CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)

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

E-mail: sheshappriyan@factltd.com / shima@factltd.com / msbala@factltd.com

ENQUIRY FOR AMMONIA

Enq. No. MAT-RM- A -173 **10/03/2026**

The Fertilisers And Chemicals Travancore Ltd. (FACT) invite competitive offers against Two Part Open e-tender Enquiry through on-line bidding in CPP portal, Govt. of India (https://eprocure.gov.in/eprocure/app) for supply 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 Annexure-A enclosed

2.0 PARCEL SIZE AND SHIPMENT SCHEDULE:

Quantity	Arrival schedule at Kochi
Upto 8000 MT	**On or before 20th April 2026**

The maximum draft available at Cochin port (i.e South Coal Berth): 9.14 meters which is as per the clause 7 of Annexure II.

3.0 DUE DATES AND TIME:

Submission of Bids : 16.03.2026, 14:00 hrs. IST
Opening of Bids : 16.03.2026, 14:30 hrs. IST

4.0 VALIDITY OF BID: For a period of at least 07 days from the date of Part A of Bid opening

5.0 PRICE

Price shall be quoted as per the BOQ attached with the tender documents (Annexure-XIII). Bidders are also requested to offer credit up to 180 days. Credit period offered and the applicable rate based on the credit period shall be indicated in the BOQ.

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

6.0 EVALUATION

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 day's credit and FACT will have the option to choose the cheaper option. In casea bidder does not quote for 180 day's credit or has offered credit for a period shorter than 180 days, the same will be loaded with **interest @7.53%** per annum for the balance period up to180 days, for evaluation. Exchange Rate for conversion of CFR price and for working out customs duty will be the SBI Bill selling rate on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation.

Note: In case more than one bidder is L1, the demurrage rate quoted for the vessel shall be considered for evaluation.

7.0 FIRM PRICE AND QUANTITY:

Offer shall contain the quantity committed and firm price. 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.

8.0 ELIGIBILITY CRITERIA:

The Bidder 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 atleast one shipment of total quantity, not less than 5000 MT Ammonia on CFR basis during any one of the preceding three years as on the date of submission of offer.

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

b) Traders;

Traders who have experience in supply of atleast one shipment of not less than total quantity 5000 MT of Ammonia / Benzene / Cyclohexane / Cyclohexanone / LNG / LPG / Crude Oil / Naphtha/ Furnace Oil / Petrol / Diesel / Kerosene Oil / Methanol / Caustic Soda Lye on CFR basis during any one of the preceding three years as on the date of submission of offer."

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

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.

8.1 Bidders shall furnish the Questionnaire for Bidders (Annexure – VIII and Annexure - IX), duly filled, attaching all supporting documents as required therein.

8.2 All documents required to meet Eligibility Criteria shall be uploaded along with Part A of the bid. In case of non-submission of required documents the offer is liable for rejection, without any further communication in this regard.

9.0 PAYMENT: Payment terms shall be as per clause 13 of Terms and Conditions of Purchase (Annexure-II)

10.0 TERMS & CONDITIONS: All other terms and conditions shall be as per Annexures I, II, and III.

11.0 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).

12.0 Bidder shall submit the bid before **14:00 hrs. IST** on the due date (ref. para 3 above), in CPP portal https://eprocure.gov.in. **Bids sent by e-mail, post or in any other mode the same shall not be acceptable**

13.0 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 summarilyrejected and such action by bidders will be viewed seriously.

b) 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 dated2 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.

c) If payment quoted is through LC, bank charges as below will be loaded for evaluation:Current LC charges are as follows:
Foreign LC charges: 0.01% p.a
Inland LC charges: 0.16% p.a
Charges applied for actual number of days per annum basis.

14.0 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:

1.0 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;

2.0 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;

3.0 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;

4.0 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;

5.0 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 as per Annexure XIV:

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- A	Specification for Liquid Anhydrous ammonia
2	Annexure- I	Instructions to bidders
3	Annexure- II	Terms and Conditions for Purchase
4	Annexure- III	Shipping terms for CFR contract
5	Annexure- IV	List of Banks
6	Annexure- V	Compliance Statement
7	Annexure- VI	Proforma of Bank Guarantee in lieu of Security Deposit
8	Annexure- VII	Format for Integrity Pact
9	Annexure- VIII	Questionnaire for bidders for supply of ammonia.
10	Annexure- IX	Details of previous Supplies
11	Annexure - X	Draft Purchase Order
12	Annexure - XI	Draft LC (LC Proforma)
13	Annexure - XII	Unpriced Bid
14	Annexure - XIII	Price Bid (BOQ)
15	Annexure – XIV	Certificate

