

दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावनकोर लिमिटेड

निगम सामग्री, पी डी प्रशासनिक बिल्डिंग  
उद्योगमंडल, कोच्ची, केरल, भारत - 683 501  
दूर: 0484 2568233 / 2568363

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

**TENDER FOR SUPPLY OF ROCK PHOSPHATE**

**पुछताछ सं. MAT-RM-RP-20 dated 23/05/2023**

एफ ए सी टी को 05 से 15 अगस्त 2023 के दौरान कोचीन बंदरगाह, भारत में आगमन के लिए न्यूनतम 30% P<sub>2</sub>O<sub>5</sub> सामग्री के साथ 40000 मीट्रिक टन +/- 10% रॉक फॉस्फेट की आवश्यकता है। इच्छुक बोलीकर्ता कृपया सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (<http://eprocure.gov>. में) पर निविदा विवरण देखें। इस निविदा में किसी भी परिवर्तन/विस्तार की सूचना केवल सी पी पी पोर्टल के माध्यम से दी जाएगी और समाचार पत्रों में प्रकाशित नहीं की जाएगी।

बोलियां जमा करने की नियत तिथि / समय: **06/06/2023 - 14.00** बजे

उप महाप्रबंधक (कच्चा सामग्री)

**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD**

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

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

**TENDER FOR SUPPLY OF ROCK PHOSPHATE**

**Enquiry No. MAT-RM-RP-20 dated 23/05/2023**

FACT requires 40000 MT +/- 10% of Rock Phosphate with minimum 30 % P<sub>2</sub>O<sub>5</sub> content for arrival at Cochin port, India during 05<sup>th</sup> – 15<sup>th</sup> August 2023. Interested bidders may please visit Central Public Procurement Portal (<http://eprocure.gov.in>) for tender details. Any change / Extensions to this tender will be informed only through CPP Portal and will not be published in newspapers.

**Due date / Time for submission of Bids: 06/06/2023 - 14.00 Hrs. IST.**

**Deputy General Manager (Raw Materials)**



CORPORATE MATERIALS,  
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING  
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501  
TEL: 00 91 484 2568233/2568363

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

**Enquiry No. MAT-RM-RP-20 dated 23/05/2023.**

Bids are invited for supply of Rock Phosphate on e-procurement portal <https://eprocure.gov.in> as per the details given below:

1. Product : Rock Phosphate (P2O5: 30% minimum)  
as per Specifications vide Annexure-A attached

**Note:** The P2O5 content of 30% specified is minimum. The bidder is requested to quote for Rock Phosphate with higher P2O5 content. The bidder can quote for multiple Grades of Rock Phosphate. However, the bidder shall submit separate guaranteed specification for each grade of Rock quoted. Also the bidder shall submit separate third party inspection certificate of latest shipment made to India, as per clause 4 (A) iii / 4 (B) iii for each grade of Rock quoted. The price of all the grades of Rock Phosphate that are found to be technically acceptable shall be evaluated as per Annexure-H of the enquiry and order placed for the lowest technically acceptable offer.

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

2. Quantity : 40000 MT +/- 10%
3. Schedule : Shipment - arrival Cochin during 05<sup>th</sup> - 15<sup>th</sup> August 2023 lay can.
4. The following Pre-qualification criteria shall be applicable:

A) Producer:

- (i) Should have supplied to any buyer (in India or outside) at least one shipment of 25000 MT of rock phosphate during any one of the preceding three years as on the date of opening of PART A of bid. Copies of Purchase Orders and Invoices / B/Ls for the supplies, duly attested by the Bidder's authorized signatory shall be furnished as documentary evidence in support of the above.
- (ii) Copy of quality certificate showing the specification of Rock phosphate duly attested by the Bidder's authorized signatory shall be furnished as documentary evidence.
- (iii) Producer who has not supplied to FACT, in the last 5 years shall provide the third party inspection certificate of latest shipment made to India in the last 5 years from the date of enquiry for the same specification and grade of Rock Phosphate which is offered in this tender.



B) Trader:

- (i) Should have supplied to any buyer (in India or outside) at least one shipment of 25000 MT+/- 10% of any bulk cargo like rock phosphate, sulphur, fertilizer etc. on CFR basis during any one of the preceding three years ending as on the date of opening of PART A of bid.

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

- a) Copy of Purchase Order/Agreement, (b) Copy of Bill(s) of Lading, c) Copy of Invoice(s).
- (ii) Traders shall also submit Letter(s) issued by the Rock Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy of quality certificate showing all parameters as per FACT specifications, duly attested by the Producer's Authorized Signatory."
- (iii) Trader shall also submit the third party inspection certificate of latest shipment made to India in the last 5 years from the date of enquiry for the same specification and grade of Rock Phosphate which is offered in this tender from the producer, in case producer has not supplied to FACT, in the last 5 years

5. Price:

Bidder shall offer a minimum credit period of 30 days from BL date.

Both FOB and CFR rates shall be quoted. FACT shall place Purchase Order with both FOB and CFR options and reserves the right to accept either the FOB or the CFR option.

Bidder shall quote rates in the prescribed format given in Annexure-C (Price Bid Format).

6. Earnest Money Deposit (EMD): EMD to be furnished as per cl. No.5 of Annexure B (Instructions to Bidders) of the enquiry.
7. Security Deposit (SD): SD to be furnished as per cl. No.3 of Annexure D (Terms and Conditions of Purchase) of the enquiry.
8. Evaluation: The lowest bid will be determined based on the cost of production of one ton of P<sub>2</sub>O<sub>5</sub> using the quoted CFR prices of rock phosphate. Factors considered for Commercial Evaluation are given at Annexure – H
9. Other Terms and conditions: Shall be as per Annexures D, E & F.
- 10. Due date / Time for submission of bid: 06/06/2023 14.00 hrs. IST**
11. The offer shall be valid for acceptance for a minimum period of 15 days from the date of opening of Part-A bids.
12. 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.

Please submit your offer within the stipulated date and time.

