

**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD**

CORPORATE MATERIALS, PD ADMINISTRATION BUILDING  
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501  
TEL: 0484 2568233 / 2568363

Email: [sivaram@factltd.com](mailto:sivaram@factltd.com); [shima@factltd.com](mailto:shima@factltd.com), [akash@factltd.com](mailto:akash@factltd.com)

**TENDER FOR SUPPLY OF SULPHURIC ACID**

**Enquiry No. MAT-RM-SA-114 dated 17/08/2023**

FACT requires two shipments each of 10000 MT +/- 5% – 12000 MT +/- 5% Sulphuric Acid for arrival at Cochin port, India during 3<sup>rd</sup> – 7<sup>th</sup> October, 2023 and 20<sup>th</sup> – 25<sup>th</sup> October, 2023 respectively. Interested bidders may please visit Central Public Procurement Portal (<http://eprocure.gov.in>) for tender details. Any change / extensions to this tender will be informed only through CPP Portal and will not be published in newspapers.

**Due date / Time for submission of Bids: 23/08/2023 - 15.00 Hrs. IST.**

**Deputy General Manager (Raw Materials)**

दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड  
निगम सामग्री, पी डी प्रशासनिक भवन  
उद्योगमंडल, कोच्ची, केरल, भारत - 683 501.  
दूरभाष: 0484 2568233 / 2568363

ई-मेल: [sivaram@factltd.com](mailto:sivaram@factltd.com); [shima@factltd.com](mailto:shima@factltd.com), [akash@factltd.com](mailto:akash@factltd.com)

सल्फ्यूरिक एसिड की आपूर्ति के लिए निविदा

पूछताछ सं. MAT-RM-SA-114 dated 17/08/2023

एफ ए सी टी को क्रमशः 3-7 अक्टूबर, 2023 और 20-25 अक्टूबर, 2023 के दौरान कोचीन बंदरगाह, भारत में आगमन के लिए 10000 मी ट +/- 5% - 12000 मी ट +/- 5% सल्फ्यूरिक एसिड के दो शिपमेंट की आवश्यकता है। इच्छुक बोलीदाता निविदा विवरण के लिए कृपया केंद्रीय सार्वजनिक खरीद पोर्टल (<http://eprocure.gov.in>) पर जा सकते हैं। इस निविदा में कोई भी परिवर्तन/विस्तार केवल सी पी पी पोर्टल के माध्यम से सूचित किया जाएगा और समाचार पत्रों में प्रकाशित नहीं किया जाएगा

बोली जमा करने की नियत तिथि/समय: 23/08/2023 - 15.00 बजे आईएसटी.

उप महाप्रबंधक (कच्चे माल)

**ENQUIRY NOTICE**

**ENQUIRY NO. MAT-RM-SA-114 DATED 17.08.2023**

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 through on-line bidding through CPP portal, GOI (eprocure.gov.in) in Single bid format as explained in Instructions to Bidders (**Annexure-2**) for the supply of Sulphuric Acid as per the details given below and as per enquiry documents attached.

1.0 Material: Sulphuric Acid as per specifications attached at Annexure-1.

2.0 Quantities and delivery schedule:

2.1

Shipment	Quantity	Arrival laycan at Cochin
1 <sup>st</sup> Shipment	10,000 - 12,000 MT +/- 5%	3 <sup>rd</sup> October-7 <sup>th</sup> October, 2023
2 <sup>nd</sup> Shipment	10,000 - 12,000 MT +/- 5%	20 <sup>th</sup> October-25 <sup>th</sup> October, 2023

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

3.0 Price:

(a) Prices shall be quoted as per the BOQ attached with the tender documents (**Annexures - 6**). Bidders are also requested to offer credit up to 180 days. The credit period offered and the applicable rate based on the credit period shall be indicated in the BOQ.

(b) 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.

(c) In case of import CFR rates are to be quoted. Bidders are also requested to offer credit up to 180 days. The credit period offered and the applicable interest rates based on the credit period shall be indicated in the BOQ. Prices shall be quoted as per BOQ (**Annexure-6**). Please note that bids with

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clause “Delivery, Shipment etc. subject to availability of suitable vessel” shall be liable to be rejected.

4.0 **Earnest Money Deposit (EMD):** Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed at para 3.0 of Instructions to Bidders (**Annexure-2**). EMD is exempted in the case of certain category of bidders (please refer para 3.0 of Instructions to Bidders).