ANNEXURE – A

SPECIFICATION OF LIQUID ANHYDROUS AMMONIA (FERTILISERGRADE)

i) Ammonia (NH_3)	:	99.5% by weight Min.
ii) Moisture	:	0.5% by weight Max.
iii) Nitrogen (N_2)	:	81.9% by weight Min.
iv) Oil	:	10 ppm by weight Max.
v) Impurities	:	Negligible and in any case not morethan 0.003 grams/100 mls
Method of Analysis	:	A.O.A.C.

ANNEXURE-I

INSTRUCTIONS TO BIDDERS

1.0 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 bidder on whom FACT places the Purchase Order.

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

2.0 Earnest Money Deposit (EMD):
Bidder shall submit USD 8000 as Earnest Money Deposit (EMD)

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

Bidder shall submit EMD along with their bid through RTGS/NEFT/TT transfer payment.

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, IFSC CODE - SBIN0004062

SWIFT – SBININBB245

TYPE: CC ACCOUNT

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

Bids without EMD / Proof of exemption shall 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 shall be allowed by FACT, based on written request from bidder. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

3.0. Pricing: Prices shall be firm.

4.0. SUBMISSION AND OPENING OF BIDS:

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

4.2. Points to be noted while submitting offer:

a. Offers against this enquiry shall be submitted online on e-procurement portal https://eprocure.gov.in, with valid 'Digital Signature Certificate' (DSC). Offers submitted on any

other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.

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

c. Bids shall be submitted in Two parts

d. Part – A of the Bid Shall consist of:

   i. All documents in order to meet the Eligibility, payment receipt of EMD (in case of exemption proof of exemption), Integrity Pact., Certificate as per the Clause 14: Special Note of enquiry, Compliance Statement, etc.

   ii. Unpriced Bid shall be uploaded after filling all relevant information failing which the offer is liable to be rejected.

   iii. Please fill-in all the relevant fields. Blank fields in the uploaded unpriced bid shall be taken as that particular charge is not applicable. No claim afterwards will be entertained.

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

   Part – B of the Bid Shall consist of

   i. The priced bid shall be uploaded strictly in the format as per Annexure –XIII (BoQ), Renaming or changing format of the bid sheet will not be accepted by the System.

   ii. Prices shall be quoted only in the prescribed bid form and those indicated elsewhere, if any, shall not be considered.

   iii. The prices shall be firm without any escalation on any account till the order is completely executed.

e. The bids shall be signed by authorized persons only.

f. Bid shall be uploaded with all relevant documents before due date & time in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission.

g. Non-submission of any document or submission of incomplete documents is liable for rejection of offers. Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non-availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.

h. Bids of all bidders who submit their Bid as per the instructions by the due date and time as above and which are in conformity with the instructions specified in the enquiry documents shall be considered.

i. HELP DESK

In case of any queries regarding online bid submission through E tender,
Please contact the E Tender Helpdesk: Mr. Ajino Anand.
Tel: 9497334230, Email:ajinoanandh@gmail.com

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

5.0 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 Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. FACT reserves its right to consider and allow minor deviations in technical and Commercial Conditions. The decision of FACT shall be final in this regard.

7.0 FACT reserves right to extend without giving any reason(s) closing date/time of the enquiry.

8.0 Enquiry documents are not transferable.

9.0 Details required regarding Indian agent vide clause 16 & 17 of Annexure-II and its sub-clauses shall be submitted at the time of bidding.

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 Pradeep Kumar Jajoria
   Flat No. 1002, Oberoi Maxima,
   JVLR, Jogeshwari East,
   Mumbai 400060
   Email: pkjajoria@yahoo.com

2. Shri Arvind Kumar Arora
   B-333, Chittaranjan Park
   New Delhi – 110019
   Email: arvindarora333@gmail.com

Note:

(A) The Original Integrity Pact on Plain paper duly signed by the bidder shall be submitted along with PART-A of bid.

(B) In case bidders require any clarification pertaining to the tender please contact:
Shima P.S, Assistant General Manager (Materials)-,Phone: 0484-2568620;
e-mail: shima@factltd.com or Sheshappriyan MP, DM(Mat), Phone: 0484-2568267,
e-mail: sheshappriyan@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 (FertiliserGrade) fully refrigerated at minus 33 deg.C or below.

2. Specification : Specification shall be as per Annexure - A

3. Temperature at loading/ unloading : Not warmer than about minus 33 degree C.

4. Packing & Delivery : In bulk
To be delivered at about minus 33 deg. C. or below temperature at ship's manifold.

5. Quantity & Quality:

For certifying the quantity and quality, an independent international surveyor will be nominated by the Seller from among Baltic Control / SGS / Intertek / Inspectorate (Bureau Veritas) / TUV Austria or any other third party inspection agency nominated and paid by the Seller and approved by FACT. Inspection fees, at theloading port(s) are to the seller's account. A copy of the surveyor's report will be furnished by e-mail to Buyer so as to reach before the ship touches the disport.

5.1 At Discharge Port quantities will be determined on the basis of Survey report of Ship Tank Readings. In case shortage is equal to/ greater than 0.5% of the B/L quantity, the entire claim of shortage will be borne by the seller and it should be refunded at the rate of CFR price to Buyer. The shortage claim shall be settled and remitted by Seller to buyer within 30 days of receipt of claim.

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

7. 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.

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

8. Rate of discharge at Cochin port : 700 MT per hour

9. Laytime and shipment terms : As given in Annexure III for CFR contracts.

10. 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.

11. 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.

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

13. Payment shall be by option A or B:

(A) Payment shall be made by TT/RTGS, within 3 working days after receipt and acceptance of the material at Disport and receipt of original documents, after expiry of the credit period, if any.

(B) Payment through L/C is also acceptable. In case of payment through L/C, only the L/C opening charges and bank charges in India will be to buyer's account. All charges outside India includingconfirmation charges, in case confirmation is required, will be to seller's account.

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

The following documents shall be presented for payment purpose, Customs clearance and ship discharge:

i) Original Bill of lading – 3 Original &3 non-negotiable.
ii) * Certificate of origin – 3 copies.
iii) Load port Analysis report (Ammonia, Nitrogen, Moisture, Oil and Impurities)- 3 copies
iv) Survey report - 3 copies.
v) Commercial invoice - 3 copies
vi) Copy of email intimating to Buyer forwarding them the documents quoted under clause no. 13.
* To be countersigned and stamped by the Chamber of Commerce of the relevant country.

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

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

In case of High Sea Sales, where payment is in INR, 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, RBI reference rate on the next working day will be applicable and payment also will be done on next working day.

IMPORTANT NOTE: In case of bidders who have not supplied Ammonia by ship in bulk to FACT Ltd / other fertilizer companies in India. during 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.

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

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 performanceof 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 bidders who have supplied Ammonia to FACT earlier.

The bank guarantee towards SD shall be valid till the completion of the period ofcontract as per the Order with a claim period of 3 months. Security Deposit shall not carry any interest.

Note: e-BG shall also be acceptable.

16. Seller's Indian Agent:

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

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

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

b. Amount and nature of commission/remuneration.

c. 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.

d. 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 thecase may be that they are entitled to do the agency business and receive commission frombuyers should be enclosed along with the bid.

e. 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.

f. 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 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. Value of the goods shall be on CFR. In case ship is delayed beyond one month, Clause 20 'Default' will be applicable.

19. Force Majeure:

a. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, acts of God and acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be postponed during the time when such circumstances are operative.

b. Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in 7.1 above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

c. If operation of such circumstances exceeds one month, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.

d. The party which is unable to fulfill its engagements under the present contract must within 7 (seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce in the country of the Seller or the buyer or the country where the load port is located shall be sufficient proof of the existence of the above circumstances and their duration.

e. Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

f. The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of 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 language of communication with regard to this contract 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, such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No.4(1)2013-PE(GM)/FTS-1835 dated 22.05.2018

ii. For contracts with Foreign vendors and Indian vendors other than those mentioned in 23 (i) above:

If any dispute arises out of or relating to or in connection with this contract, between the Seller and FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrators shall be 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 including arbitration award shall be limited to the exclusive jurisdiction of the Courts in Ernakulam, Kerala, India.

24. This Purchase Order is placed by, 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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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 l/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 / sheshappriyan@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, E-Mail: bibin.kb@newindia.co.in, Athira Prabhakar, Designation : Deputy Manager, Mobile & landline: 9946691523, 0484-2375273, E-Mail: 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 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 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, 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 countas 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 onthe 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 as quoted in BOQ (Price Bid) and agreed by FACT. In the event of an order, if the demurrage rate of the vessel nominated is lower than that quoted in BOQ, the lower demurrage rate shall be applicable. In case the demurrage rate of the vessel nominated is higher than that quoted in BOQ, the lower demurrage rate quoted in BOQ will only be considered.

