of completion of discharge. If the difference is more than 0.15% P2O5, seller shall arrange to pay FACT the pro-rata rebate. In case of dispute, seller and FACT shall arrange for Joint analysis of the reference sample at sellers cost to the referee laboratory of International repute in India for analysis. The result of this reference sample shall be binding on both seller and buyer and shall be used for P2O5 prorata rebate. The seller's claim in this regard shall be limited to that of invoice value based on PO price. Accordingly, the payment for difference in P2O5 shall be paid by the Seller within 30 days of receipt of intimation from FACT.
9. In case shortage is equal to/ greater than 0.5% of the B/L quantity, the entire claim of shortage will be borne by the seller and it should be refunded at the rate of CFR price to Buyer. The shortage claim shall be settled and remitted by Seller to buyer within 30 days of receipt of claim.
10. Titles and Risk: Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2020, as amended from time to time.
11. Amendment of the Purchase Order:
Any amendment or modification to this Purchase Order shall be made in writing with the concurrence of the Seller, where required.
12. Law:
The governing law for this Purchase Order shall be Indian law. The proper language of the Purchase Order shall be English. The Seller agrees to submit himself to the Jurisdiction of Indian Courts of Law.
13. Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.
14. Arbitration Clause:
- (i) If the Seller is a Central Public Sector Enterprise / Central Government Department:
In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public 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 as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018."
- (ii) For contracts with Indian vendors other than (i) above:



If any dispute arises out of or relating to or in connection with this CONTRACT, between the Supplier 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 Arbitrators shall be three. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH. Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

- (iii) If the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country. The language of Arbitration shall be English.

15. Seller's Indian Agent:

The Seller shall disclose the name and address of his Indian agent/representative along with following information.

- 15.1 Indian Agent's registration Nos., their permanent income tax account number and GST Registration details.
- 15.2 Amount and nature of commission/remuneration.
- 15.3 As required in instructions to bidders, a copy of terms and conditions of the appointment of the Indian agent including the commission being paid to them to be furnished by the Seller. In case the Seller has no agent in India, the Seller shall certify that they have no agents in India and that no remuneration is to be paid to any Indian Party. If the seller does not indicate the name of his agent or representative in India, and the amount of commission payable to him in the offer, it will be assumed that no agent's commission is involved.
- 15.4 FACT shall deduct the Indian agent's commission, if applicable from the value of the Seller's invoice and pay to the Indian Agent in equivalent Indian Rupees (rate of exchange being the rate at which payment was made to Seller) by cheque, as per the agreed payment terms. In case Indian agents are foreign controlled company as defined Under Section 28 of the Foreign Exchange Regulation Act 1973 or any other Act as in force, certificate / permission from Reserve Bank of India / Government of India as the case may be that they are entitled to do the agency business and receive commission from buyers should be submitted.
- 15.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual



definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.

- 15.6 Should FACT suffer any loss or penalty because of the failure of the Seller to disclose the details mentioned above about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from them damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.
- 16.0 The Purchase Order against the enquiry shall be placed by The Fertilisers and Chemicals Travancore Limited (FACT LTD.). It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights out of or under this order.

Shipment terms for CFR Purchase**1. Vessel**

The vessel to be used for the transportation shall be of highest class Lloyds or equivalent, for carrying Phosphoric Acid in bulk and equipped to carry the product, flying any flag not boycotted by Indian Government. Nomination of the vessels by sellers shall be with the prior approval of buyers.

Vessel nominated shall conform to ISM code/Grain code for safe operations and pollution prevention and other statutory requirements of Indian/International Maritime Authorities, applicable for carriage of Fertiliser as relevant. The necessary clearance from port authorities on account of Age/Class/Flag to be obtained by supplier's/vessel owners. Non-compliance or lack of necessary supporting documents to show compliance with the above and consequent damages, if any, shall be to Seller's account.

As per Shipping Development Circular issued by DG Shipping, cargo vessels visiting an Indian Port on the West Coast or plying in the Indian territorial waters in the Arabian Sea or the Indian EEZ during the period of foul weather (being 1st June to 31st August), shall be less than 25 years of age. In case the ship chartered by the supplier is 25 years or more of age, the shipping agents of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owners' / suppliers' account and the same shall be excluded while calculating the lay time.

Note: In case the age of the ship chartered is above 20 years of age the overage premium shall be borne by seller.

All vessels calling at Cochin Port should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India. If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated 2 Aug'12 issued by Ministry of Shipping, well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.

DGS ORDER on Age Norms and other Qualitative Parameters w.r.t. vessels, F No 16-1701 1/5/2022-SD-DGS Dated 24.02.2023 [DGS Order No. 06 of 2023] shall be strictly followed.

Nominated vessel shall meet the requirements Cochin Port Berth Characteristics.

2. Draft / LOA

The Q10 Berth at Cochin can handle vessels up to 207 metres length and having a draft of 10.7 metres. The vessels nominated should conform to these requirements. Size of flange for connecting discharge hose is 200 NB.



3. Capacity etc.

The buyer(s) will nominate first discharge port with the quantity to be loaded. In no case quantity so loaded should exceed the draft permissible at the first nominated discharge port. The vessel must adhere to all port restrictions/regulations of discharge ports.

Sellers shall arrange transportation of the product in carriers, full/classed and approved as per institute classification clause. Seller shall ensure that the carriers maintain required tools and tackles, pipes, couplings, and flanges/reducers etc., which are required for smooth unloading of the product at the point of unloading.

Vessel to carry sufficient length of hoses suitable for connection to above flange to resort to unloading through hose, if necessary. Prior approval of the buyer shall have to be obtained for use of hoses.

Seller shall ensure that the owner of the vessel obtains certification by approved surveyors that the ship's cargo tanks and pipelines prior to loading of each shipment of the product are commercially free from any impurity whatsoever, including contaminated liquid, if any, which may remain in the ships, cargo tanks as residue from earlier shipments. Seller shall also ensure that cargo owner's rights of recovery against the ship owners would not be lost or waived in any manner in the Charter Party.

4. Prior notice of ETA

At least 3 days prior to the date of commencement of loading of the ship carrying the product, the seller shall notify the Buyer by e-mail of the quantity of product to be shipped (subject to restriction as at para-3 above), the value of the product and any other relevant details that may be required by the buyer.

As soon as the vessel has left Seller's Jetty, Seller shall notify Buyer by e-mail, the name of the vessel, date and time it left the jetty of the seller and the estimated date & hour when expected to call at the discharge port together with other details as may be required by buyer.

Further, seller shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to the buyer or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 2 hours, the seller shall either advise or arrange with the Master of the vessel so that the buyer is advised about the revised ETA of the vessel.

5. Arrival and NOR

5.1 After arrival of the vessel at the customary anchorage at the port of unloading, the Master or his agent shall give buyer or his agent notice by e-mail to buyer/their nominees confirming that the vessel is in all respects ready to discharge the product.



Laytime shall commence only 6 hours after receipt of Notice Of Readiness (NOR) or on berthing of vessel, whichever occurs first and shall end on disconnection of hoses, even if a vessel is already on demurrage. NOR shall be deemed to have been tendered at the first day time suitable high tide after vessel's arrival at the Port. Berth or no berth, lay time hereinafter provided shall commence upon the expiration of six hours after receipt of such notice or upon the connection of vessel's hoses to shore line hoses whichever is earlier.

- 5.2 However, when delay is caused to vessel getting into berth giving notice of readiness for any reason over which buyer has no control, such as non-availability of tide, the vessel not conforming to the limitations at the discharge port etc., such delay should not count as used lay time.
- 5.3 In the event of the vessel arriving prior to the agreed laydays at the Discharge Port, the lay time shall commence only from 6.00 AM of the first day of the laydays accepted by the buyer. However, the buyer can at his discretion arrange for discharge of cargo prior to laydays stipulated vide it is explicitly made clear that the receiver has no obligation to berth the vessel prior to commencement of the confirmed laydays.
6. Discharge Rates / Time for discharge (Lay time)

a) Discharge rates: The discharge rate at Q10 berth, Cochin is 700 MT per hour SHINC. In case of slower discharge rate by vessel, the lay time shall be increased proportionately.

b) Lay time: Min. 27 hrs. for each port of discharge or one hr. for every 600 MT of Phosphoric Acid or part thereof on bill of lading quantity of the respective consignment, whichever is higher, in addition to 6 hrs. NOR time. Seller shall guarantee the discharge rate of 700 MT per hour at port of discharge. In case of slower discharge rate by vessel, the lay time should be increased proportionately. Time lost on account of non-availability of night navigation, vessel missing the last day pilotage will not be to Buyer's account.

Any delay due to breakdown or inability of vessels facilities to discharge the product within the time allowed shall not count as used lay time. Time shall end counting from the moment discharging hoses or discharge arm is disconnected. Time consumed by the vessel in moving from the discharge port/anchorage in the discharging berth will not count as lay time.

7. Demurrage: Demurrage rate shall be as quoted in BOQ. If, however demurrage is incurred at the port of discharge by any reasons of fire, explosion, storm or by strike, lockout, stoppage or restraint of labour (inclusive of non-availability of pilot) or any other force majeure situations, no demurrage shall be payable.

FACT shall not be liable for any demurrage in the event of vessel coming after the laydays stipulated in LOI/order.

- 7.1 In the event of an order, if the demurrage rate of the vessel nominated is lower than that quoted in BOQ, the lower demurrage rate shall be applicable. In case the



demurrage rate of vessel nominated is higher than that quoted in the BOQ, the lower demurrage rate quoted in BOQ will only be considered.

8. Port dues: At discharging port, dues on vessel will be for the sellers/owner's account, but dues on product including import duties, taxes, and customs duties will be for Buyer's account.
9. Bill of Lading: The Bill of Lading issued for the product will stipulate any port in India. In case of deviation at buyer's request it is understood that all terms, conditions, exceptions of the B/L and affreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jason Clause, Both to Blame Collision Clause and General Average.
10. Quantity survey: On completion of unloading, a provisional receipt for the quantity received should be provided to the owner of the vessel by the Buyer.
11. Shortage: In case shortage is equal to/ greater than 0.5% of the B/L quantity, the entire claim of shortage will be borne by the seller and it should be refunded at the rate of CFR price to Buyer. Quantities will be determined on the basis of Survey report of Ship Tank Readings at discharge port. The shortage claim shall be settled and remitted by Seller to buyer within 30 days of receipt of claim.
12. Completion of discharge: The vessel shall have the liberty to sail immediately on completion of discharge unless obstructed by weather, fog or port conditions, for which Buyer shall not be responsible in any manner.



Annexure - G

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-PHOS-2024-1 dated 07/06/2024

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-PHOS-2024-1 dated 07/06/2024 and hereby confirms our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document/ Clause No	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:



Annexure- H

QUESTIONNAIRE FOR BIDDERS FOR SUPPLY OF PHOSPHORIC ACID

	Description	To be filled in by bidder
1.1.0	Name of the vendor	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	Contact Person(s)	
2.0.0	Company Particulars:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	Financial data:	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed) or Website link
3.0.0	Sourcing particulars:	
3.1.0	Whether Producer/ Trader	
3.2.0	If Producer:	
3.2.1	Location of mine of Producer	
3.2.2	Annual Production Capacity for Phosphoric Acid.	
3.3.0	If Trader:	
3.3.1	Name and address of producer from where Phosphoric Acid is proposed to be sourced	
3.3.2	Annual production capacity of Phosphoric Acid of producer stated above	



4.0.0	Loading Port(s) details:	
4.1.0	Name(s) of the loading port(s)	
4.2.0	Loading rate(s) of the port(s)	
4.3.0	Sailing time from port of loading to Cochin	
5.0.0	Third party inspection agency/ agencies to be involved for certifying quality and quantity at load port	
6.0.0	Documentary evidence for sale of Phosphoric Acid in India/abroad for the last three years as on the date of Application for Pre- qualification.	(Details to be given as per Annexure-K and documents indicated therein to be enclosed).
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:	
7.1.0	Indian Agent's Registration Number	
7.2.0	Permanent Income Tax Account Number	
7.3.0	GST Registration details	
7.4.0	Nature of commission/remuneration	
7.5.0	Copy of Terms and Conditions of appointment	(Document to be enclosed)



8.0.0	Details of Authorized Signatories:		
	Name	Designation	Signature
1			
2			
3			

9.0.0 Any other details:

Place

Signature

Date

Name

Designation (Authorized (Authorized Signatory)

Seal

Notes:

- 1.0 All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
- 2.0 Wherever enclosures are specified in the questionnaire, the same shall be enclosed.
- 3.0 FACT reserves the right to verify any of the statements enclosed along with the Application for Pre-qualification. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.



Annexure - I

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Please note that all bank guarantees against the above referred enquiry shall be issued and confirmed by the banks approved by FACT. The list of banks approved by FACT is attached.

A) **List of Scheduled Public Sector Banks**

1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

B) **List of Scheduled Private Sector Banks**

1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd



16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt

D) FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank,
14. Standard Chartered Bank.

Note: If Bank Guarantee is issued from a foreign branch of an Indian bank, then confirmation from Indian branch is necessary. If Bank Guarantee is issued from a foreign bank, then counter guarantee from Indian bank is necessary.

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Annexure- J

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY
DEPOSIT (PERFORMANCE GUARANTEE BOND)

(TO BE OBTAINED FROM A NATIONALISED BANK ON STAMP PAPER WORTH RS.500/-).

The Fertilisers and Chemicals Travancore
Limited, Udyogamandal P.O.

Cochin - 683 501

WHEREAS FACT -Head Office, a Division of The Fertilisers And Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s.....

.....hereinafter called Seller) for supply of and whereas it is one of the conditions of said purchase order that the Seller shall either remit a sum of USD(US Dollars.....only) or furnish Bank Guarantee for USD..... (US Dollarsonly) as security deposit for due fulfillment of said purchase order by said Seller.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above purchase order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of USD..... (US Dollars..... only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Seller of any of the terms and conditions contained in the said purchase order.

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount upon fist 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 the Guarantee

We undertake to pay to Company any money so demanded notwithstanding any dispute or disputes raised by the said Seller in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

Payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the said Seller 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 Purchase order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

We further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Seller and either to enforce or forebear from enforcing any of the terms and conditions governing the said Purchase 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 Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be effected by any change in the constitution of the Bank or the Company or the said Seller nor shall this guarantee be affected by any change in the constitution of the Company or the said Seller 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 three months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding USD..... (US Dollarsonly).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.



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

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

Dated this day of Two thousand and Twenty-Four

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.



INTEGRITY PACT

(To be executed on plain Paper)

Enq. no.

INTEGRITY PACT

Between

The Fertilisers 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 cartelization 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:

Witness1:
(Name & Address)

Witness 2:
(Name & Address)

CORPORATE MATERIALS

PD ADMINISTRATIVE OFFICE BUILDING, UDYOGAMANDAL-683501, KOCHI, KERALA, INDIA

GST No:32AAACT6204C1Z2

TEL:0484-2568363

0484-2568267

Email:nikhilkumar@factltd.com

DRAFT PURCHASE ORDER

P.O.NO. MM/190//4700000XXX dated XX.XX.2024

Vendor Code:

Address:

Dear Sirs/Madam,

Ref. No:

1. Our Enquiry No: MAT-RM-PHOS-2024-1 dated XX.05.2024
2. Your offer dated XX.XX.2024 submitted against our above referred enquiry and subsequent correspondences

Please acknowledge receipt of this P.O. Ensure delivery as indicated. Please execute P.O. as per Terms and Conditions overleaf/ attached. If acknowledgement is not received within 15 days, it will be deemed that our P.O. is accepted in TOTO.

Consignee address, invoicing address and ECC No for the given items: -

Consignee
MANAGER STORES
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED
COCHIN DIVISION,
AMBALAMEDU,
AMBALAMEDU,
ERNAKULAM,
KOCHI 682303
Kerala, India
TEL: 0484 2723324, 2723724

Invoicing Address
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED
COCHIN DIVISION,
AMBALAMEDU,
AMBALAMEDU,
ERNAKULAM,
KOCHI 682303
Kerala, India

ECC No: AACT 6204 CXM 002

SI NO	Material Code/ Desc	Quantity	Unit	Rate (USD)	Cost (USD)
<hr/> Common description for the items below: Nil <hr/>					
1	680421701		Metric Ton	-----	-----



Specification

Element	Element in % in Wt/Wt
P2O5 as Phosphorous Pentoxide	52.0 min
H2SO4 (as SO3)	4.0 max
CaO	0.5 max
R2O3 (Fe2O3 and Al2O3)	3.75 max
F	1.8 max
MgO	1.0 max
Cl	0.05 % Max
Suspended solids	2.5 max

Total: ----- (USD)

Total PO Value in USD: -----

Terms and Conditions:

Price Basis Costs and freight Cochin, India
Final Delivery Due Date 21.08.2024
Transit Insurance By FACT



Security Deposit (SD): SD to be furnished as per cl. No.2 of Annexure E of the enquiry.

Customs Duty: Shall be as applicable.

Quantity and Parcel:.

Price:.

Discharge/Demurrage: (Laytime):

Origin:

Port of Discharge: Cochin (India).

Payment: As per the Clause 3. of Annexure E of the enquiry

Beneficiary:

Address:

Advising Bank:

Bank name:

Address:

Swift Code:

All other terms and conditions shall be as per, Enquiry Notice, Terms and Conditions for purchase and Shipping Terms for CFR contract.

Arrival at Cochin: on or before 21.08.2024

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXXX

L/C PROFORMA

FROM: Name of Bank

TO _____

TEST DATED FOR USD _____

We hereby establish our irrevocable letter of credit Number _____ dated _____ IN FAVOUR OF M/s _____ BY ORDER OF M/S THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED UDYOGAMANDAL 683501 KOCHI KERALA INDIA

FAX NO.

VALUE: USD _____ (Say USD _____ only)

EXPIRY: LC EXPIRES IN _____ (COUNTRY) ON _____ (DATE).

PRICE : USD _____ PMT, CFR LESS AGENCY COMMISSION @ _____ PMT (IFAPPLICABLE).

COMMODITY: PHOSPHORIC ACID

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship 10000 MT Phosphoric acid solution (5200 MT +/-5% Minimum P2O5) plus/minus 5 PCT of quantity of merchandise. Available by drafts at sight/usance drawn on applicants for hundred percent of invoice value duly marked with our LC no. and date and accompanied by the following documents:

DOCUMENTS REQUIRED

Three original clean shipped on board bill of lading (plus three non-negotiable copies) marked freight payable as per charter party, consigned to order of the Issuing bank and notify the applicant. IUPAC name and CAS no of Phosphoric Acid to be mentioned in Invoice & BL

Three signed commercial invoices and three copies of the same based on the bill of lading quantity.

The invoice should show the following:

- 1) Bill of lading number and date.
- 2) Import license no: 1088000631

3) Purchase order reference:

4) IUPAC name and CAS no

One original and four copies of certificate of origin issued by competent authority.

One original and four copies of certificate of quality/analysis OR sampling and analysis quality issued by independent surveyor.

One original and four copies of certificate of quantity or weight issued by independent surveyor.

Certificate from the beneficiary that the goods supplied is in accordance with our purchase order NO

ADDITIONAL CONDITIONS

A) L/c opening charges and bank charges in india shall be to fact's account. all charges outside india, including confirmation charges, in case confirmation is required, will be to seller's account.

B) Specifications, price, insurance, payment terms etc as per relevant tender/ purchase order.

C) All others terms and conditions as per po -----dt -----/ tender no.mat-----
--- dated -----

Note: All conditions are subject to change based on the issuing Bank's requirement.