5.0 **Pre-qualification criteria:**

The Vendor shall be either:

A. **Manufacturer of Sulphuric Acid**, who should have:

(i) Facilities to produce at least 50,000 MT Sulphuric Acid per annum.

Copy of document (such as Catalogue etc.) showing facilities and quality/analysis report showing all parameters as per FACT specifications of Sulphuric Acid, duly attested by the authorized signatory shall be furnished as documentary evidence.

(ii) Experience in supply of at least one shipment of 10,000 MT Sulphuric Acid on CFR basis during any of the preceding three years as on the date of submission of offer.

Copies of Purchase Orders/BL's / Invoices for the supplies, duly attested by the authorized signatory shall be furnished as documentary evidence in support of the above.

Or

B. **Trader**

(1) Who has experience in supply of at least one shipment of 10,000 MT Sulphuric Acid or any liquid cargo on CFR basis during the preceding three years as on the date of submission of offer. Copies of Purchase Orders/ B/Ls /Invoices in support of the above are to be furnished.

(2) Manufacturer's back up as below-

(i) Certificate issued by the Sulphuric Acid Manufacturer's Authorized signatory, confirming to back up the trader, with respect to quality and quantity.

(ii) Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Sulphuric Acid Manufacturer.

**Note:**

Vendors who are already in the prequalified vendor list of FACT valid up to 02.09.2023, need not submit the prequalification documents and shall be eligible for participating in this tender.

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6.0 Payment terms: As per article 9 of Standard terms and conditions of Purchase (Annexure-3).

7.0 Evaluation of Bids:

Evaluation will be done on landed cost at Cochin Port on shipment to shipment basis including Insurance charges, applicable port dues, customs duty, excise duty, Sales Tax etc. based on the CFR price on Cash basis and with 180 days credit and FACT will have the option to choose the cheaper option. In case a bidder does not quote for 180 days credit or has offered credit for a period shorter than 180 days, the same will be loaded with interest @ 7.5% pa. for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price will be the SBI TT Selling Rate on the date of opening of the tender. If the payment is through LC, SBI bill selling rate/forward cover rate will be applicable. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation. For working out Customs Duty, the Exchange rate will be as declared by Customs applicable for the date of opening of the bid.

8.0 If payment quoted is through LC, bank charges as below will be loaded for evaluation:

Current foreign LC charges are as follows;  
Foreign LC charges: **0.01% p.a**  
Inland LC Charges: **0.175% p.a.**  
Charges applied for actual number of days per annum basis.

9.0 **Due date and time of submission of Bids: 23.08.2023 - 15.00 hrs. IST.**  
**Due date and time of opening of Bids: 23.08.2023 - 15.30 hrs. IST.**

10.0 Bids shall be valid for 10 days from date of opening.

11.0 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.

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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.

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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.

Thanking you  
For The Fertilisers and Chemicals Travancore Limited

Dy. General Manager (Materials) RM  
FACT Ltd., Kochi.

Documents enclosed:

1. Annexure 1 - Specifications of Sulphuric Acid.
2. Annexure 2 - Instructions to Bidders.
3. Annexure 3 - Standard Terms and Conditions for Purchase
4. Annexure 4 - Shipment terms for CFR contract.
5. Annexure 5 - Compliance statement.
6. Annexure 6 - BOQ
7. Annexure 7 - List of Banks.
8. Annexure 8 - Proforma of Bank Guarantee in lieu of Security Deposit.
9. Annexure 9 - Format for Integrity Pact
10. Annexure 10 - Questionnaire for pre-qualification of vendors for supply of Sulphuric acid
11. Annexure 11 - Details of previous supplies

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**ANNEXURE - 1**

Sulphuric Acid of 98% concentration minimum as per IS 266/1977

**SPECIFICATION**

<b>Sl. No.</b>	<b>Components</b>	<b>Percentage</b>
1	H <sub>2</sub> SO <sub>4</sub>	98% min
2	Residue on Ignition	0.2% max
3	Iron	0.05% max
4	Lead	0.005% max



INSTRUCTIONS TO BIDDERS

1. Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, having Registered office at Udyogamandal, Cochin, Kerala and its various Divisions. This enquiry is sent by Corporate Materials, FACT - Head Office, Udyogamandal.

Bidder: Shall mean the firm/manufacturer/trader/individual who submits bid in response to this enquiry.