Thanking You

For The Fertilisers and Chemicals Travancore Limited

S Sivaramakrishnan  
Deputy General Manager (Materials) RM

Enclosures:

- |                  |   |
|------------------|---|
| 1. Annexure – A  | - Specifications of Rock Phosphate                                  |
| 2. Annexure – B  | - Instructions to Bidders   |
| 3. Annexure – C  | - Price Bid Format - BoQ  |
| 4. Annexure – D  | - Terms and Conditions of Purchase                                  |
| 1. Annexure – E  | - Shipment Terms for FOB Purchase                                   |
| 6. Annexure – F  | - Shipment Terms for CFR Purchase                                   |
| 7. Annexure – G  | - Compliance Statement  |
| 8. Annexure – H  | - Evaluation of price of Rock Phosphate and input costs per MT P2O5 |
| 9. Annexure – I  | - Unpriced copy of Price bid Format                                 |
| 10. Annexure – J | - Pre-Qualification Questionnaire                                   |
| 11. Annexure – K | - Details of previous supplies                                      |
| 12. Annexure – L | - List of Banks   |
| 13. Annexure – M | - Proforma of Bank Guarantee for Security Deposit                   |
| 14. Annexure – N | - Format for Integrity Pact   |

**Annexure – A**

**[Bidder shall use separate sheet for each grade quoted]**

SPECIFICATIONS OF ROCK PHOSPHATE

MOISTURE	:	3% [MAX]
P2O5	:	30 % [MIN.]
CaO	:	53.0%[MAX]
SO3	:	1.7% [MAX]
FLUORINE	:	4% [MAX]
SiO2	:	6% [MAX]
CO2	:	6% [MAX]
CHLORIDE	:	400 ppm (0.04%) [MAX]
R2O3[Al2O3+Fe2O3]	:	2.5%[MAX]
MgO	:	0.5% [MAX]
Na2O	:	1% [MAX]
K2O	:	0.5% [MAX]
OIL & ORGANIC MATTER	:	1.5% [MAX]
SiO2/F	:	0.56 [MIN]
PARTICLE SIZE (Indicative)		
+4[ Tyler Mesh ](4.76mm)	:	Nil
+10[ " ] (1.68mm)	:	5% [MAX]
[-100] [ " ] (0.149 mm)	:	20% [MAX]
[-200] [ " ] (0.074 mm)	:	6% [MAX]

Notes:

- 1.0 Moisture at the load port shall be certified by an independent surveyor and invoice shall be raised for each shipment after deducting rebate for moisture. The rebate for moisture shall be calculated by multiplying the quantity of moisture and the corresponding CFR price quoted by bidder.
- 2.0 Offers with minimum 30% P2O5 of Rock shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Rock phosphate offered by them. Prorate rebate on CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder.
- 3.0. Shortage of more than 0.5% from the B/L quantity in weight determined at discharge port by draft survey shall be to Seller's account.

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**Instructions to Bidders**

- 1.0 Definitions:
- FACT : Shall mean The Fertilisers and Chemicals Travancore Ltd., with registered office at Udyogamandal and its various Divisions.
- Bidder : Shall mean the Firm / Producer / Trader / Agent who submits bid in response to this enquiry.
- Seller : Shall mean the Firm / Producer / Trader / Agent on whom FACT places the Purchase order.
- Contract Value: CFR/FOB value of the order quantity.
- 2.0 Please submit your bid for supply of Rock Phosphate (P2O5:30% min) conforming to the specifications as per Annexure A and terms and conditions stated in the enquiry documents as detailed below: -
- 2.1 Bidders shall study carefully the Enquiry Notice, Instructions to Bidders, Terms and conditions of purchase, shipment terms for FOB contract and shipment terms for CFR contract sent along with this enquiry. All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.
- 2.2 Bid shall be submitted on two-part basis. Part A shall consist of pre-qualification cum Techno-commercial bids and Part B bid shall be Price Bid. Part A bid shall contain all relevant documents as required for pre-qualification, proof of payment of EMD / exemption of EMD, SD exemption if applicable, Certificate of declaration on land border, all the documents which shall be filled by supplier, including their guaranteed specification, compliance statement, Unpriced Bid, Integrity Pact and other necessary documents. RTGS/NEFT details of EMD shall also be enclosed along with Part A bid. Price shall be quoted only in the Price Bid Format. The bid shall be signed by the authorized signatory on all uploaded documents, both in Part A bid and Part B bid. Offers sent by E-mail shall not be considered
- 2.3 Due date / Time for submission of bids: 06/06/2023 / 14.00 hrs. IST.  
Date /Time of opening of bids (Part-A): 06/06/2023 / 14.30 hrs. IST
- 2.4 On the specified bid opening date, Part A bids will be opened
- Part B bids of those bidders whose bids are found acceptable based on pre-qualification and techno-commercial evaluation only will be opened. Such bidders shall be informed of the same.
- 3.0 The brief process detail of our Phosphoric acid plant at Cochin Division, Ambalamedu (FACT- CD) is given below:
- The phosphoric acid plant is designed to produce 360 TPD of P2O5 through Dihydrate Route. The plant was designed by Societ de Prayon of Belgium based on Prayon Convertible process. The plant produces acid at a strength of 30% P2O5. Rock phosphate is reacted in an attack tank with 98% Sulphuric acid along with weak recycle phosphoric acid. A portion of slurry from the tank is circulated through an evaporator to remove excess water in the system, to control the attack tank slurry temperature and prevent hemihydrate formation. The



slurry is taken to digestion vessels and is pumped to a filter after giving sufficient residence time. The filter is a vacuum Prayon filter giving 30% acid and dry gypsum.

4.0. Discharge rate at Cochin Port: **5000 MT PWWD SAT AFT SHEX EIU**

5.0 Earnest Money Deposit (EMD):

Bidder shall submit Earnest Money Deposit (EMD) at the rate of US Dollar one per MT for which BID is being submitted in the form RTGS/NEFT to FACT's account. FACT's account details to enable RTGS/NEFT payment is given below. Bid without EMD is liable to be rejected. The EMD furnished by the unsuccessful bidders will be refunded after finalization of order and expiry of validity of the bid. Bidders shall quote multiple grades with EMD for a single shipment as FACT intends to buy only the lowest technically acceptable offer from the different grades quoted.

The Bank Details are as follows:

STATE BANK OF INDIA, COMMERCIAL BRANCH

VANKARATH TOWERS, PADIVATTOM

COCHIN 682024

CONTACT NOS : BOBEN MATHAI : 8593070731

BRANCH LANDLINE : 0484 - 2340028/29

**A/c No: 10590232386**

**IFSC: SBIN0004062**

**SWIFT: SBININBB245**

**TYPE: CC ACCOUNT**

The EMD is exempted in the case of:

- i) Manufacturers/producers who have supplied Rock Phosphate to FACT in the past.
- ii) Reputed traders who have supplied a minimum Quantity of 25000 MT of Rock Phosphate of P2O5 30% Min to FACT for at least two years in the last five years.

Necessary documents shall be provided to prove the exemption criteria.

6.0 The bid shall contain the compliance statement as per Annexure G duly filled and signed by the authorized signatory.





**7.0 Pricing:**

- 7.1 Prices shall be firm and on dry basis.
- 7.2 Bidder shall quote cash price (at sight) as well as interest for a minimum 30 days credit period upto 180 days from B/L date as per Price Bid Format as per Annexure C.
- 7.3 Offers with minimum 30% P<sub>2</sub>O<sub>5</sub> of Rock shall only be considered. Bidder shall guarantee the minimum P<sub>2</sub>O<sub>5</sub> content in the Rock phosphate offered by them. Prorata rebate on CFR value shall be applicable in case P<sub>2</sub>O<sub>5</sub> content is below the minimum value guaranteed by the bidder.
- 8.0 Detailed load port terms and conditions shall be furnished.
- 9.0 The necessary pages of the bids shall be signed and uploaded. Bids shall be free from over writing and corrections, if any, shall be duly attested by the bidder. All rates shall be filled in figures and words. If there is any difference between the amount given in figures and words, the amount indicated in words shall be considered.
- 9.1 The bid shall be signed by authorized signatory only.
- 9.2 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 Details required regarding Indian agent vide cl.16 and its sub-clauses of Annexure -D shall be submitted at the time of bidding.
- 13.0 Evaluation: The lowest bid will be determined based on the cost of production of one tonne of P<sub>2</sub>O<sub>5</sub> using the quoted CFR prices of rock phosphate. Factors considered for Commercial Evaluation are given at Annexure – H
- 14.0 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-N of the Enquiry. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed  
Flat 902, Saikrupa Hill View,  
Golf Course Road, Sector -12. Kharghar, Navi Mumbai-410210  
Mobile: 9821058152 Mail: ajtopcop@gmail.com
2. Shri B. Ravichandran  
Flat No.TF3, RKC Subrabath,  
7th Street, Kumaran Colony,  
Vadapalani, Chennai 600 026  
Mobile: 9482234346 Email: bravi1958@gmail.com

**Note:**

- (A) The Original Integrity Pact on Plain paper duly signed by the bidder along with the bid. In case the bid is submitted by email, scanned copy of the Integrity Pact duly signed by the bidder shall be submitted along with the bid.
- (B) In case bidders require any clarification pertaining to the tender please contact: Shima P.S, Assistant General Manager (Materials)-,Phone: 0484-2568620; e-mail: shima@factltd.com or Akash Rajan, AM(Mat),Phone: 0484-2568363, e-mail: akash@factltd.com.  
Kindly note that the Independent External Monitors should NOT be contacted for clarifications regarding the tenders.

**Special Note:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure I of Order No. 7/10/2021-PPD (1) dated 23.02.2023 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.

II. "Bidder" (including the term "tenderer", "consultant" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity or f. A natural person who is a citizen of such a country; or g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical



person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of its Legal or Commercial relationship with the producer of the goods, be deemed to be an agent for the purpose of this order. However, a bidder who only procures raw material, components etc. from an entity from the country which shares a land border with India and then manufactures or converts them in to other goods will not be treated as an agent.

VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Certificate to be submitted by tenderers:

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached".

2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.

### **INSTRUCTIONS TO BIDDERS ON E-TENDER**

- a. Bidders shall study carefully the complete enquiry documents viz. Notice Inviting Tenders, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BOQ).
- b. 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.
- c. 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.
- d. SUBMISSION OF BIDS: Bids shall be submitted in TWO PARTS

- e. PRE-QUALIFICATION-cum-TECHNO- COMMERCIAL BID (Part A) shall contain the all documents as per the Clause 2.2 of Instructions to Bidders.
1. Part-B: PRICE BID:
    - f. Price Bid (BOQ) attached to the enquiry shall be uploaded after filling all relevant information such as, name of the bidder, basic price, taxes & duties, freight etc.as called for.
    - g. The priced bid shall be uploaded 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.
    - h. Please fill-in all the relevant fields. Blank fields in the uploaded BoQ 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.
    - i. Prices shall be quoted only in the prescribed bid form and those indicated elsewhere, if any, shall not be considered.
    - j. Price Bid shall be uploaded only in Part B.
    - k. 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.
    - l. Both Part-A and Part-B of the 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.
    - m. Non-submission of any document or submission of incomplete documents may result in 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.
  2. BID OPENING;
    - i. 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 online.
    - ii. Part-B - Price bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date.
  3. HELP DESK
    - 3..1 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

