

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; shima@factltd.com, nikhilkumar@factltd.com

TENDER FOR SUPPLY OF AMMONIA

Enquiry No. MAT-RM-A-161 dated 23/08/2023

FACT requires one shipment of 7500 MT +/- 5% Ammonia for arrival at Cochin port, India during 15th – 30th September, 2023. Interested bidders may please visit our website <http://www.fact.co.in> for tender details. Any change/extensions to this tender will be informed only through FACT website.

Due date / Time for submission of Bids: 30/08/2023 - 14.30 Hrs. IST.

Deputy General Manager (Raw Materials)

दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड

निगम सामग्री, पी डी प्रशासनिक बिल्डिंग

उद्योगमंडल, कोच्चि, केरल, भारत - 683 501

दूर: 0484 2568233 / 2568363

ई मेल: sivaram@factltd.com; shima@factltd.com, nikhilkumar@factltd.com

अमोनिया की आपूर्ति हेतु निविदा

पुस्तक सं. MAT-RM-A-161 dated 23/08/2023

एफ ए सी टी को 15 से 30 सितंबर, 2023 के दौरान कोचीन बंदरगाह, भारत में आगमन के लिए 7500 मीट्रिक टन +/- 5% अमोनिया की एक शिपमेंट की आवश्यकता है। इच्छुक बोलीदाता निविदा विवरण के लिए कृपया हमारी वेबसाइट <http://www.fact.co.in> पर जा सकते हैं। इस निविदा में कोई भी बदलाव/विस्तार केवल एफ ए सी टी वेबसाइट के माध्यम से सूचित किया जाएगा।

बोली जमा करने की नियत तिथि/समय: **30/08/2023 - 14.30** बजे।

उप महाप्रबंधक (कच्चा सामग्री)

**CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)**

**Petrochemical Division Administration Building,
Udyogamandal, Cochin – 683 501
Ph: 00 91 484 2568620/2568267/2568233**

[E-mail: sivaram@factltd.com/shima@factltd.com /nikhilkumar@factltd.com](mailto:sivaram@factltd.com)

ENQUIRY FOR AMMONIA

Enq. No. MAT-RM- A 161

23/08/2023

We invite your most competitive offer for supply of one shipment of liquid anhydrous Ammonia as per the details given below:

1.0 PRODUCT/GRADE: Liquid Anhydrous Ammonia (Fertilizer Grade), fully refrigerated at minus 33 deg. C or below, conforming to the specifications as given in para 2 of Annexure-II enclosed

2.0 PARCEL SIZE AND SHIPMENT SCHEDULE:

	Quantity	Arrival schedule at Kochi
1	7500 MT +/- 5%	During 15 th September- 30 th September, 2023

FACT retains the right to accept deviation in parcel size for the shipment at its sole discretion, in case of single offer / high price for the offer with parcel size as per tender.

If shipments are not available in the requested laycan, the vendors may offer the nearest available laycan which shall be considered if no offer is received with matching laycan / high price for the offer with matching laycan.

3.0 DUE DATE AND TIME

FOR RECEIPT OF BID : 30.08.2023, 14:30 hrs. IST

4.0 VALIDITY OF BID

: At least till 18:00 hrs. IST on 05.09.2023

5.0 PRICE

: CFR Cochin on cash basis and with 180 days credit basis are to be quoted and the terms of credit to be indicated.

In case of indigenous suppliers, price quoted shall be for delivery at FACT's site. Bids not conforming to the above are liable to be rejected.

Prices shall be quoted strictly in the format given below.

	Price	
	Cash	180 days
[a] CFR Cochin		

Evaluation of offers shall be based on landed cost of ammonia at FACT's site for determining the L1 bidder as detailed in clause 13 (b) below.

6.0 FIRM PRICE AND QUANTITY:

Offer shall contain the quantity committed. Also firm price shall be quoted. Conditional Bids with clauses like "subject to availability", "Price as on date of delivery", "Subject to Management's approval" etc. are liable to be rejected.

7.0 PRE-QUALIFICATION CRITERIA:

The Vendor shall be either:

a) Manufacturer of Ammonia, who should have:

i. Facilities to produce at least 50,000 MT Ammonia per annum.

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

ii. Experience in supply of at least two shipments of a total quantity of not less than 10000 MT Ammonia on CFR basis during any one 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 Manufacturer's authorized signatory shall be furnished as documentary evidence in support of the above.

Or

Traders who have experience in supply of at least two shipments of not less than total 10,000 MT of Ammonia, Benzene, Cyclohexane, Cyclohexanone, LNG, LPG, Crude Oil, Naphtha, Furnace Oil, Petrol, Diesel or Kerosene Oil on CFR basis during any one of the preceding three years as on the date of submission of offer."

Trader shall submit copies of Purchase Orders, B/Ls and Invoices in support of the supplies made by them.

Traders who have not supplied Ammonia in bulk to any buyer (inside or outside India) shall also submit the following documents along with their offer:

- i. Certificate issued by the Ammonia Manufacturer's Authorized signatory, confirming to back up their offer, 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 Ammonia Manufacturer.

Note: Vendors who are already in the prequalified vendor list of FACT valid up to 18.06.2025, need not submit the prequalification documents and shall be eligible for participating in this tender. Bidders who are not in the prequalified vendor list of FACT shall furnish the Pre-Qualification Questionnaire (Annexure – VIII and Annexure - IX), duly filled, attaching all supporting documents as required therein.

8.0 PAYMENT

Payment shall be by TT/RTGS, after receipt and acceptance of the material at Disport, immediately or after expiry of the credit period, if any. In case of L/C, only L/C opening charges and bank charges in India will be to buyer's account. All charges outside India including confirmation charges, in case confirmation is required, will be to seller's account.

In case of High Sea Sales, Exchange Rate for conversion of CFR price will be the RBI reference rate applicable on the due date of payment. In case the due date is a Bank holiday, the RBI reference rate applicable on the next working day will be applicable.

No advance payment shall be made.

IMPORTANT NOTE: In the case of bidders who have not supplied Ammonia by ship to FACT Ltd. during the preceding five 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.

9.0 TERMS & CONDITIONS

All other terms and conditions shall be as per Annexures I, II, and III.

10.0 EARNEST MONEY DEPOSIT: Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed at para 2.0 of Instructions to Bidders (Annexure-I)

11.0 We should be in receipt of your bid before **1430 hrs. IST** on the due date (ref. para 3 above), in sealed envelope, superscribing the Enquiry No. and due date, addressed to **Asst. Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin- 683 501.**

11.1 IMPORTANT: In case the bid is sent by e-mail, kindly send the same to a161@factltd.com only and **DO NOT** forward to any other e-mail ID of FACT Ltd. **Please do NOT send your bid by fax.**

12.0 Bids shall be opened at 1430 hrs. IST on the due date (ref. para 3 above) at the Administrative Office in the presence of bidders or their authorized representatives who may be present.

13.0 The following points may be noted while submitting your 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-motu basis will be summarily rejected and such action by bidders will be viewed seriously.

- b) Evaluation will be done on landed cost at Cochin Port including Insurance charges, applicable port dues, customs duty, GST 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 @7.50%** per annum for the balance period up to 180 days, for evaluation. Exchange Rate for conversion of CFR price will be the RBI reference 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. For working out Customs Duty, the Exchange rate will be as declared by Customs applicable for the date of opening of the bid.
- c) 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.
- (d) 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: 0.175% p.a

Charges applied for actual number of days per annum basis.

14.0 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.
- 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.**

Enclosed:

- | | | |
|--------------|------|---|
| 1. Annexure | I | - Instructions to bidders |
| 2. Annexure | II | - Terms and Conditions for Purchase |
| 3. Annexure | III | - Shipping terms for CFR contract |
| 4. Annexure | IV | - List of Banks |
| 6. Annexure | V | - Proforma of Bid Bond towards EMD. |
| 7. Annexure | VI | - Proforma of Bank Guarantee in lieu of Security Deposit. |
| 8. Annexure | VII | - Format for Integrity Pact. |
| 9. Annexure | VIII | - Questionnaire for pre-qualification of vendors for supply of Ammonia. |
| 10. Annexure | IX | - Details of previous supplies |



INSTRUCTIONS TO BIDDERS

Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its various divisions. This enquiry is sent by the Head Office.

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.

Contract value: Total all-inclusive price for the order quantity.

1.0. Submission of bids:

- a) Either the Indian agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product
- c) The bid shall contain as integral part of the same the following compliance statement:

"We have read understood and accepted the terms and conditions of purchase and related documents and submit offer as per technical specification given in Annexure-II."

Deviations, if any, should be clearly spelt out for our evaluation.

2.0 Earnest Money Deposit (EMD):

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

(A) Bidders who have NOT supplied Ammonia by ship to any buyer in India for the last 24 months ending as on the due date of submission of bid:

EMD shall be USD 5 PMT (USD Five per MT) for the offered quantity.

(B) Bidders who have supplied Ammonia by ship to any buyer in India for the last 24 months ending as on the due date of submission of bid:

EMD shall be USD 1 PMT (USD one per MT) for the offered quantity.

(C) The EMD is exempted in the case of vendors who have supplied Ammonia to FACT earlier.

Bidder shall submit EMD along with their bid in the form of RTGS payment or by Demand Draft or Bid Bond in the form of Bank Guarantee in the prescribed format. FACT's account details to enable RTGS payment, the List of banks from which Demand Drafts/BG is to be obtained (Annexure - IV) and Proforma of Bank Guarantees (BG) for Bid Bond (Annexure - V) are enclosed with the enquiry documents.

IMPORTANT:

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 remittance towards EMD has to be made and UTR Number informed to us by email/fax prior to the due date/time for submission of bid.

In case EMD is by Demand Draft or as Bid Bond, the same shall be enclosed along with the bid. The Demand Draft/ Bid Bond (in our Proforma as per Annexure V) shall be obtained from banks approved by FACT. List of the banks is attached as Annexure IV.

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).

- 3.0. Pricing:
 - 3.1. Prices shall be firm for CFR options.
- 4.0. 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. All rates shall be filled in figures and words. If there is any difference between the amount given in figures and words, the lower of the two shall be considered.
 - 4.1. The bids shall be signed by authorized persons only.
 - 4.2. Bidders shall study carefully the Terms and Conditions of Purchase, Shipment Terms for CFR Contract sent 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.
 - 4.3 Bids shall be addressed to the Asst. Officer (Administration), Central Bid Registration Cell, PD Administrative Building, FACT Ltd., Udyogamandal, Cochin - 683 501 and shall reach the above address not later than the time stipulated in the enquiry. If bids are sent by e-mail, it should be sent to a161@factltd.com within the due time. Delayed/late bids are liable to be rejected.

The following officer in Administration Department is authorized to receive bids.

Ms. Ancy Mathew, Officer (Administration)

- 4.4. Bidders representatives attending the bid opening shall bring with them the authorization from the bidder.
- 4.5. The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us.
- 5.0. 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.
- 6.0. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
- 7.0. Enquiry documents are not transferable.
- 8.0. Details required regarding Indian agent vide clause 19 of Annexure-II and its sub-clauses shall be submitted at the time of bidding.
- 9.0. Manufacturer's certificate

Traders who has not supplied to FACT in the past must furnish along with their offer, the name of the manufacturers and country of the origin together with an authority letter from the manufacturers to back-up their offer.

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-VII 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.

ANNEXURE-II

TERMS AND CONDITIONS FOR PURCHASE

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1. Product : Liquid Anhydrous ammonia (Fertiliser Grade) fully refrigerated at minus 33 deg.C or below.
 2. Specification
 - i) Ammonia (NH₃) : 99.5% by weight Min.
 - ii) Moisture : 0.5% by weight Max.
 - iii) Nitrogen (N₂) : 81.9% by weight Min.
 - iv) Oil : 10 ppm by weight Max.
 - v) Temperature at loading/unloading : Not warmer than about minus 33 degree C.
 - vi) Impurities : Negligible and in any case not more than 0.003 grams/100 mls

Method of Analysis : A.O.A.C.
 3. Packing & Delivery : In bulk
To be delivered at about minus 33 deg. C. or below temperature at ship's manifold.
 4. Quantity & Quality:

For certifying the quantity and quality, an independent international surveyor will be nominated by mutual agreement between the Seller and the Buyer. Inspection fees, at the loading port(s) are to the seller's account. A copy of the surveyor's report will be furnished by Airmail to Buyer so as to reach before the ship touches the disport.

5. Delivery period.

Delivery period shall be as specified in the Enquiry / Purchase Order. Delivery period shall be firm.

6. Draft / LOA

The South Coal Berth [SCB], (the berth for receiving Ammonia ships at the Cochin port) can handle vessels upto 183.6 metres length and having a maximum displacement of 44,100 MT, Maximum 35000 DWT, Max Beam of 27.6 metres and Max draft of 9.14 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.

- 6.1. The arrival draft of the vessel at Cochin Port shall be informed to FACT as soon as the loading is completed.

7. Rate of discharge at Cochin port : 700 MT per hour
8. Laytime and shipment terms : As given in Annexure III for CFR contracts.

9. Insurance

Insurance will be arranged by the buyer at their cost. However, overage insurance premium, if any, shall be borne by suppliers in case of CFR supplies.

10. 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.

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

12. Payment Terms:

Payment will be made after receipt and acceptance of the material at Disport, immediately or on due date after expiry of the credit period, if any, presentation of the following documents to the buyers.

- i) Original Bill of lading – 3 Original & 3 non-negotiable.
- ii) * Certificate of origin – 3 copies.
- iii) Analytical report - 3 copies
- iv) Survey report - 3 copies.
- v) Commercial invoice - 3 copies
- vi) Copy of letter intimating to Buyer forwarding them the documents quoted in item no. 14 below.

* To be countersigned and stamped by the Chamber of Commerce of the relevant country.

IMPORTANT NOTE: In the case of bidders who have not supplied Ammonia by ship to FACT Ltd. during the preceding five 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.

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

14. Documentation : As given in Annexures III

15. 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 VI of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - IV of the enquiry documents.

The requirement of Security Deposit is exempted in the case of vendors who have supplied Ammonia to FACT earlier.

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

16. Seller's Indian Agent:

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

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

17.1 Amount and nature of commission/remuneration.

17.2 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.

17.3 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 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.

17.4 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.

17.5 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.

18. Penalty Clause

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 penalty at the rate of 2% of the value of the goods, shipment of which is delayed beyond the contractual period, for every one month or part thereof delay. In addition, the buyer reserves the right to claim all the losses/damages suffered due to breach of contract by sellers. Value of the goods shall be on CFR.

19. 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 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.

20. 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.

21. 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.

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

23. 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 other than (i) above:

If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and 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.

24. 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.

ANNEXURE III

SHIPMENT TERMS FOR CFR CONTRACT

1. Vessel

The vessel (Refrigerated Liquid Ammonia Carrier) to be used for the transportation shall be of highest class Lloyds or equivalent of less than 25 years' age, for carrying anhydrous Ammonia in bulk at slightly above the atmospheric pressure 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 the period of foul weather (Being 1st 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 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.

2.0 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 liquid Ammonia carrier's full/classed and approved as per institute classification clause. Seller shall ensure that the Ammonia 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.

Unloading arrangements at Cochin: 8" 300 ASA LB Flange

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.

3. 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

Mr. Bibin K B, Designation : Assistant Manager, Mobile & land line : 9400687118, [0484-2375273](tel: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

4. Prior notice of ETA

At least 7 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-2 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 when it left the jetty of the seller and the estimated date and hour when it is 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. NOR not to be tendered between 1700 hrs. to 0600 hrs. However, in case NOR is tendered between 1700 hrs. to 0600 hrs. NOR would be deemed to have been tendered at 0600 hrs. the following day. 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 and until vessel's hoses are disconnected with shore line hoses.
- 5.2 NOR tendered by the vessel will not be deemed valid if the temperature of the cargo presented is above minus 33 degrees C. In such case, NOR will be deemed to have been tendered and accepted from the time of presenting the Cargo at the stipulated temperature.
- 5.3 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. In case the vessel arrives prior to the accepted arrival Cochin schedule for the vessel, the lay time shall commence at 0600 hrs. on the first date of such accepted schedule for the vessel.

6. Time for discharge (Lay time)

- a) Discharge rates : Seller shall guarantee the discharge rate of 700 MT per hour at port of discharge.

The lay time for a shipment upto 10000 MT based on the discharge rate indicated will be as under. In case of slower discharge rate by vessel, the lay time should be increased proportionately.

- b) Lay time : Min. 24 hrs. for each port of discharge or one hr. for every 300 MT of Ammonia or part thereof on bill of lading quantity of the respective consignment, whichever is higher.

The above will be in addition to usual 6 hrs. NOR time at the discharge port.

- c) Any delay due to break-down or inability of vessels facilities to discharge the product within the time allowed shall not count as used lay time. If the Buyer prohibits discharging during nighttime, time so lost shall not count as used lay time. Time consumed by the vessel in moving from the discharge port/anchorage in the discharging berth will not count as lay time. Time shall end counting from the moment discharging hoses or discharge arm is disconnected.

7. Demurrage

Demurrage rate shall be US \$ 1 per MT per day pro-rata for the B/L quantity. If demurrage is incurred at the port of discharge by reasons of fire, explosion, storm or by strike, lockout, stoppage or restraint of labour (inclusive of non-availability of pilot) or by break down of machinery or equipment in or about the plant of the buyer or any other force majeure circumstances, there shall be half demurrage.

8. SAFE BERTH & SHIFTING

The vessel having a draft as indicated in the tender shall discharge at any safe berth. The Buyer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labour for Master, Officers and crew of the vessel or tug boats or pilots. The Buyer has the right of shifting the vessel from one berth to another on payments of towage and pilotage for shifting to next berth. Charges for running lines and all other additional expenses by reasons of discharging at more than one berth shall be for buyer's account. Time for such shifting shall count as lay time used.

9. 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.

10. 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.

11. 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.

12. 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. The shortage claim shall be settled and remitted by Seller to buyer within 30 days of receipt of claim.

13. 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.

14. 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 3 copies of non-negotiable B/L.
- b) 3 copies of the certified commercial invoices.
- c) Certificate of Origin - 3 copies
- d) Analytical Report - 3 copies
- e) Survey Report - 3 copies.
- f) A copy of signed charter party.

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

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.

BID BOND PROFORMA

(To be obtained from FACT approved bankers on Stamp Paper of Rs.500/-)

The Fertilisers and Chemicals Travancore Limited Udyogamandal P.O.
Cochin – 683501. Dear Sir,

WHEREAS M/s.[offerer] has offered to supply a quantity ofMT of Ammonia to FACT and the offerer is required to submit a Bid Bond at the rate of US Dollar One PMT along with the offer as a guarantee for fulfillment of all the terms and conditions of the said offer for subsequent sale, we, [Bank with full address] hereby guarantee and undertake to pay immediately on demand by FACT the amount of US \$..... in case the offerer fails to perform any or all the obligations undertaken by him as per FACT's acceptance without any reservation, protest, demur and recourse to said offerer. Any such demand in writing made by FACT shall be conclusive and binding on us irrespective of any dispute or difference raised by the offerer. This guarantee shall be irrevocable and shall remain valid till [One month from the due date of offer] in Cochin.

Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to US \$ [US Dollarsonly] and it will remain in force upto Unless a claim under the guarantee is filed against us on or before, (three months from the due date of offer) all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under. WeBank, further agree that the guarantee hereunder contain shall not be affected by change in the terms of purchase originally offered by the offerer.

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.

Date:

For

Place:

Bank

Authorised Signatories

Note: Seller's Bank while authorizing Indian Bank to execute this Bid Bond against their counter guarantee, should also intimate the reimbursement instructions.

**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 ofand whereas it is one of the conditions of the said purchase order that the Supplier shall either remit a sum of USD (U S Dollars.....only) or furnish a Bank Guarantee for USD..... (US Dollarsonly) 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 undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Supplier of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be 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 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 to the Bank addressed as aforesaid 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.

INTEGRITY PACT

(To be executed on plain Paper)

Enq. no. MAT-RM- A 161

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced/interested persons.

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors

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

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

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-

binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

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

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

Place: Date:

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

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

QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF AMMONIA

<u>Description</u>	<u>To be filled in by 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 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)
3.0.0 Sourcing particulars:	
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 Ammonia in each Plant	
3.2.3 Quality / Analysis Report of Ammonia produced in each Plant duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given in Annexure II.	(Document to be enclosed)

3.3.0 **If Trader:**

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

3.3.2 Annual production capacity of Ammonia in each Plant stated above

3.3.3 Certificate(s) issued by the Ammonia Manufacturer's authorized signatory confirming to back up their offer with respect to quality and quantity (Document to be enclosed)

3.3.4 Copy of Analysis Report of Ammonia produced in each Plant showing parameters of specification as given in **Annexure II**, duly attested by the Manufacturer'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 quality and quantity at load port

6.0.0 Documentary evidence for sale of Ammonia / other 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-IX** 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 Agent's GST No.

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 (Authorised 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 – IX** duly completed also shall be enclosed.
- 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.

ANNEXURE IX

DETAILS OF SUPPLIES:

Details of supplies of Ammonia in bulk or other cargo as per the pre-qualification criteria specified during the last three years as on the date of submission of offer.

	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
August 2020 to July 2021							
August 2021 to July 2022							
August 2022 to July 2023							

Note: Major orders executed for any Fertiliser/Public Sector Companies in India shall also be included.

Place

Name

Date

Signature

Seal

Designation (Authorized Signatory)

Check List of Documents to be enclosed along with Annexure VIII as applicable:

In the case of Producer:

1. Copy of Purchase Order(s)/Agreement(s) in support of Data furnished vide **Annexure- VIII**.
2. Copy of Invoice(s) and Bill(s) of Lading for the supplies made in respect of the above.
3. Copy of Quality / Analysis Report of Ammonia produced in each Plant, showing parameters of specification as given in **Annexure II**. (FACT Specification of Ammonia).
4. Copy of Audited Balance Sheet/Annual Report for the last three years.

All the above documents shall be duly attested by the Authorized Signatory of the Bidder.

In the case of Trader

1. Copy of Purchase Order(s) /Agreement(s) in support of Data furnished in **Annexure VIII**.
2. Copy of Invoice(s), Bill(s) of Lading for the supplies made in respect of the above.
3. Letter(s) issued by the Ammonia Producer's Authorised Signatory, confirming to backup with respect to quality and quantity.
4. Copy of Analysis Report of Ammonia produced in each Plant), showing parameters of specification as given in **Annexure II**. (FACT Specification of Ammonia) duly attested by Authorised Signatory of the manufacturer.
5. Terms and Conditions of Appointment.
6. Copy of Audited Balance Sheet/Annual Report for the last three years.

All the above documents shall be duly attested by the Authorised Signatory of the Bidder.