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 any other force majeure circumstances, no demurrage shall be payable.

FACT shall not be liable for any demurrage in the event of vessel coming after the lay days stipulated in the LOI / Order.

8. SAFE BERTH & SHIFTING: The vessel having a draft as indicated in the tender shall discharge at any safe berth. TheBuyer 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, Bothto Blame Collision Clause and General Average.

11. Completion of discharge.

On completion of unloading, a provisional receipt for the quantity received should be provided to the owner of the vessel by the Buyer.

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.

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ANNEXURE IV

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.	Induslnd 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.

ANNEXURE -V

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM- A-173 dated 10/03/2026

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-A-173 dated 10/03/2026 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 Bidder:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date

ANNEXURE VI

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 The Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s..... ..... hereinafter called the Seller) for the supply of ..... and whereas it is one of the conditions of the said purchase order that the Seller 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 Seller.

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

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount upon fist written demand from the company, without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the Company shall be binding and conclusive as regards the amount due and payable by the bank under the Guarantee

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the said Seller shall have no claim against us for making such payment

We ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

We ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Seller and either to enfore or forebear from enforcing any of the terms and conditions governing the said Purchase order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be effected by any change in the constitution of the Bank or the Company or the said Seller nor shall this guarantee be affected by any change in the constitution of the Company or the said Seller

by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until ..... Unless a claim or demand is made within 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 or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

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

We ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of FACT in writing.
Dated this ..... day of ..... Two thousand and Twenty-three
For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.

ANNEXURE VII

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 Independent External Monitor (IEM), who will monitor the tender process and execution of the contact for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 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 confidentially.

(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)	For & On behalf of bidder(s)/ Contractor(s)
(Office Seal)	(Office Seal)
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

Place:

Date:

ANNEXURE VIII

QUESTIONNAIRE FOR BIDDERS FOR SUPPLY OF AMMONIA

(Not applicable for bidders who have supplied Ammonia to FACT in the previous 3 Financial Years)

	Description	To be filled in by Bidder
1.1.0	Name of the Bidder	
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 Eligibility 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 (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 – IX** duly completed also shall be enclosed.

4.0 FACT reserves the right to verify any of the statements enclosed along with the Eligibility criteria documents. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.

ANNEXURE IX

DETAILS OF SUPPLIES:
(Not applicable for bidders who have supplied Ammonia to FACT in the previous 3 Financial Years)

Details of supplies of Ammonia in bulk or other cargo as per the Eligibility 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
April 2023 to March 2024							
April 2024 to March 2025							
April 2025 to March 2026							

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

Place

Name

Date

Signature

Designation (Authorized Signatory)

Seal

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

(Not applicable for bidders who have supplied Ammonia to FACT in the previous 3 Financial Years)

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 / or Website link for the same.

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 Authorized 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 Authorized 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 Authorized Signatory of the Bidder.

Annexure X

CORPORATE MATERIALS

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

GST No:32AAACT6204C1Z2

TEL:0484-2568363
0484-2568267
Email:sheshappriyan@factltd.com

DRAFT PURCHASE ORDER

P.O.NO. MM/190//4700000XXX dated XX.XX.2026

Vendor Code:
Address:

Dear Sirs/Madam,

Ref. No:

1. Our Enquiry No: MAT-RM-A-173 dated XX.XX.2026
2. Your offer dated XX.XX.2025 submitted against our above referred enquiry and subsequent correspondences

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

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

Consignee	Invoicing Address	ECC No: AAACT 6204 CXM 002
MANAGER STORES	THE FERTILISERS AND CHEMICALS	
THE FERTILISERS AND CHEMICALS	TRAVANCORE LIMITED	
TRAVANCORE LIMITED	COCHIN DIVISION,	
COCHIN DIVISION,	AMBALAMEDU,	
AMBALAMEDU,	AMBALAMEDU,	
AMBALAMEDU,	ERNAKULAM,	
ERNAKULAM,	KOCHI 682303	
KOCHI 682303	Kerala, India	
Kerala, India		
TEL: 0484 2723324, 2723724		

Sl N0	Material Code/ Desc	Quantity	Unit	Rate (USD)	Cost (USD)
Common description for the items below: Nil					
1	680401301		Metric Ton	-------	------

Specification

Ammonia (NH3)	:	99.5% by weight Min.
Moisture	:	0.5% by weight Max.
Nitrogen (N2)	:	81.9% by weight Min.
Oil	:	10 ppm by weight Max.
Temperature at loading/ unloading	:	Not warmer than about minus 33 degree C.
Impurities	:	Negligible and in any case not more than 0.003 grams/100 mls
Method of Analysis	:	A.O.A.C.

.

Total: ---------- **(USD)**

Total PO Value in USD: ----------

Terms and Conditions:

Price Basis	Costs and freight Cochin, India
Final Delivery Due Date	XX.XX.2026
Transit Insurance	By FACT

Security Deposit (SD): SD to be furnished as per cl. No.15 of Annexure II of the enquiry.

Customs Duty: Shall be as applicable.
Quantity and Parcel:.

Price:.

Discharge/Demurrage: (Laytime):

Origin:

Port of Discharge: Cochin (India).

Payment: As per the Clause 9. of Enquiry Notice
Beneficiary:

Address:

Advising Bank:

Bank name:
Address:
Swift Code:

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, draft of 9.14 metres, Max Beam of 27.6 Meters and Maximum 35000 DWT.
Unloading arrangement: 8" 300 ASA LB flange
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.
All other terms and conditions shall be as per, Enquiry Notice, Terms and Conditions for purchase and Shipping Terms for CFR contract.

Arrival at Cochin: on or before XX.XX.2026

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXX

Annexure-XI

L/C PERFORMA

FROM: Name of Bank

TO _____

TEST DATED FOR USD _____ _____

We hereby establish our irrevocable letter of credit Number _____ dated_____IN FAVOUR OF M/s. _____BY ORDER OF M/S THE FERTILISERS AND TRAVANCORE LIMITED, REGISTERED OFFICE ELOOR, UDYOGAMANDAL, KOCHI-683501, KERALA STATE, INDIA

FAX NO

VALUE: USD_____ (Say USD_____only)
EXPIRY: LC EXPIRES IN _____(COUNTRY) ON_____(DATE).

PRICE : USD _____PMT, CFR FO LESS AGENCY COMMISSION @ _____PMT (IFAPPLICABLE).

COMMODITY: AMMONIA

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship _____MTs plus/minus 5 PCT of quantity of merchandise. Available by drafts at sight/usance drawn on applicants for hundred percent of invoice value duly marked with our LC no. and date and accompanied by the following documents:

Documents Required

A) Three original and three non-negotiable copies of clean shipped on board bills of lading marked freight payable as per charter party, consigned to order of issuing bank and notify the applicant. In case of charter party bills of lading, it should bear an endorsement that all the relevant terms and conditions of the relative charter party are deemed to have been incorporated therein.

The B/Ls to show:
1 Import license - free import as per latest version of foreign trade policy
2 Purchase order number --------- dated ----------
3 L/c reference number

B) Three signed commercial invoices and three copies of the same Based on the bill of lading quantity and surveyor's certificate of analysis. The invoice shall show the following:
1) B/l no. And date
2) Import license - free import as per latest version of foreign trade policy

3) Purchase order number --------- dated ----------
4) IEC : ----------

C) Certificate of Origin - 3 copies
D) Analytical Report - 3 copies
E) Survey Report - 3 copies.
F) A copy of signed charter party.
G) Copy of letter intimating to Buyer forwarding them the documents quoted in item no. 14 of Annexure III.

ADDITIONAL CONDITIONS

A) L/c opening charges and bank charges in india shall be to fact's account. all charges outside india, including confirmation charges, in case confirmation is required, will be to seller's account.
B) Specifications, price, insurance, payment terms etc as per relevant tender/ purchase order.
C) All bank charges to applicant account except beneficiary bank charges and confirmation charges are to the beneficary account.
D) All others terms and conditions as per po ----------dt ----------/ tender no.mat---------- -- dated ----------

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

ANNEXURE XII

KINDLY REFER UNPRICED BID ON THE CENTRAL PUBLIC PROCUREMENT PORTAL

ANNEXURE XIII

KINDLY REFER PRICED BID (BOQ) ON THE CENTRAL PUBLIC PROCUREMENT PORTAL

ANNEXURE-XIV

CERTIFICATE

Name of the Bidder:

Address:

Ref: Tender No. MAT-RM- A-173 dated 10/03/2026

"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 fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature

Name of Bidder

Date: