

CORPORATE MATERIALS
Petrochemical Division Administration Building,
Udyogamandal, Cochin – 683 501
Ph: 00 91 484 2548233/2568267

ENQUIRY NOTICE

Enquiry No. MAT-RM-PA-BRM-2024-02 dated 19/11/2024

Sub: Procurement of Phosphoric Acid by road

1. The Fertilisers And Chemicals Travancore Limited (FACT) is a Government of India Enterprise, engaged in the production of Nitrogenous and Phosphatic Fertilizers and trading of Fertilizers.

FACT intends to procure Phosphoric Acid by Road.

We invite your most competitive bid against Two-part open tender for supply of Phosphoric Acid (P2O5: 24-28%, Typical). Bids are invited through dedicated Email ID (phosacidbrm2@factltd.com) as per the details given below:

2. Material: Phosphoric acid as per specification enclosed (Annexure – I)
3. Quantities and Delivery Schedule:

Phosphoric Acid (100% P2O5) for supplies in December 2024 to March 2025 as below:

S. No.	Month	Quantity
1	December 2024	4000 + / - 5%
2	January 2025	4000 + / - 5%
3	February 2025	4000 + / - 5%
4	March 2025	4000 + / - 5%

Supplies shall be made by road to our plant at Cochin Division Ambalamedu / Udyogamandal division as per FACT's requirement. The supply shall commence immediately after issue of our Letter of Intent (LOI)/Purchase Order (PO). Bidders shall indicate the quantity offered and the weekly delivery schedule in the Price Bid Format. In order to meet the quantity as per the enquiry, FACT may place order on one or more bidder(s) depending on the quantity / delivery schedule offered by the bidders.

FACT retains the right to accept deviation in Quantity for the Delivery Schedule at its sole discretion, in case of offers suiting our requirement are not received.

4. Price: "α" (Premium or Discount) shall be quoted in the price bid attached with the tender documents (Annexures – V). The offered rates shall be inclusive of 30 day's credit-CFR Cochin.

The price applicable for the shipment shall be the lowest FMB - final India price for the respective Quarter +/- α CFR with 30 day's credit.

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

5. Evaluation will be done (100% P2O5 basis) on Door delivery price with 30 day's credit offered. The L-1 shall be evaluated based on USD 1060 + / - α (USD 1060 PMT P2O5 is the provisional price which is the India price for the quarter October – December 2024 and α is offered Premium or Discount in the price bid). The USD 1060 + / - α shall be inclusive of CFR 30 day's credit price PMT P2O5.

Any deviations taken from tender terms shall be suitably loaded.

Exchange Rate for conversion of price will be the SBI Bill Selling Rate on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation.

6. Payment Terms: Shall be as per the clause-7 of the Annexure-VI.
7. Bids shall be submitted as per clause 4 to 8 of Annexure-II and shall be complete giving all the requirements as per the enquiry.
8. Earnest Money Deposit (EMD): As per the clause -3 of the Annexure-II.
9. Eligibility criteria shall be as below:
- i) Producer: Should have production capacity of 50000 MT per annum of Phos acid (100% P2O5). Letter from competent authority shall be given.
 - ii) Trader: Should have supplied to any buyer in India at least 1000 MT of Phos Acid (100% P2O5) during any one of the preceding three years ending as on the date of bid opening.

The following relevant documents, duly attested by the Applicant's Authorized Signatory, shall be submitted in support of the above:

- a) Copy of Purchase Order(s)/Agreement(s)
- b) Copy of Invoice(s)
- c) i. Traders have to submit Letter(s) issued by the Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy/copies of Analysis Reports showing all parameters as per specifications, duly attested by the Producer's Authorized Signatory.
- ii. Producer has to furnish specifications of Phosphoric Acid produced by them on their Letter Head showing all parameters as per specifications.

Note: Bidders shall furnish, along with their bid, Questionnaire for Bidders and Compliance statement (Annexure- III and Annexure - VII), duly filled, attaching all supporting documents as required therein.

10. The bid shall be valid for at least a period of 7 days from the date of opening of bid. Bids shall be submitted on Two-part basis

11. Bidder shall submit their bid in Two-Part, inclusive of Technical, commercial and Price Bid Complete in all aspects to email ID: phosacidbrm2@factltd.com on or before the due date and time mentioned below

Due date / time for submission of bids: 26/11/2024 - 1400 hrs IST.

Due date/ time for opening of Bids: 26/11/2024 - 1430 Hrs IST

Thanking you,
For The Fertilisers and Chemicals Travancore Limited
Deputy General Manager (Materials)
FACT Ltd., Cochin.

Documents enclosed:

Annexure – I	Specifications of Phosphoric Acid.
Annexure – II	Instructions to Bidders.
Annexure – III	Questionnaire for Bidders
Annexure – IV	Unpriced Bid Format
Annexure – V	Price Bid Format
Annexure – VI	Terms & Conditions of Purchase
Annexure – VII	Compliance Statement.
Annexure – VIII	Proforma of Bank Guarantee in Lieu of Security Deposit (Performance Guarantee)
Annexure – IX	List of Approved Banks
Annexure – X	Integrity Pact
Annexure – XI	Draft Purchase Order

Annexure - I

Specification

S.No	Composition	FACT Spec (% wt/wt)
1	P ₂ O ₅	24% - 28 % (Typical)
2	CaO	0.27 % Max
3	R ₂ O ₃ (AL ₂ O ₃ +Fe ₂ O ₃)	2.02 % Max
4	F	0.97 % Max
5	MgO	0.54 % Max
6	Chloride as Cl	0.05 % Max
7	Suspended Solids	1.35 % Max
8	H ₂ SO ₄ as SO ₃	2.15 % Max

Notes:

- 1.0. Offers with 24-26% (Typical) P₂O₅ of Acid shall be considered. Bidder shall guarantee the minimum P₂O₅ content in the Acid offered by them. Price offered shall be 100 % P₂O₅ – door delivery basis.
- 2.0. In case of shortage in quantity Refer Note of Clause 2 of Annexure VI.

Annexure- II

INSTRUCTIONS TO BIDDERS

1.0 Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, having Registered office at Udyogamandal, Cochin, Kerala and its various Divisions.

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

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

Contract value: Contract value shall be the total all-inclusive landed cost of the material for the quantity ordered.

2.0 Bidders shall study carefully the Enquiry Notice, Instructions to Bidders and all Terms and Conditions attached along with this enquiry. All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

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

Earnest Money Deposit (EMD) of Rs.1,00,000/- shall be remitted online through State Bank Collect' portal using the link given below:

The link is also available on our website www.fact.co.in

Tenders —————> 'Click Here to Pay EMD/Security Deposit'

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance)

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through 'State Bank Collect' and the payment receipt generated thereon shall be uploaded along with the offer submitted online

Earnest Money Deposit (EMD) shall also be remitted through NEFT/RTGS, to the following bank account as below;

FACT A/C No. : 57017844467
IFSC Code : SBIN0070158.
Name of Bank : State Bank of India, Udyogamandal
District : Ernakulam
State : Kerala.

Proof of payment such as copy of the Payment Receipt / UTR No. shall also be furnished along with bid. Bids without EMD are liable to be rejected.

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

The EMD is exempted in the case of:

- a. Producer who have production capacity of 50000 MT per annum of Phos acid (100% P2O5). Letter from competitive authority shall be given.
- b. Reputed traders who have supplied a minimum Quantity of 1000 MT of Phos Acid (100% P2O5) to FACT for at least one year in the last five years.

Bidders claiming exemption/relaxation of EMD shall provide necessary documentation for the same.

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

- 4.0 Bid documents shall consist of 2 parts, Part -A and Part- B (Password Protected PDFs) as detailed below

PART -A: Eligibility criteria cum techno-commercial bid shall consist of the following documents.

- a) Documents to satisfy Eligibility criteria and additional documents mentioned.
- b) Questionnaire for Bidders (as per Annexure - III).
- c) Payment receipt of EMD/ Certificate in proof of exemption of EMD.
- d) Compliance statement (as per Annexure – VII)
- e) Unpriced Bid (as per Annexure – IV).
- f) Integrity Pact (as per Annexure – X).

PART-A Eligibility cum techno-commercial bid, consisting of all documents as mentioned above shall be duly filled wherever required, signed and affixed with seal on all pages and submitted before the due date and time.

PART B: PRICE BID; Price shall be indicated in the format as per Annexure – V.

- I. Price Bid (BOQ) attached to the enquiry shall be submitted after filling all relevant information such as, name of the bidder, basic price, taxes & duties as called for.
- II. The priced bid shall be submitted strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the bid sheet will not be accepted by the System.
- III. Please fill-in all the relevant fields. Blank fields in the Price Bid shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.
- IV. The α premium or discount shall be firm without any escalation on any account till the order is completely executed.
- V. Bidders shall quote the unit prices in figures strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The prices shall be firm without any escalation on any account till the order is completely executed.

- 5.0 Part-A of the 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 opened on due date and time.
- Part -B (price bids) bids of bidders whose part-A bids are found acceptable on evaluation only, will be opened on a subsequent date.
- 6.0 Offers against this enquiry shall be submitted via email to phosacidbrm2@factltd.com as two different PDF files protected with two different passwords for each Part of the Bid. Passwords of Part-A PDF file shall be disclosed to FACT only after the due date and time of the tender and before the bid opening time. The password for the Part-B (Price Bid) PDF file shall be disclosed on the day of price bid opening which shall be informed to the bidders. Offers submitted on any other platform or any other Email ID SHALL NOT be accepted.
- Submission of the bid implies that (a) all the terms and conditions of FACT have been carefully read and understood by the bidder and (b) all the clarifications required are obtained by the bidder from FACT.
- 7.0 Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule and payment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.
- 8.0 The bid shall be signed by authorized persons only.
- 9.0 The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us.
- 10.0 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.
- 11.0 FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
- 12.0 All clarification and correspondence related to this enquiry shall be made only in English to the Deputy General Manager(Materials) RM, Centralized Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel: 0484-2568267 / 2568620; Email: sheshappriyan@factltd.com / shima@factltd.com; sivaram@factltd.com.
- 13.0 Non-submission of any document or submission of incomplete documents may result in rejection of offers. Timely submission of offers along with all relevant documents is 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 offers.

Annexure- III

Supply of Phosphoric acid by Road to FACT

QUESTIONNAIRE FOR BIDDERS

1. Name of the Bidder :
2. Constitution of the Bidder : Proprietary/ Partnership
(If partnership, copy of deed showing validity to be enclosed)
3. i) Name and address of the Bidder :
ii) Address of Office :
iii) Contact Person :
iv) Telephone No. - Office/factory :
v) Address of Factory :
vi) Telephone No. of Factory :
vii) GSTN Number :
viii) HSN Code for Item quoted :
xiii) Place of supply :
4. Name and Address of your Bankers :
5. Details of previous experience in
Supplies & Quantity supplied :
 - i. Work/Purchase Order No. and date
 - ii. Period of Contract
6. a) Supply Capacity of Phosphoric Acid per month:
7. The following documents to be enclosed :
 - i) Copies of Purchase Orders/ Work Orders
 - ii) Photocopy of PAN Card :
 - iii) Certificate of incorporation :
 - iv) Copies of Audited Balance Sheet and Profit & Loss A/c for the previous two Financial years.
8. Please confirm producer/trader :
9. Production Capacity per annum in terms of P2O5 in case of producer: ____ MT

DECLARATION

I / We hereby declare that the particulars furnished above are true to the best of our knowledge and belief. I/We hereby agree that FACT shall have the right to visit my/our Office/factory to verify about the particulars furnished above. I/We also agree to furnish any additional information/documents that may be required by FACT. I/We understand that suppression of any fact/furnishing false information shall render us liable for disqualification.

Name of Authorized signatory:

Signature

Date

Seal

UNPRICED BID - MAT-RM-PA-BRM-2024-02

Annexure- IV

Tender Inviting Authority: DGM Raw Materials, The Fertilisers And Chemicals Travancore Ltd., Udyogamandal, Kerala, India

Name of Work:Tender For supply of Phosporic Acid By Road

Enquiry No. MAT-RM-PA-BRM-2024-02 dated 19.11.2024

Name of the Bidder/ Bidding Firm / Company :			GSTIN								
1	2	3	4	5	6	7	8	9	10	11	12
Sl.No.	Item Discription	Units	Quoted Currency in USD / INR Only	Premium or Discount [Quoted / Not Quoted]	Total quantity Offered in terms of Phosphoric Acid Solution	Total quantity Offered in terms of P2O5	Quantity that can be delivered in P2O5 per week	Number of weeks from LOI for supply of 1st shipment	Place of Loading / Origin	Validity of offer	GST (Quoted /Not Quoted)
1	<u>α for 100% P2O5 delivered at FACT Cochin/Udyogamandal division (including freight and insurance)</u> <u>Payment as per Clause-7 of the Annexure-VI of NIT</u>	MT		Select							

NOTE:

1. Bidder should mention Quoted or Not Quoted (Whichever is applicable) in the 'Premium or Discount' Column.
2. α shall be quoted in either USD / INR Only. The quoted currency shall be mentioned in Column 4
3. The price applicable for the shipment shall be the lowest FMB - final India price for the respective Quarter +/- α CFR with 30 day's credit.