Seller: Shall mean the firm/manufacturer/trader/individual on whom FACT places the Purchase Order.

2. Bidders shall study carefully the Enquiry Notice, Instructions to Bidders and all Terms and Conditions attached along with this enquiry. 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.

3. **Earnest Money Deposit (EMD):**

Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed below:

EMD shall be USD 1 PMT (USD One Per MT) for the offered quantity. Bidder shall submit EMD along with their bid in the form of RTGS/NEFT payment.

The details of our bank for remitting EMD is as given below:  
STATE BANK OF INDIA, COMMERCIAL BRANCH, VANKARATH TOWERS, PADIVATTOM,  
KOCHI, KERALA PIN 682 024 Phone 0484-2340028 / 29  
A/C NO.: 10590232386, IFS CODE - SBIN0004062 SWIFT - SBININBB245  
TYPE: CC ACCOUNT

The RTGS/NEFT remittance towards EMD has to be made and the details should be submitted along with the bid.

Bids without EMD are liable to be rejected.

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 may be allowed by FACT, based on written request. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

EMD is exempted in the case of vendors who have supplied Sulphuric Acid 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

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such as Bill of Lading and also feedback from the buyer regarding acceptance of the material.

**4. Submission /opening of bids:**

**Bids shall be submitted on single part**, as detailed in the Instructions to Bidders vide Annexure - 2.

**Bid shall be the Techno-commercial bid and shall consist of the following:**

1. Annexure 1 - Specifications of Sulphuric Acid.
2. Annexure 2 - Instructions to Bidders.
3. Annexure 3 - Standard Terms and Conditions for Purchase
4. Annexure 4 - Shipping terms for CFR contract
5. Annexure 5 - Compliance statement.
6. Annexure 6 - Price Bid (BOQ)
7. Annexure 7- List of Banks
8. Annexure 8- Proforma of Bank Guarantee In lieu of Security Deposit
9. Annexure 9- Format for Integrity
10. Annexure 10 - Questionnaire for pre-qualification of vendors for supply of Sulphuric acid
11. Annexure 11 - Details of previous supplies

Annexures 1 to 5 shall be signed and sealed by the Authorized Signatory of the bidder on all pages.

Annexure- 5 shall indicate deviations, if any, in the terms of the enquiry documents (Enquiry Notice and all Annexures) as offered by them, referring the relevant Annexures/clauses.

Bidders are required to quote their rates strictly in the Price Bid (BOQ).

Bid consisting of **Annexures 1 to 5** and the EMD shall be submitted in the Techno-commercial bid. In case the bidder is eligible for exemption from submission of EMD, the documentary evidence and feedback from buyer required as per para 3 above is to be submitted along with bid.

Note:

1. The vendors who are already in the prequalified vendor list of FACT for Sulphuric Acid valid up to 02.09.2023 need not submit Annexures 10 & 11.
2. Those vendors who are not part of the same pre-qualified FACT vendor list for Sulphuric acid should submit the valid documents to satisfy the prequalification criteria, Annexures 10 & 11 along with requisite documents signed and sealed by the Authorized Signatory of the bidders on all pages.

**Due date and time for submission of bids: As per para 8 of Enquiry Notice.**

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Bids shall be opened at the Materials Department, FACT Petrochemical Division, at Udyogamandal in the presence of bidders or their authorized representatives who may be present. Bidders' representatives attending the bid opening shall bring with them the authorization from the bidder.

**Due date/Time for opening of Bids: As per para 8 of Enquiry Notice.**

5. The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us
6. Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, lay time, payment terms and shipment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.
7. The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
8. The bid shall be signed by authorized persons only.
9. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
10. In order to meet the quantity indicated in the tender, FACT, at its option, reserves the right to award the contract to more than one bidder and apportion the quantity in such manner as deemed suitable, depending on the quantity / delivery schedule offered.
11. PURCHASE PREFERENCE:

FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing Government Policy/rules, for procurement of Sulphuric Acid.

**MAKE IN INDIA**

- A. Sulphuric Acid procured through shipments is not divisible in nature. For items non divisible in nature, purchase preference shall be applicable only to Class I local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order no. P-45021/2/2017-PP (BE-II), and amendments thereto, subject to orders issued by Dept. of Fertilisers, Govt. of India.
- B. For the purpose of extending purchase preference as in Cl.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

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- C. Class I Local Suppliers quoting within the price band prescribed in 2 above (in ascending order) shall get purchase preference over Non-local supplier as per the following procedure, subject to conditions as mentioned therein.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class I local supplier, the contract will be awarded to L1.
  - ii. If L1 is not Class I local supplier, the lowest bidder among the Class - I local supplier will be invited to match the L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference as in Cl.2 above, and contract shall be awarded to such Class I local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible Class I local supplier fails to match the L1 price, the Class I local supplier with the next higher bid within the margin of purchase preference as in Cl.2 above, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
  - iv. Class II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- D. To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. All documents/certificates as per the requirement in this regard may be submitted along with the offer failing which those offers will not be considered for purchase preference under the order referred in cl. 1.
- i. The Class I local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier. They shall also give details of the location(s) at which the local value addition is made.
  - ii. In cases of procurement for a value in excess of Rs.10.0 Cr, the Class I local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
12. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids or cancel this enquiry without assigning any reason(s) whatsoever.

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13. 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-9 of the Enquiry. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed  
Flat 902, Saikrupa Hill View,  
Golf Course Road, Sector -12. Kharghar, Navi Mumbai-410210  
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 along with the bid. In case the bid is submitted by email, scanned copy of the Integrity Pact duly signed by the bidder shall be submitted along with the 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 Akash Rajan, AM(Mat),Phone: 0484-2568363, e-mail: akash@factltd.com.

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

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**STANDARD TERMS AND CONDITIONS FOR PURCHASE**

1. Product: Sulphuric Acid as per specification vide Annexure - 1.

2. Packing & Delivery : In bulk shipment of:

(10000 MT - 12000 MT) +/-5% for the 1<sup>st</sup> shipment

(10000 MT - 12000 MT) +/-5% for the 2<sup>nd</sup> shipment

3. Quantity & Quality:

Quality & Quantity as determined by Independent Surveyor at Load port, appointed by the Seller at Seller's costs shall be taken for billing. At discharge port, quantity and quality shall be determined by an Independent Surveyor appointed by the Buyer at Buyer's costs. In case of shortage in excess of 0.5% of B/L quantity as determined at the disport, Seller shall compensate Buyer for the shortage between the Invoice quantity and the quantity determined at the discharge port, in excess of 0.5%.

4. Security Deposit:

The successful bidder shall be required to submit a performance guarantee bond equivalent to 1% of the value towards Security Deposit (SD) for the faithful performance of the contract. The performance guarantee shall be in the form of Bank Guarantee (BG) in the prescribed form as per Annexure 8 of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - 7 of the enquiry documents.

The requirement of Security Deposit is exempted in the case of vendors who have supplied Sulphuric acid 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.

The bank guarantee towards SD shall be valid till the completion of the period of contract as per the Order with a claim period of 6 months. Security Deposit shall not carry any interest.

5. Delivery period: Delivery period shall be as specified in the Purchase Order.

6. Insurance: FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Cochin shall be emailed to the Asst. General Manager[Mat]/RM, [E-mail: shima@factltd.com / akash@factltd.com Phone:91-484-2568620, 91-484-25683] and our underwriters THE NEW INDIA ASSURANCE COMPANY LIMITED,ERNAKULAM CORPORATE BUSINESS OFFICE(860000),KOTTAKKAL ARYA VAIDYASALA BUILDING,M G Road, ERNAKULAM - 682016

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Mr. Bibin K B, Designation : Assistant Manager, Mobile & land line : 9400687118, 0484- 2375273, E Mail id : bibin.kb@newindia.co.in, Athira Prabhakar, Designation : Deputy Manager, Mobile & land line : 9946691523, 0484-2375273, E Mail id : athira.prabhakar@newindia.co.in  
Phone: +919400687118, +917045652479, +919946691523

7. War risk: War risk premium for vessel and crew bonus, if any, payable to vessel owners as per C/P for calling at the nominated loadport, is to be borne by Seller.

8. Freight Tax or other tax at loadport: To be borne by Seller

9. Payment:

In the case of vendors who have supplied Sulphuric by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening, payment shall be by Cash Against Documents (CAD) thro' RTGS or by LC as finalized, after receipt and acceptance of the material at Disport. In case of L/C, buyer's bank charges including LC opening charges shall be to buyer's account. Seller's bank charges including confirmation charges, if required by seller, shall be to Seller's account. In case of supply to other fertilizer companies in India, this payment term 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.

In the case of bidders who have not supplied Sulphuric 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 Cash Against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by FACT.

Payment will be made immediately or on due date after expiry of the credit period, if any, on presentation of the following documents

- a) Original Bill of lading - 3 Original & 3 non-negotiable.
- b) Certificate of Origin (\*) - 3 copies.
- c) Certificate of Quality Analysis - 3 copies
- d) Certificate of Quantity - 3 copies.
- e) Commercial invoice - 5 copies
- (\*) To be countersigned and stamped by the Chamber of Commerce of the relevant country.

10. Import License: Under OGL - not specified in Negative List.

11. Seller's Indian Agent:

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

11.1 Indian Agent's registration Nos., their permanent income tax account number and Service Tax Registration details.

11.2 Amount and nature of commission/remuneration.

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- 11.3 A copy of terms and conditions of the appointment of the Indian agent including the commission being paid to them shall be furnished along with the bid. 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 agents' commission is involved.
- 11.4 FACT shall deduct the Indian agents 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 the 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 enclosed along with the bid.
- 11.5 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.
- 11.6 Should we 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.
12. Liquidated Damages:  
The agreed shipment dates shall be firm and shall be treated as the essence of contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of ½% of the value of shipment for every week of part thereof delay subject to a maximum of 2% of the value of shipment. This value shall be either FOB or CFR as per the option exercised by FACT.
13. Force Majeure
- i) If at any time during 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 commotion, 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 and closure of discharge berths, then the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc.
  - ii) Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
  - iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither

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Seller nor FACT shall have the right to claim eventual damages from each other.

- iv) The Seller 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 or 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.
- v) Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

14. 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.

15. 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.

16. Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.

17. Arbitration Clause

If any dispute(s) 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 the proceedings shall be in English. Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam, Kerala, India.

18. This Purchase Order is placed by FACT, The Fertilisers and Chemicals Travancore Limited. 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 on this order.

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SHIPMENT TERMS FOR CFR CONTRACT

1. Vessel

The vessel to be used for the transportation shall be of highest class Lloyds or equivalent, for carrying Sulphuric 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.

As per Shipping Development Circular issued by DG Shipping, gas carriers visiting an Indian Port on the West Coast or plying in the Indian Territorial waters in the Arabian Sea or the Indian EEZ during then period of foul weather (being 1<sup>st</sup> June to 31st August) shall be less than 25 years age.

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 the Vessel Owner from Ministry of Shipping, Govt. of India as per circular no. SR-12020/2/2011-MG dated 2<sup>nd</sup> August 2012 issued by Ministry of Shipping, well in advance of the vessel's arrival, failing which permission will not be granted by Port for berthing of the vessel.

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

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. The draft given is only an indication and actual draft available during ETA should be ascertained before loading vessel. 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.

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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 Ammonia, 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 fax/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 fax/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 letter, telephone, telegraph, wireless, fax, 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 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.

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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 Sulphuric 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 per Charter Party applicable. Copy of C/P to be furnished. If, however, demurrage is incurred at the port of discharge by any reason over which FACT have no control including but not limited to fire, explosion, storm or by strike, lockout, stoppage or restraint of labour by breakdown of machinery or equipment in or about the plant/unloading facilities of FACT or any other force majeure circumstances, no demurrage shall be payable.

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.

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10. Quantity survey.

The Master of the vessel, his officers or his agents, have the right to observe and inspect the Buyer's facilities and the independent surveyors have the right to ensure by inspection that satisfactory method of assessment of quantity is applied. On completion of unloading, a provisional receipt for the quantity received should be provided to the owner of the vessel by the Buyer in agreement with the Surveyor.

11. Shortage

Shortage in excess of 0.5% of the B/L quantity will be borne by the seller and will be paid at the rate of CFR price to Buyer. Quantities will be determined on the basis of Survey report of Terminal shore Tank Readings at discharge port (refer clause 3 of Standard Terms and Conditions of Purchase- Annexure-3). 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.

13. Documents

Immediately on sailing of a vessel, the seller shall despatch directly to the buyer, two negotiable sets of the following documents by courier.

- a) Two of the three negotiable copies of clean Bill of lading in long term from marked "Freight pre-paid" and seven copies of non-negotiable B/L.
- b) Commercial invoice - 3 copies.
- c) Certificate of Origin - 3 copies
- d) Analytical Report - 3 copies
- e) Survey Report - 3 copies.

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**COMPLIANCE STATEMENT**

Ref: Enquiry No. MAT-RM -SA-114 dated 17/08/2023

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-SA-114 dated 17/08/2023 and hereby confirm 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:

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Date:

**Annexure - 7**

**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 given below:

**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.

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**C) 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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**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT  
(PERFORMANCE GUARANTEE BOND)  
(To be obtained from a Nationalized / Scheduled Bank on Stamp Paper of Rs. 500/-).**

The Fertilisers and Chemicals Travancore Limited,  
Udyogamandal P.O.  
Cochin - 683 501

WHEREAS FACT - Head Office, a Division of 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 the supplier) for the supply of ..... and whereas it is one of the conditions of the said purchase order that the Supplier shall either remit a sum of USD.....(US Dollars.....only) or furnish a Bank Guarantee for USD..... (US Dollars .....only) as security deposit for the due fulfillment of the said purchase order by the said Supplier.

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 Supplier 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 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 demands. 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 in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

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

We ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Supplier 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

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said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier 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 Supplier nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier 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 thereunder. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding USD..... (US Dollars ..... only).

Any notice by way of request, demand or otherwise hereunder may be 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 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, India, 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 .....

For (Name of Bank) :

Authorised Official :  
Name :  
Designation :

Place:

Full address of the Branch issuing this guarantee.

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**INTEGRITY PACT**

(To be executed on plain Paper)

Enquiry. no. MAT-RM-SA-114

**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

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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.

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#### **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.

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(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.

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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:

Witness 2:

(Name & Address).....

(Name & Address).....

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**QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF  
SULPHURIC ACID**

- | <u>Description</u> | <u>To be filled in by the<br/>vendor</u>          |
|--------------------|---|
| 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              | Fax Numbers                                       |
| 1.6.0              | Contact Person(s)                                 |
| 2.0.0              | <b>Company Particulars:</b>                       |
| 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              | <b>Financial data:</b>                            |
| 2.5.1              | Sales turn-over for the last three years          |
| 2.5.2              | Profit after tax for the last three years         |

**3.0.0 Sourcing particulars:**

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3.1.0 **Whether Producer/ Trader**

3.2.0 **If Producer:**

3.2.1 Location of Plant of Producer

3.2.2 Annual Production Capacity for Sulphuric Acid in each Plant

3.2.3 Typical Analysis Report of Sulphuric Acid produced in each Plant duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given in **Annexure 1**.

**(Document to be enclosed)**

3.3.0 **If Trader:**

3.3.1 Name and address of producer from where Sulphuric Acid is proposed to be sourced

3.3.2 Annual production capacity of Sulphuric Acid in each Plant stated above

3.3.3 Letter(s) issued by the Sulphuric Acid Producer's authorized signatory confirming to backup with respect to quality and quantity

**(Document to be enclosed)**

3.3.4 Typical Analysis Report of Sulphuric Acid produced in each Plant showing parameters of specification as given in **Annexure 1**, duly attested by the producer's authorized signatory

**(Documents to be enclosed)**

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

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quality and quantity at load port

6.0.0 Documentary evidence for sale of Sulphuric Acid or any other liquid cargo as per the pre-qualification criteria requirement in India/abroad for the last three years as on the date of submission of bid. (Details to be given as per **Annexure-11** 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 Agent's Permanent Income Tax Account Number

7.3.0 Agent's GST No.

7.4.0 Nature of commission/remuneration

7.5.0 Other Terms and Conditions of appointment

8.0.0 **Details of Authorized Signatories:**

	Name	Designation	Signature
1			
2			
3			

9.0.0 Any other details:

Signature

Name

Designation (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 **Annexure - 11**, duly completed also shall be enclosed attaching supporting documents as required.
- 4.0 FACT reserves the right to verify any of the statements enclosed along with the Pre-qualification documents. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.

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**DETAILS OF PREVIOUS SUPPLIES:**

Details of previous supplies of Sulphuric Acid or any other liquid cargo during preceding three years  
(as required under pre-qualification criteria).

Year	Purchase Order No./ Date	Description of Material	Quantity as per Purchase Order	Client	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge

Copy of Purchase Order(s)/Agreement(s) / Bill(s) of Lading / Invoice(s) in support of above shall be furnished.

Name

Date

Signature

Seal

Designation  
(Authorized Signatory)

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