**Terms and Conditions of Purchase**

1. The Purchase Order is placed with both FOB and CFR option and FACT reserves the right to exercise the FOB or the CFR. In case of FOB option, FACT shall arrange for fixing the vessel for which Seller shall allow a minimum period of three weeks after confirming the firm load port lay can along with complete load port details. If FACT is not able to nominate a suitable vessel in this period, requested Transchart for issue of dispensation, FACT shall exercise CFR option immediately on receipt of dispensation from Transchart. Seller shall then make CFR arrangements for the agreed lay can only.
  - 1.1. Seller shall furnish firm lay can well in advance so that the activities required for vessel fixture by FACT or CFR arrangements by Seller in the event of dispensation from Transchart are made smoothly. The Seller shall not be absolved from his obligations under the Purchase Order, citing insufficient time for making CFR arrangements. Shipment terms for FOB contract and those for CFR contract shall be as given in Annexure E and Annexure F respectively of this enquiry.
2. Taxes and Duties:

All levies, taxes and duties in the Seller's country shall be to Seller's account and in India to FACT's account.
3. Security Deposit (SD):
  - 3.1 The Seller shall provide within 15 days from the date of receipt of Letter of Intent, a Security Deposit, of 2% of the value of the order in cash or Bank Guarantee from a Nationalized / Scheduled / Foreign bank in the prescribed proforma. In the case of bank guarantee issued by branches abroad of foreign banks or bank guarantees issued by branches abroad of Indian banks, confirmation from a Nationalized / Scheduled bank situated in India shall be obtained. The bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. Validity shall be further extended on demand as per terms of our BG proforma.
  - 3.2 The Security Deposit shall not carry any interest and shall be refunded only after successful completion of the supply of rock phosphate as per this Purchase order after deducting all amounts due to FACT, when the claim period is over.
  - 3.3 The EMD paid can be adjusted towards Security Deposit, if so desired by the Contractor. In case of remittance of the Security Deposit in full, the EMD shall be returned to the Seller.
  - 3.4 The Earnest Money Deposit shall be forfeited if the Security Deposit is not furnished as required within 15 days on receipt of Letter of Intent (LOI).
  - 3.5 The SD is exempted in the case of Reputed Manufacturers / producers/Traders who have supplied Rock Phosphate of P2O5 30% Min to FACT in the past.
4. Payment:
  - 4.1 Payment shall be made by telegraphic transfer to Seller's designated bank account against clean and complete shipping documents presented to FACT's bank through Seller's bank. To effect the payment in US dollars, Seller's full address, style and account no. and the name and account no. of their correspondent bank shall be furnished in the offer.

- 4.2 Payment shall be by way of L/C. L/C opening charges and bank charges in India shall be to FACT's account. All charges outside India, including confirmation charges, in case confirmation is required, will be to Seller's account.
- 4.3 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.
- 4.4 Indian Agent's Commission, if any, shall be deducted from the invoice and paid in Indian Rupees in India. Please see clause 16 below.
5. Shipping Documents:
- 5.1 Seller shall present following shipping documents for payment purpose:
- a] Three original and three non-negotiable copies of clean on board bills of lading marked freight paid/payable by shipper as per Charter Party. In case of Charter Party Bills of Lading, it should bear an endorsement that all the relevant terms and conditions of the relative Charter Party are deemed to have been incorporated therein.
- The B/Ls to show:
- 1] Import License – Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 - 20
  - 2] Purchase Order Number
  - 3] L/C reference, if payment is by L/C.
- b] Three signed commercial invoices and three copies of the same based on the Bill of Lading quantity and surveyor's certificate of analysis. The invoice shall show the following:
    - 1] B/L No. and date
    - 2] Import License – Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 - 20
    - 3] Purchase Order No.
  - c] Certificate of origin issued by the concerned Chamber of Commerce.
  - d] Certificate of weight issued by internationally reputed Independent Surveyor.
  - e] Certificate of quality/analysis issued by internationally reputed independent surveyor.
  - f] A certificate from the Seller stating that e-mail/fax has been sent to FACT's underwriters for insurance purposes.
  - g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.
- 5.2 All charges towards obtaining the above documents shall be to the account of Seller.
- 5.3 Routing of shipping documents shall be as follows:

- 1] A copy each of B/L and Invoice shall be emailed within 2 days of loading/sailing of the vessel to Senior Officer [Shipping], FACT Ltd., Willingdon Island, [email: cmwi@factltd.com] and Deputy General Manager (Materials)-Raw Materials, FACT Ltd.,(email:sivaram@factltd.com)
  - 2] Original set of documents to be forwarded to the bank.
  - 3] One set each, comprising of copies of the above documents to be forwarded to;
    - i] DEPUTY GENERAL MANAGER [FINANCE]-BILLS(RM) (Email:deepam@factltd.com), FINANCE DEPT., FACT LIMITED, HEAD OFFICE, UDYOGAMANDAL, COCHIN, KERALA - 683 501, INDIA.
    - ii] SENIOR OFFICER [SHIPPING], [email: cmwi@factltd.com] SHIPPING OFFICE, FACT LIMITED, POST BOX NO.3703, WILLINGDON ISLAND, COCHIN, KERALA - 682 009, INDIA.
    - iii] DEPUTY GENERAL MANAGER [MATERIALS]-RM, email:sivaram@factltd.com) CORPORATE MATERIALS, FACT LIMITED, FACT PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING, UDYOGAMANDAL, COCHIN, KERALA – 683 501, INDIA.
6. Liquidated damages:
- The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This value shall be either FOB or CFR as per the option exercised by FACT.
7. Force Majeure:
- 7.1 If at any time during the existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, Acts of God and Acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be rescheduled after considering FACT's production requirements and ullage.
  - 7.2 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.
  - 7.3 If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.
  - 7.4 The Seller and/or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party, of the existence and termination of the circumstances preventing the performance of the Contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
  - 7.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

8. 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.

9. Determination of quality and quantity:

9.1 The quality and quantity of each shipment shall be determined at the load port only by SGS/ INTERTEK/ INSPECTORATE (Bureau Veritas)/TUV Austria. The cost incurred towards the services of surveyor (including issue of necessary quality and quantity certificates) shall be to Seller's account. However, FACT reserves the right to inspect the material or have the material inspected by another third party inspector prior to shipment with regard to both quantity and/or quality at FACT's cost, in which case, this certificate of quantity and/or quality shall be final.

9.2 The determination of product quality in respect of each shipment shall be undertaken by the independent surveyor and shall be used in the preparation of the certificate of quality. Two representative samples of each shipment shall be taken by the surveyor, which shall be sealed and signed by the surveyor and the Seller. One sample shall be placed on board the vessel for the consignee and one shall be retained by Seller, as a reference sample for a period of 60 days from the date of completion of discharge unless a dispute has arisen in which case the sample shall be retained until the resolution of such dispute.

9.3 Offers with minimum 30% P2O5 of Rock shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Rock phosphate offered by them. Prorata rebate on CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder. If the analysis report of the sample taken at discharge port shows adverse variation compared to load port analysis as per FACT's assessment FACT shall intimate the same to Seller within 30 days of completion of discharge. If the difference is less than 0.5% P2O5, seller shall arrange to pay FACT the pro-rata rebate. If the difference is more than 0.5% P2O5 Seller at his option shall arrange for analysis of the reference sample at his cost to the referee laboratory of International repute for analysis. The result of this reference sample shall be binding on both seller and buyer and shall be used for P2O5 prorata rebate. The seller's claim in this regard shall be limited to that of invoice value based on PO price. Accordingly, the payment for difference in P2O5 shall be paid by the Seller within 30 days of receipt of intimation from FACT.

9.4 Moisture at the load port shall be certified by an independent surveyor and invoice shall be raised for each shipment after deducting rebate for moisture. The rebate for moisture shall be calculated by multiplying the quantity of moisture and the corresponding CFR price quoted by bidder.

10. Shortage of more than 0.5% from the B/L quantity in weight determined at discharge port by draft survey shall be to Seller's account.

11. Titles and Risk: Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2010, as amended from time to time.

12. Amendment of the Purchase Order:





Any amendment or modification to this Purchase Order shall be made in writing with the concurrence of the Seller, where required.

13. Law:

The governing law for this Purchase Order shall be Indian law. The proper language of the Purchase Order shall be English. The Seller agrees to submit himself to the Jurisdiction of Indian Courts of Law.

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

15 Applicable Law and Settlement of Disputes:

15.1 This Order shall be subject to and shall in all respects be governed by Indian Law.

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

15.3 Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam, Kerala, India.

16. Seller's Indian Agent:

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

16.1 Indian Agent's registration Nos., their permanent income tax account number and GST Registration details.

16.2 Amount and nature of commission/remuneration.

16.3 As required in instructions to bidders, a copy of terms and conditions of the appointment of the Indian agent including the commission being paid to them to be furnished by the Seller. In case the Seller has no agent in India, the Seller shall certify that they have no agents in India and that no remuneration is to be paid to any Indian Party. If the seller does not indicate the name of his agent or representative in India, and the amount of commission payable to him in the offer, it will be assumed that no agent's commission is involved.

16.4 FACT shall deduct the Indian agent's commission, if applicable from the value of the Seller's invoice and pay to the Indian Agent in equivalent Indian Rupees (rate of exchange being the rate at which payment was made to Seller) by cheque, as per the agreed payment terms. In case Indian agents are foreign controlled company as defined Under Section 28 of the Foreign Exchange Regulation Act 1973 or any other Act as in force, certificate / permission from Reserve Bank of India / Government of India as the case may be that they are entitled to do the agency business and receive commission from buyers should be submitted.

- 16.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.
- 16.6 Should FACT suffer any loss or penalty because of the failure of the Seller to disclose the details mentioned above about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from them damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.
- 17.0 The Purchase Order against the enquiry shall be placed by The Fertilisers and Chemicals Travancore Limited (FACT LTD.). It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights out of or under this order.
- 18.0 In case of Egyptian cargo/ any other cargo which causes difficulty in unloading due to dustiness of cargo, the following have to be specifically agreed.**
- a. **All arrangements for unloading the cargo into FACT's barges shall be the responsibility of the seller.**
  - b. **The ship shall have suitable cranes and grabs which shall be operated by the ship crew/any other agency free of cost to unload the cargo into FACT's barges from FACT's berth/other berth/ outer sea if required.**
  - c. **All additional charges due to operation in FACT's berth/other berth/outer sea including additional transportation charges for barges shall be to seller's account.**
  - d. **The shifting charges to other berth/outer sea due to the dustiness of cargo shall be to seller's account.**
  - e. **Demurrage will not be charged to FACT for the delay caused due to dustiness of cargo.**
  - f. **The ship shall have sufficient facility for temporary mooring of barges during discharge using stevedore at berths/outer seas.**

**Eng. No. MAT-RM-RP-20 dated 23/05/2023****Shipment terms for FOB Purchase**

- 1.0 FACT undertakes to provide transportation for carriage of the cargo in bulk.
- 2.0 FOB terms between Seller and their supplier if any shall not apply to P.O. placed by FACT. It shall be as per FACT's terms only (with agreed variations). Seller shall forward the full loadport details, as well as firm loadport laycan with a spread of not less than 5 days, in conformity with the Purchase Order schedules or as required by FACT for each shipment, in case schedule is not finalized prior to issue of Purchase Order.
- 3.0 FACT shall arrange to charter a suitable vessel. Seller shall forward their acceptance of such nominated vessel within 2 working days of the nomination. FACT reserves the right to substitute named vessel after giving prior intimation to the Seller.
- 4.0 The vessel shall report to the Seller or Seller's agents at the loadport and present herself for loading the cargo as per loadport terms and conditions as incorporated in the Charter Party.
- 5.0 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 mailed to Deputy General Manager (Materials-RM), (sivaram@factltd.com) Deputy General Manager [Fin], (deepam@factltd.com), Senior Manager (Materials - RM) (shima@factltd.com), Assistant Manager (Materials-RM) akash@factltd.com) 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 id : bibin.kb@newindia.co.in, Athira Prabhakar, Designation : Deputy Manager, Mobile & land line : 9946691523, 0484-2375273, E Mail id : athira.prabhakar@newindia.co.in, Phone: +919400687118, +917045652479, +919946691523
- 6.0 All claims at the loadport like demurrage, despatch, dead freight, etc., shall be settled directly between the Seller and the vessel owner. Suitable provision shall be made to this effect in the Charter Party. FACT shall render assistance, if required, to the Seller/Owner in settling such claims.
- 7.0 Seller shall be liable for any demurrage incurred at the load port on account of any delay in loading beyond the permissible laytime. Any delay due to the vessel's condition or breakdown or inability of the vessel's facility to load cargo within the time allowed, shall not count as used laytime.
- 8.0 All other terms and conditions not indicated in these shipment terms shall be as per the Terms and Conditions of the Order and the relevant Charter Party.

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**Annexure- F**

**Shipment terms for CFR Purchase**

- 1.0 FACT can declare CFR option only after getting dispensation from Transchart, Ministry of Surface Transport, New Delhi. Seller shall provide at his own expense proper transportation for carriage of the cargo in transit subject to Government of India policy directives in this regard. Indian flag vessels to be accorded first right to refusal. Seller shall forward C/P on finalization of vessel. Freight shall be pre-paid.
- 2.0 Vessel nominated shall conform to ISM code for safe operations and pollution prevention and other requirements of Indian / International Maritime Authorities, applicable for carriage of rock phosphate as relevant. Non-compliance or lack of necessary supporting documents to show compliance with the above and consequent damages, if any, shall be to Seller's account.

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

DGS ORDER on Age Norms and other Qualitative Parameters w.r.t. vessels, F No 16-1701 I/5/2022-SD-DGS Dated 24.022023 [DGS Order No. 06 of 2023] shall be strictly followed.

- 3.0 Discharge rate at Cochin Port: **5000 MT PWWD SAT AFT NOON SHEX EIU.**
- 4.0 Demurrage Rate: Shall be indicated by Seller while nominating the vessel. [Despatch Rate shall not be less than half of the demurrage rate.]
- 5.0 Discharge Port : 1/2 SB Cochin

**If FACT decides to do stevedoring ship's crane with suitable grab for unloading shall be made available for doing stevedoring.**

- 6.0 Arrival draft at Cochin: Not to exceed 35 ft.
- 6.1 In case arrival draft exceeds permissible draft, lightening to be arranged by Seller at own risk and cost including time lost. It shall be Seller's responsibility to ensure that the vessel arrives with the permissible/available draft at Cochin whichever is less.
- 6.2 Seller shall guarantee that vessels nominated are amenable to discharge using our mechanical ship unloader i.e. gearless vessels, which can permit free movement of FACT's ship unloader from hatch to hatch. Tween decked vessels and vessels with tunnel-shafts in the aft-holds shall not be employed, unless specifically accepted by FACT, for which additional laytime and costs, as stipulated by FACT, shall be borne by Seller.
- 6.3 Seller shall guarantee that vessels nominated are amenable to discharge using FACT's mechanical ship unloader i.e. vessels which can permit free movement of FACT's ship unloader from hatch to hatch. Tween decked vessels, flush tween decked vessels and vessels with tunnel-shafts in the aft-holds shall not be employed, unless specifically accepted by FACT, for which additional laytime and costs, as stipulated by FACT, shall be borne by Seller. Vessels shall be equipped

- with 4/5 cranes of 10-15MT capacity. On board cranes / gears / derricks shall be capable of placing and taking out FACT's pay loader of 10 MT weight in the hold/hatches safely and the cranes / gears / derricks shall be operated by the ship's crew. Any time loss due to breakdown of cranes/gears/derricks not to count as laytime and any expenses incurred will be to the owner's/seller's account. No transshipment shall be made without prior permission of FACT.
- 6.4 **FACT shall have the right to shift the vessel (upto one shifting operation) from FACT's berth to another vacant berth / anchorage and back to FACT's berth and time used and related costs shall be to seller's account.**  
This is to facilitate discharge of other vessels bringing goods for FACT as per FACT's requirement. One shifting operation involves movement from FACT's berth (Q-10) to another vacant berth / anchorage and back to FACT's berth (Q-10)
- 7.0 The following vessel details shall be furnished by Seller while nominating vessel, by email addressed to Deputy General Manager [Materials]- Raw Materials.
- i] Name of the vessel, ex-name, if any ,ii] Flag, iii]Classification, iv] Year of built  
v] GRT/NRT & LOA , vi] Registered owners vii] Operators, viii] Charterers,  
ix] P&I club, x] Hull u/w & terms of cover, xi] Particulars of performance of vessel's last 2 voyages, xii] Agents at load port and discharge port,  
xiii] Demurrage and despatch rates.
- 8.0 Expected loading days and arrival date at Cochin shall be intimated to FACT for each shipment while nominating the vessel in conformity with the Purchase Order.
- 9.0 Insurance:
- 9.1 The vessel chartered by Seller shall be of the highest Lloyd's or equivalent classification. Any extra insurance and customs duty thereon due to class/flag shall be to Seller's account. Same shall be deducted from the Seller's bills. War risk premium for vessel and crew bonus, if any payable to vessel owners as per C/P for calling at nominated load port is to be borne by Seller.
- 10.0 On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Cochin and value shall be mailed to Deputy General Manager [Materials]-Raw Materials,(Mail: sivaram@factltd.com and akash@factltd.com) Deputy General Manager [Finance](mail: deepam@factltd.com), Senior Officer [WI](Mail: cmwi@factltd.com) 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 id : bibin.kb@newindia.co.in, Athira Prabhakar, Designation : Deputy Manager, Mobile & land line : 9946691523, 0484-2375273, E Mail id : athira.prabhakar@newindia.co.in  
Phone: +919400687118, +917045652479, +919946691523
- 11.0 Seller shall obtain, from the carrier at his own expense on board shipped, Ocean Bill of Lading, clean and transferable in the name of FACT, dealing only with the cargo as per the Purchase Order to Cochin, India and courier the copies of the Shipping documents.
- 12.0 The sailing progress of vessel shall be reported to Deputy General Manager [Materials]- Raw Materials, Senior Officer [WI], Shipping Office by, email at least 72 hours before arrival, stating the anticipated hour of arrival. Similar notice shall be given at least 48 hours, 36 hours and 24 hours in advance of the

ETA of vessel and thereafter any change every one hour.

- 13.0 Laytime: Based on discharge rate of **5000 MT PWWD SAT AFT NOON SHEX** EIU. Time from Saturday noon to Monday 0800 hrs. and from 17:00 hrs. on the day prior to a holiday to 08:00 hrs. on the next working day shall not be counted, even if used.
- 13.1 N.O.R. time: NOR shall be tendered during official working hours only, i.e. between 09:30 hrs. to 17:00 hrs. from Monday to Friday and 09:30 hrs to 12:00 hrs on Saturday.
- 13.2 Laytime shall commence only 24 hours after the receipt and acceptance of Notice of Readiness [N.O.R.] as above and shall end on completion of discharge.
- 14.0 Berthing delay on account of any reason over which FACT has no control including but not limited to tide not being available or other such natural causes, vessel missing the last pilot of the day, etc., shall not be included in laytime.
- 15.0 Any delay in commencing discharge on account of delay in obtaining the free pratique customs clearance, immigration, etc., by the vessel's agents and any port charges on this account shall not be to FACT's account.
- 16.0 If the vessel is unable to complete unloading within the allowable laytime, due to any cause attributable to FACT, FACT shall pay to Seller demurrage at the rate agreed to or as per C/P whichever is lower.
- 17.0 If the vessel completes unloading earlier than the allowed laytime Despatch shall be payable to FACT, Seller shall pay to FACT despatch at the rate not less than half of the demurrage rate.
- 18.0 Demurrage/despatch shall be settled within 30 days of mutual acceptance of laytime statement.
- 19.0 If, however, demurrage is incurred at the port of discharge by any reason over which FACT have no control including but not limited to fire, explosion, storm or by strike, lockout stoppage or restraint of labour by breakdown of machinery or equipment in or about the plant/unloading facilities of FACT or any other force majeure circumstances, no demurrage shall be payable.
- 20.0 FACT shall not be liable for any demurrage in the event of the vessel coming prior to or after the lay days stipulated by FACT. In case of early arrival, vessel shall be deemed to have given NOR at 9:30 hrs. on the first working day of the lay days given by FACT.
- 21.0 At discharge port, dues on vessel shall be for the Seller's account, but dues on cargo including import duties, taxes and customs duties shall be to FACT's account.
- 22.0 All suppliers should inform actual ocean freight to FACT on request.
- 23.0 In case documents are not made available to FACT prior to arrival of vessel, delivery order shall be issued by Seller's / Vessel Owner's agents to FACT's representatives at Cochin against ordinary Letter of Indemnity issued by FACT. Freight to be pre-paid. Any delay, damages or costs in obtaining the delivery order for discharging the cargo from vessel owners/agents on account of non-settlement of dues to owners/port by Seller/Seller's agents or for any reason not attributable to FACT shall be to Seller's account.

- 24.0 Consignee: DEPUTY GENERAL MANAGER (MATERIALS) -RM, THE FERTILISERS AND CHEMICALS TRAVANCORE LTD PD ADMINISTRATIVE BUILDING, UDYOGAMANDAL, COCHIN - 683501, INDIA  
Email:sivaram@factltd.com
- Notify party: SENIOR OFFICER [SHIPPING], THE FERTILISERS AND CHEMICALS TRAVANCORE LTD, SHIPPING OFFICE, POST BOX NO.3703, WILLINGDON ISLAND, COCHIN 682 009, INDIA  
Email;cmwi@factltd.com
- 25.0 Vessel/crew shall comply with all rules and regulations of Cochin Port Trust / FACT, at Cochin.
- 26.0 All other terms and conditions shall be as per relevant charter party. The provisions stipulated in this Purchase Order shall however supersede those of the charter party wherever they are found to be at variance to each other.
- 27.0 In case of Egyptian cargo/ any other cargo which causes difficulty in unloading due to dustiness of cargo, the following have to be specifically agreed.**
- g. All arrangements for unloading the cargo into FACT's barges shall be the responsibility of the seller.**
  - h. The ship shall have suitable cranes and grabs which shall be operated by the ship crew/any other agency free of cost to unload the cargo into FACT's barges from FACT's berth/other berth/ outer sea if required.**
  - i. All additional charges due to operation in FACT's berth/other berth/outer sea including additional transportation charges for barges shall be to seller's account.**
  - j. The shifting charges to other berth/outer sea due to the dustiness of cargo shall be to seller's account.**
  - k. Demurrage will not be charged to FACT for the delay caused due to dustiness of cargo.**
  - l. The ship shall have sufficient facility for temporary mooring of barges during discharge using stevedore at berths/outer seas.**



**Annexure - G**

**COMPLIANCE STATEMENT**

Ref: Enquiry No.MAT-RM-RP-20 dated 23/05/2023

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-RP-20 dated 23/05/2023 and hereby confirms our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document/ Clause No.	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

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**Annexure-H**

**Evaluation of price of Rock Phosphate and input costs per MT P2O5**

1. Rock phosphate
  - 1(A) FOB Price (USD per MT) with credit
  - 1(B) CFR Price (USD per MT) with credit
  - 1(C) CFR Price Less Franchise
  - 1(D) CFR Price Less Franchise Less Quantity rebate
  - 1(E) Loading for sailing time  

$$\left\{ \frac{1(D) \times \text{interest Rate}^* \times \text{Sailing time}}{100 \times 360} \right\}$$
  - 1(F) TT/LC charges \*\*
  - 1(G) Loading for credit period  

$$\left\{ \frac{1(D) \times \text{interest Rate}^* \times (180 - \text{credit period offered})}{100 \times 360} \right\}$$
  - Sub Total [1(D)+1(E)+1(F)+1(G)] in USD per MT  
 1(H) in Rs. Per MT<sup>^</sup>
  - 1(I) Customs Duty <sup>^^</sup>  

$$[1(D) \times \text{Exchange Rate}^{\wedge} \times \text{insurance } 1.0001435] \times \text{Rate of Customs duty}/100$$
  - 1(J) Evaluated price of rock in Rs. Per MT  

$$[1(H) + 1(I)]$$
2. Cost of Sulphuric acid in Rs. Per MT
3. Applicable Consumption Ratios to the rock quoted:
  - 3(A) R / P2O5
  - 3(B) SA / P2O5
  - 3(C) Gypsum / MT P2O5
4. Input Costs per MT P2O5 : (In Rs. )
  - 4 (A) Rock Phosphate  

$$1(J) \times 3(A)$$
  - 4 (B) Sulphuric Acid  

$$2 \times 3(B)$$
  - 4 (C) Handling, Wharfage, Inland Freight and Insurance of rock [Rs./MT x 3 (A)]
  - 4 (D) Gypsum handling  

$$[\text{Rs.}/\text{MT} \times 3 (C)]$$
  - 4 (E) Gypsum Credit  

$$[4 (A) + 4(B) + 4(C) + 4(D) - 4 (E)]$$

\* 1. The prevailing rate of interest for cost of fund to FACT will be applicable. Present rate is 8.25 %.

\*\* 2. The prevailing charges for TT and LC payments as applicable to FACT will be applicable.

Current foreign LC charges are as follows;

Foreign LC charges: 0.135% p.a

Inland LC Charges: 0.175% p.a.

Charges applied for actual number of days per annum basis.

Present TT charge is Rs.2750+GST.

<sup>^</sup> 3. The Exchange rate on the date of opening of price bid will be applicable.

<sup>^^</sup> 4. The present rate of Customs duty is 2.5% (basic 2.5% + cess 10%).

**QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR  
SUPPLY OF ROCK PHOSPHATE**

	<b>Description</b>	<b>To be filled in by vendor</b>
1.1.0	Name of the vendor	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	Fax Numbers	
1.6.0	Contact Person(s)	
2.0.0	<b>Company Particulars:</b>	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	<b>Financial data:</b>	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed)
3.0.0	<b>Sourcing particulars:</b>	
3.1.0	<b>Whether Producer/ Trader</b>	
3.2.0	<b>If Producer:</b>	
3.2.1	Location of mine of Producer	
3.2.2	Annual Production Capacity for Rock Phosphate in each mine.	



3.2.3	Typical Analysis Report of Rock Phosphate produced in each mine duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given.	(Document to be enclosed)
3.3.0	<b>If Trader:</b>	
3.3.1	Name and address of producer from where Rock Phosphate is proposed to be sourced	
3.3.2	Annual production capacity of Rock Phosphate in each mine stated above	
3.3.3	Letter(s) issued by the Producer's authorized signatory confirming to backup with respect to quality and quantity	(Document to be enclosed)
3.3.4	Typical Analysis Report of Rock Phosphate produced in each mine showing parameters of specification, duly attested by the producer's authorized signatory	(Documents to be enclosed)
4.0.0	<b>Loading Port(s) details:</b>	
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 Rock Phosphate in India/abroad for the last three years as on the date of Application for Pre-qualification.	(Details to be given as per Annexure-K and documents indicated therein to be enclosed).
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:	
7.1.0	Indian Agent's Registration Number	
7.2.0	Permanent Income Tax Account Number	

7.3.0	GST Registration details		
7.4.0	Nature of commission/remuneration		
7.5.0	Copy of Terms and Conditions of appointment		(Document to be enclosed)
8.0.0	<b>Details of Authorized Signatories:</b>		
	Name	Designation	Signature
1			
2			
3			

9.0.0 Any other details:

Place

Signature

Date

Name

Designation (Authorized (Authorized Signatory))

Seal

**Notes:**

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



**Annexure –K**

**DETAILS OF SUPPLIES:**

Details of supplies of Rock phosphate in bulk as per the pre-qualification criteria specified during the last three years as on the date of submission of Part-A Bid.

Year	Purchase Order No./ Date	Description of Material	Quantity as per Purchase Order	Client	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge
2020							
2021							
2022							
2023							

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

Place

Name

Date

Signature

Seal

Designation (Authorized Signatory)



**Check List of Documents to be enclosed along with Annexure K:**

**In the case of Producer:**

1. Copy of Purchase Order(s)/Agreement(s) in support of Data furnished vide **Annexure-K**.
2. Copy of Invoice(s) and Bill(s) of Lading for the supplies made in respect of the above.
3. Copy of Typical Analysis Report showing parameters of specification as given.
4. Copy of Audited Balance Sheet/Annual Report for the last three years.

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

**In the case of Trader**

1. Copy of Purchase Order(s)/Agreement(s) in support of Data furnished in **Annexure K**.
2. Copy of Invoice(s), Bill(s) of Lading for the supplies made in respect of the above.
3. Letter(s) issued by the Producer's Authorized Signatory, confirming to backup with respect to quality and quantity.
4. Copy of Typical Analysis Report showing parameters of specification as given duly attested by Authorized Signatory.
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.

**LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:**

Ref: Enquiry No. MAT-RM–RP-20 dated 23/05/2023

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

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

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



C) FOREIGN BANKS:

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

Note: If the Bank Guarantee is issued by a bank outside India, a counter guarantee from an Indian nationalized/ scheduled bank in India shall be submitted.





**Annexure- M**

**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 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 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 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-two

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.



**Annexure-N**

**INTEGRITY PACT**

**(To be executed on plain Paper)**

**Enquiry. no. MAT-RM-RP-20**

**INTEGRITY PACT**

**Between**

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

#### Section 4 - Compensation for Damages

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

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

#### Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

#### Section 8 - Independent External Monitor/Monitors



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

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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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

#### Section 9 - Pact Duration

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



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

Section 10 - Other provisions

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

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

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

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

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

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

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

Place: Date:

Witness 1:

Witness 2:

(Name & Address).....

(Name & Address).....