<u>Item Wise BoQ</u>		Annexure - V
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Tender Inviting Authority: DGM Raw Materials, The Fertilisers And Chemicals Travancore Ltd., Udyogamandal, Kerala, India

Name of Work: Tender for supply of Phosphoric Acid By Road

Enquiry No. MAT-RM-PA-BRM-2024-02 dated 19.11.2024

Name of the Bidder/ Bidding Firm / Company :		GSTIN	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender.)

NUMBER #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER #
Sl. No.	Item Description	Units	Quoted Currency USD / INR Please Mention	Alpha(α) In Figures To be entered by the Bidder PMT	Premium or Discount (+/-)
1	2	3	5	6	7
1	Phosphoric Acid 100% (P2O5) Delivered at FACT Cochin / Udyogamandal Division (Including freight and Insurance) with 30 days credit	MT			

Note 1: Alpha " α " is the premium / discount over the Final Basic price.

Note 2: The final basic price shall be the lowest FMB - final India price for the Quarter October-December 2024 or January-March 2025, as applicable.

Note 3: The final applicable price shall be final basic price +/- α CFR with 30 day's credit on 100% P2O5 basis.

Note 4: The bidder should Enter the α in figures in column 6 and mention whether α is "Premium" / "Discount" in column 7.

Annexure -VI

TERMS AND CONDITIONS FOR PURCHASE

1. Product: Phosphoric acid as per specification attached as Annexure-I.
2. Quantity: Quantity shall be as per weight determined basis of buyer's weigh bridge.

Note: Shortage of more than 0.5% in weight per tanker determined at FACT the entire claim of shortage will be borne by the seller. The same shall be deducted from the payment to be made to seller.
3. Quality: Determination of the quality shall be based on the analysis done at buyer's end.

Note: If the analysis report of the sample of each tanker taken at FACT shows variation compared to analysis report submitted by seller as per FACT's assessment and the difference is more than 0.25% P2O5, the same shall be deducted on pro-rata basis from the payment to be made to seller.
4. Insurance: To be arranged by Seller.
5. GST will be extra as applicable.
6. Security Deposit:

The successful bidder shall be required to submit Security Deposit (SD) equivalent to 2% of the order value for the faithful performance of the contract. The SD shall be submitted by way of Bank guarantee (BG) in the prescribed form as per Annexure-VIII of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - IX of the enquiry documents.

Link for payment of Security Deposit through 'State Bank Collect' is given below. The link is also available on our website www.fact.co.in.

Tenders → 'Click here to pay EMD/ Security Deposit'

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance).

Note: Electronic Bank Guarantee is also acceptable.

The requirement of Security Deposit is exempted for

 - a. Producer who have production capacity of 50000 MT per annum of Phos acid (100% P2O5). Letter from competitive authority shall be given.
 - b. Reputed traders who have supplied a minimum of 1000 MT Phosphoric Acid (100% P2O5) to FACT during any one of the preceding three years as on the due date for submission of offer. Bidder shall be required to furnish documentary evidence such as Order copy/Invoice copy in support of the same.

The bank Guarantee shall be valid till the expiry of the contract with a claim period of three months thereafter. Validity shall be further extended on demand as per terms of our BG Proforma. Security Deposit shall not carry any interest

7. Payment Terms: Payment shall be by TT/RTGS, after receipt and acceptance of the material at FACT after expiry of the credit period of 30 days from date of Invoice.

Payment for the supplies from 1st to 15th of the month shall be made on 7th of the next month. Payment for the supplies from 16th to 30th (or 31st as applicable) of the month shall be made on 22nd of the next month. If the payment day falls on the holiday payment shall be made on the next working day.

Supplier shall provide GST Invoice and upload the Invoice in the system and ensure filing of return enabling FACT to avail input tax credit. In case of reasons that attributable to supplier FACT is not able to avail input tax credit the next payment will be restricted to that extent.

Payment shall be done on the Provisional Price USD 1060 PMT P205 with 30 day's free credit from the date of Invoice.

The Final Basic price shall be the lowest FMB - final India price for the Quarter October – December 2024 and January – March 2025, as the case may be.

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

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

(Bidder has to submit the provisional invoice for the payment on USD 1060 PMT with 30 day's free credit from the date of Invoice and bidder has to submit the final invoice based on the Final applicable price* enabling FACT to settle the customs duty paid).

8. Force Majeure

- i. Neither the PURCHASER nor the SELLER hereto shall be held responsible for any delay or failure to perform any or all the obligations under ORDER caused by Force Majeure. In such a case the time for performance or such obligations and the obligations of the other party to the extent that they are affected by such occurrence will be extended by such period as is duly justified. Notification of a circumstance of Force Majeure shall be given by e-mail addressed to the other party within five (5) working days of its occurrence. This notice of Force Majeure shall be confirmed by a Registered letter despatched within one (1) week, along with appropriate documentary evidence confirming the existence of a situation of Force Majeure.
- ii. For the purposes of this clause, Force Majeure means
 - a. War or hostilities

- b. Riot or civil commotion.
 - c. Earthquake, flood, tempest, lightning or other natural calamities, epidemics.
 - d. Accident, fire or explosion not caused by willful negligence of Seller.
 - e. Labour strikes or lockout exceeding ten (10) days in duration not caused by any deliberate act or indiscretion by Seller.
 - f. Law and Order Proclamation
 - iii. However, should such a delay, even if due to reason of Force Majeure be protracted for more than one (1) month, FACT shall have the right to cancel ORDER at no charge to FACT and FACT shall be entitled to the reimbursement of any amount already paid to the Seller.
- 9. 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.
- 10. Law: In case of an Order the governing law shall be Indian Law. The language shall be English. The Seller agrees to submit himself to the jurisdiction of Indian Courts of Law.
- 11. Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.
- 12. Arbitration Clause:
 - 12.1 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
 - 12.2. For contracts with Indian vendors other than those mentioned in 12.1 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.
- 13. **FRAUD PREVENTION POLICY:** Bidder shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said policy is available in FACT website www.fact.co.in.

ANNEXURE – VII

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-PA-BRM-2024-02 dated 19/11/2024

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-PA-BRM-2024-02 dated 19/11/2024 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-VIII

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

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

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

WHEREAS FACT - Head Office, a Division of The Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No dated with M/s hereinafter called 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 INR..... (Rs only) or furnish a Bank Guarantee for INR (Rs 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 INR (Rs 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 first written demand from the company, without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the Company shall be binding and conclusive as regards the amount due and payable by the bank under 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 enforce or forebear from enforcing any of the terms and conditions governing the said Purchase order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be effected by any change in the constitution of the Bank or the Company or the said Seller nor shall this guarantee be affected by any change in the constitution of the Company or the said Seller by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until Unless a claim or demand is made within 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 INR (Rs 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-Four

For (Name of Bank):

Authorized Official:

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee.

Annexure-IX

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

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

A) List of Scheduled Public Sector Banks

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

B) List of Scheduled Private Sector Banks

1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.

20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt

D) FOREIGN BANKS:

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

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

Annexure-X

(To be executed on Plain Paper)

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 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 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)

For & On behalf of bidder(s)/
Contractor(s)

(Office Seal)

(Office Seal)

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

Place:

Date:

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//45000XXXXX dated XX.XX.2024

Vendor Code:

Address:

Dear Sirs/Madam,

Ref. No:

1. Our Enquiry No: MAT-RM-PA-BRM-2024-02 dated XX.XX.2024
2. Your offer dated XX.XX.2024 submitted against our above referred enquiry and subsequent correspondences

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

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

Consignee
MANAGER STORES
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

COCHIN DIVISION,
AMBALAMEDU,
AMBALAMEDU,
ERNAKULAM,
KOCHI 682303
Kerala, India

TEL: 0484 2723324, 2723724

Invoicing Address
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

COCHIN DIVISION,
AMBALAMEDU,
AMBALAMEDU,
ERNAKULAM,
KOCHI 682303
Kerala, India

ECC No: AACT 6204 CXM 002

SI NO	Material Code/ Desc	Quantity	Unit	Rate (INR)	Cost (INR)
Common description for the items below: Nil					
1	680421601		Metric Ton	-----	-----



Specification

Element	Element in % in Wt/Wt
P ₂ O ₅ as Phosphorous Pentoxide	26 Min
H ₂ SO ₄ (as SO ₃)	2.0 max
CaO	0.25 max
R ₂ O ₃ (Fe ₂ O ₃ and Al ₂ O ₃)	1.875 max
F	0.9 max
MgO	0.5 max
Cl	0.05 % Max
Suspended solids	1.25 max

Total: ----- (INR)

Total PO Value in INR: -----

Terms and Conditions:

Price Basis	Costs and freight Cochin, India
Final Delivery Due Date	31.03.2025
Transit Insurance	By SELLER



PO(4500000XXX) Page:3 of 3

Security Deposit (SD): SD to be furnished as per cl. No.6 of Annexure VI of the enquiry.

Quantity:.

Price:.

Payment: As per the Clause 7. of Annexure VI of the enquiry

Transportation shall be to Sellers Account.

Delivery shall be on staggered basis with monthly 4000 +/- 5% MT P2O5 from December 2024 to March 2025.

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

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXXX