

CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
TEL: 00 91 484 2568620 / 2568267
Email: sheshappriyan@factltd.com;
shima@factltd.com

Tender for Supply of NPK 15:15:15 in bulk

Enquiry No. MAT-RM-NPK-V-2024 dated 07/10/2024

ENQUIRY NOTICE

1. Background:

The Fertilizers 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 two shipments of NPK 15:15:15 with 20000 MT +/-10% for each shipment, as per the shipment schedule given below:

We invite your most competitive offer in Two Parts against open e-tender through e-procurement portal <https://eprocure.gov.in> as per the details given below:

2. In order to meet the requirement of NPK 15:15:15 as detailed above, FACT proposes to place order with suppliers as per the details indicated in this Tender enquiry.

i) Quantity/ Parcel Size:

1 st Shipment	20000 MT +/-10%.
2 nd Shipment	20000 MT +/-10%.

ii) Shipment schedule/discharge port:

	Discharge Port	Arrival Lay can at Discharge Port	Discharge Rate	Arrival Draft (Maximum)
1 st Shipment	New Mangalore Port	On or Before 15.12.2024	8000 MT PWWD SHEXEIU	10.5 Meter
2 nd Shipment	Tuticorin	On or Before 15.12.2024	7000 MT PWWD SHEXEIU	11 Meter

Note:

1. If the shipments are not available in the requested laycan, the vendors may offer the nearest available laycan which may be considered if no offer with matching laycan is received.
2. Bidder can quote for 1st Shipment or 2nd Shipment or Both.

iii) Offer shall contain the following:

Quantity committed and the delivery date as per the enquiry.

Source of supply with port of loading shall be indicated.

Detailed load port terms and conditions shall be furnished in your bid.

Bids with clauses like "subject to availability", "Price as on date of delivery" etc. are liable to be rejected.

iv) Price: Both CFR New Mangalore Port and/or Tuticorin and FOB load port prices shall be quoted with credit terms if any offered.

Please note that both FOB and CFR rates are to be quoted failing which the offer shall be rejected. FACT shall place the LOI with both FOB and CFR options and reserve the right to accept either the FOB or the CFR option and place the Purchase order accordingly..

v) Franchise: If any, to be indicated.

- vi) Specifications: Material supplied should conform to the specifications given in **Annexure-A**.
- vii) Terms and conditions: Shall be as per Annexures attached. Please submit bid strictly in accordance with the same. Please note that we will arrange insurance.
3. Rate: Bidder shall quote their rates strictly in the Price Bid Format enclosed as **Annexure J**.
4. Validity of Offer: Offers are to be valid for a period of 10 days from the date of opening of Part A of offers and shall not be withdrawn by the Bidder during its validity period even if negotiations are done or counter offer made by us.
5. Earnest Money Deposit (EMD).

Bidder shall submit USD 1 (One US Dollar) PMT as Earnest Money Deposit (EMD).

The EMD is exempted for:

1. Manufactures / Producers of the product.
2. Traders who supplied fertilizers in bulk on CFR basis to any buyer in India.

Bidder shall submit EMD along with their bid in the form of RTGS/NEFT/TT .FACT's account details given below

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

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

If, for any reason whatsoever, any bidder withdraws his tender at any time prior to the expiry of the validity period or after issue of Letter of intent / Purchase order or fails to furnish the prescribed Security Deposit within stipulated period for faithful performance of the contract or fails to execute the order, the amount of EMD shall be forfeited. For the EMD Exempted bidders, the exemption for the next three years shall be withdrawn.

Bids without EMD / proof of exemption of EMD shall be rejected.

6. Eligibility Criteria:

The Eligibility Criteria will be as below:

Should have supplied to any buyer (in India or outside) at least one shipment of 20,000 MT in bulk any fertilizers, on CFR basis during any one of the preceding three years ending as on the date of Part- A bid opening.

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

- a) Proof of supplies on CFR basis i.e. B/L and any other document as applicable.

- b) Traders have to submit Letter(s) issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy of certificate showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory.

Notes: All bidders shall furnish, along with their Part A bid, Questionnaire for Bidders (Annexure- C and Annexure - D), duly filled, attaching all supporting documents as required therein.

7. Evaluation of Offers:

Evaluation will be done on landed cost **with 180 day's credit, at Discharge port** on shipment basis including Insurance charges, applicable port dues, customs duty, etc. based on the CFR price on credit offered from the B/L date. In case a bidder does not quote for 180 day's credit or has offered credit for a period shorter than 180 days, the same will be loaded with interest @7.88% p.a for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price and customs duty will be **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.

Bidder shall offer minimum credit period of 30 days, failing which offer shall not be accepted.

Current foreign LC charges are as follows;

Foreign LC charges: 0.01% p.a

Inland LC Charges: 0.16% p.a.

Charges applied for actual number of days per annum basis.

Demurrage rate shall be quoted in BoQ. In case the demurrage is more than USD 12000 per running day pro-rata for part of a day. The loading will be done as below:

USD (Demurrage rate quoted in USD – 12000)/total quantity offered PMT.

Eg. If the demurrage rate quoted is USD 37000 per running day pro-rata for part of a day and quantity offered is 25000 +/- 10%. Then $(37000 - 12000)/25000 = \text{USD } 1 \text{ PMT}$ shall be loaded for evaluation

8. Payment: Payment shall be as per the clause 4 of Annexure –E, Terms and Conditions of Purchase.
9. All terms and conditions shall be as detailed in the various Annexures attached along with this enquiry.
10. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders (Annexure-B).

Due date / time for submission of bids: 14/10/2024 - 1400 hrs IST.

Due date/ time for opening of Bids: 14/10/2024 - 1430 hrs IST.

Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, lay time, payment terms and shipment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.

11. Special Note;

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

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

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

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

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

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

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

Please submit your bid complete in all respects, within the stipulated time.

Thanking you,
Deputy General Manager (Materials) - RM
For FACT Ltd, Cochin.

- Encl: 1. Annexure A - Specifications of NPK 15:15:15
2. Annexure B - Instructions to Bidders
3. Annexure C - Questionnaire for Bidders
4. Annexure D - Details of previous supplies
5. Annexure E - Terms and Conditions for Purchase
6. Annexure F - Shipping terms for FOB Contract
7. Annexure G - Shipping Terms for CFR contract
8. Annexure H - Compliance Statement
9. Annexure I - Un priced copy of Price Bid Format
10. Annexure J - Price Bid Format
11. Annexure K - List of Banks
12. Annexure L - Proforma of Bank Guarantee in lieu of Security Deposit.
13. Annexure M - Integrity Pact.
14. Annexure N - Draft Purchase Order.
15. Annexure O - LC Proforma/ Draft LC

Annexure-A

SPECIFICATION OF NITROPHOSPHATE WITH POTASH (NPK 15:15:15)

NPK 15:15:15 in loose bulk confirming to Indian FCO

1. Moisture per cent by weight, maximum	1.5
2. Total Nitrogen (Ammoniacal and Nitrate) per cent, minimum	15.0
3. Ammoniacal Nitrogen per cent by weight, minimum	7.5
4. Available Phosphorus (as P ₂ O ₅) per cent by weight, minimum	15.0
5. Water soluble phosphorus (as P ₂ O ₅) per cent by weight, minimum	4.0
6. Water soluble potassium (as K ₂ O) per cent by weight, minimum	15.0
7. Particle size -Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	

Annexure B

INSTRUCTIONS TO BIDDERS

1. Definitions:

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

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

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

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

2. Earnest Money Deposit (EMD): As per the clause No.5 of Enquiry Notice.

3. Bidders shall study carefully the Notice Inviting Tenders, Eligibility Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BOQ) 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.

4. Submission and Opening of Bids:

4.1 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.

4.2 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

4.3 Bids shall be submitted on a two-parts basis, Part A and Part B.

4.3.1 Part A bid shall be the Pre-qualification (Eligibility) cum Techno-commercial bid and shall consists all relevant documents as required, **except Price Bid**, including the following:

- a. Proof of EMD remittance / documents for EMD exemption
- b. Documents in proof of meeting Eligibility Criteria
- c. Documents for claiming exemption from Security Deposit (if applicable)
- d. Guaranteed specification
- e. Flowchart for the production process, if applicable
- f. Duly filled in Questionnaire for Bidder (Annexure C)
- g. Details of Previous Supplies (Annexure D)
- h. Duly filled in Compliance Statement (Annexure H)
- i. Unpriced copy of Price Bid Format (Annexure I) Bidder shall indicate Quoted / Not Quoted against each item, as the case may be. **Bidder shall not indicate rates in the un-priced copy**
- j. Duly filled and signed Integrity Pact (Annexure M)

k. Certificate of declaration on land border as per the Cl.11 – Special Note of Enquiry Notice

4.3.2 Part B bid shall be the Price bid (BoQ). Bidders are required to quote their rates strictly in the Price Bid format enclosed as **Annexure J**. Prices indicated elsewhere, if any, shall not be considered.

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.

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.

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.

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.

4.4 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.

4.4.1 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.

4.5 All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language.

4.6 **BID OPENING:**

4.6.1 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, in CPPP.

4.6.2 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.

4.7 **HELP DESK**

In case of any queries regarding online bid submission through CPPP, please contact the E Tender Helpdesk: Mr. Ajino Anandh -Tel: 9497334230, Email:ajinoanandh@gmail.com.

5. **Validity of Offers:** As per Clause 4 of Enquiry Notice

6. Bids shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, lay time, payment terms and shipment terms are unacceptable except against any post bid clarification as required by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.

7. 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.
8. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
9. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. FACT reserves its right to consider and allow minor deviations in technical and Commercial Conditions. The decision of FACT shall be final in this regard.
10. INTEGRITY PACT (IP)

The bidders shall execute and submit an "Integrity Pact (IP)" with Fertilisers and Chemicals Travancore Ltd., on plain paper, along with the bid as per Annexure-VII of the Enquiry. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Ahmad Javed
601-A, Lotus Enpar Residency,
Shakarrao Naram Path,
Lower Parel,
Mumbai-400013.
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 shall be submitted along with the Part –A of bid.
- (B) In case bidders require any clarification pertaining to the tender please contact: Shima P.S, Assistant General Manager (Materials)-,Phone: 0484-2568620;e-mail: shima@factltd.com or Sheshappriyan MP, AM(Mat),Phone: 0484-2568267,e-mail: sheshappriyan@factltd.com.

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

Annexure C

**QUESTIONNAIRE FOR BIDDERS FOR SUPPLY OF NITROPHOSPHATE WITH POTASH (NPK
15:15:15)**

	<u>Description</u>	<u>To be filled in by vendor</u>
1.1.0	Name of the Bidder	
1.2.0	Full address with PIN /ZIP code	
1.3.0	Telephone Numbers	
1.4.0	Mobile Numbers	
1.5.0	E-mail id(s)	
1.6.0	Contact Person(s)	
2.0.0	Company Particulars:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	Financial data:	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed) or Website link for the same
3.0.0	Sourcing particulars:	
3.1.0	Whether Producer/ Trader	
3.2.0	If Producer:	
3.2.1	Location of Producer	
3.2.2	Annual Production Capacity for NPK 15:15:15	
3.2.3	Typical Report of NPK 15:15:15 duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given.	(Document to be enclosed)

3.3.0	If Trader:	
3.3.1	Name and address of producer from where NPK 15:15:15 is proposed to be sourced	
3.3.2	Annual production capacity of NPK 15:15:15 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 Report of NPK 15:15:15 produced showing parameters of specification as per FCO, duly attested by the producer's authorized signatory	(Documents to be enclosed)
4.0.0	Loading Port(s) details:	
4.1.0	Name(s) of the loading port(s)	
4.2.0	Loading rate(s) of the port(s)	
4.3.0	Sailing time from port of loading to New Mangalore / Tuticorin	
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 Fertilizer in India/abroad for the last three years as on the date of Application for Pre-qualification.	(Details to be given as per Annexure-D 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	PAN	
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	Details of Authorized Signatories:	



	Name	Designation		Signature
1				
2				
3				

9.0.0 Any other details:

Place

Signature

Date

Name

Designation(Authorised (Authorised Signatory)

Seal

Notes:

- 1.0 All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
- 2.0 Wherever enclosures are specified in the questionnaire, the same shall be enclosed.
- 3.0 **Annexure – D** 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 –D

DETAILS OF SUPPLIES:

Details of supplies of Fertilizers in bulk as per the Eligibility 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
2021							
2022							
2023							
2024							

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 D:

In the case of Producer :

1. Copy of Bill(s) of Lading for the supplies made in respect of the above.
2. Certificate showing all parameters as per FCO specifications
3. Copy of Audited Balance Sheet/Annual Report for the last three years Website link for the same.

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

In the case of Trader

1. Copy of Bill(s) of Lading for the supplies made in respect of the above
- 2 Letter(s) issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy of certificate showing all parameters as per FCO specifications
3. Copy of Audited Balance Sheet/Annual Report for the last three years.

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

Annexure-E

TERMS AND CONDITIONS OF PURCHASE

1. The LOI is placed with both FOB and CFR option and FACT reserves the right to exercise the FOB or the CFR option on a shipment to shipment basis including partial shipments and shall place the Purchase Order accordingly., if so agreed by FACT. 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 laycan along with complete load port details. If FACT is not able to nominate a suitable vessel in this period, FACT shall exercise CFR option immediately on receipt of NOC from Transchart. Seller shall then make CFR arrangements for the agreed laycan only.
- 1.1. Seller shall furnish firm laycan well in advance so that the activities required for vessel fixture by FACT or CFR arrangements by Seller are made smoothly after obtaining NOC from Transchart. The Seller shall not be absolved from his obligations under the contract, citing insufficient time for making CFR arrangements. Shipment terms for FOB contract and those for CFR contract shall be as given in Annexure F & G respectively of this Document.
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:** The Seller shall furnish Security Deposit as below within 10 days from the date of Letter of Intent in cash or by Bank Guarantee (including e-BG) from a Nationalized / Scheduled / Foreign bank in the prescribed proforma. 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. Bank Guarantee shall be kept valid for a minimum period of 6 months, with a further claim period of 6 months. Validity shall be further extended on demand as per terms of our BG proforma.

Sl.no	Tenderers categorization	Performance Guarantee Bond (Security Deposit)
1	Producers / manufacturers of the product.	1% of contract value.
2	All other suppliers.	3% of contract value

The Bank Guarantee of Security Deposit to be executed by the Seller shall required to be kept valid till discharge port results, in respect of weight and quality, and amount of penalties and despatch / demurrage / dead freight / detention charges or any other claim etc. are settled and performance would be deemed to be completed only after that. All efforts will be made to finalize the accounts within 180 days from the date of completion of discharge of the cargo of last shipment of the order. In case any delay due to unforeseen circumstances, sellers expressly undertake to extend the validity of BG beyond the initial validity at the request of the buyer.

4. Payment

4.1 Payment shall be by option A or B.

A. Payment shall be made by TT/RTGS, within 3 working days, after receipt and acceptance of the material at disport and receipt of original documents. In case of credit, on the expiry of the credit period from the BL, subject to receipt and acceptance of the material at disport and receipt of Original Documents.

B. Payment through L/C is also acceptable. In case of payment through 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, shall be to seller's account.

- 4.2 Indian Agent's Commission, if any, shall be deducted from the invoice and paid in Indian Rupees in India. Please see clause 16 below.
- 4.3 LC shall be opened only after receipt of Security Deposit.

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 Independent Surveyor.

e) Certificate of quality/analysis issued by independent surveyor.

f] A certificate from the Seller stating that email 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.

h) Stowage plan.

- 5.2 In case the successful bidder is proposing to make the sale on high sea sale basis, the sale shall comply to the latest Government of India guidelines and seller shall provide all the necessary documents.

- 5.3 All documents required for payment of GST on freight shall be provided, by seller.

- 5.4 All charges towards obtaining the above documents shall be to the account of Seller.

- 5.5 Routing of shipping documents shall be as follows:

Copies of Shipping documents (B/L, Invoice etc...) shall be emailed within 2 days of loading/sailing of the vessel to:

- 1] DEPUTY GENERAL MANAGER [MJF, imports@factltd.com FACT MARKETING DIVISION, UDYOGAMANDAL, COCHIN - 683 501.
- 2] DEPUTY GENERAL MANAGER [FINANCE] – BILLS (RM) deepam@factltd.com , HEAD OFFICE, FACT LTD., UDYOGAMANDAL, COCHIN, KERALA STATE, INDIA – 683 501
- 3] DEPUTY GENERAL MANAGER (MATERIALS)-RM, sivaram@factltd.com FACT LTD, PD ADMIN BUILDING, FACT LTD., UDYOGAMANDAL, COCHIN – 683 501

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. In case ship is delayed beyond one month, Clause 8 'Default' will be applicable.

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 postponed during the time when such circumstances are operative.
- 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 (i) 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 one month, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.
- 7.4 The party which is unable to fulfill its engagements under the present contract must within 7 (seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce in the country of the Seller or the buyer or the country where the load port is located shall be sufficient proof of the existence of the above circumstances and their duration.
- 7.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.
- 7.6 The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

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 supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.
- 9.2 FACT reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by FACT and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.

- 9.3 Irrespective of whether FACT appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from Internationally Reputed Inspection Agency to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.
- 9.4 For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.
- 9.5 Sample shall be drawn by Central Fertilizer Quality Control & Training Institute, Faridabad (CFQC&TI), India or any other lab nominated by Govt. for that purpose. The quality so determined at discharge port shall be final and binding on the Seller. Referee analysis shall be as per the FCO guidelines
- 9.6 In case the entire cargo is rejected at the discharge port and / or declared unfit for direct application as fertiliser, and / or declared non-standard, as evidenced by the quality report of Central Fertiliser Quality Control & Training Institute, Faridabad (CFQC&TI) or any of its regional laboratories, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs, exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered / deducted by DOF and / or insurance company thereof immediately on Buyers first demand with value date being the date of initial payment to the seller, failing which penal interest @ 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller without waiting for umpire analysis or the result of umpire analysis. The claim/refund excluding penal interest if any shall be limited to 120% of the CFR value.FACT shall be entitled to recover such additional cost and damages by all legal means including invocation of SDBG.
10. Weighment:
- Weighment shall be as determined by draft survey conducted through an independent reputed surveyor/inspection agency appointed by FACT at the port of discharge. The weight of cargo so determined at Discharge port will be final and binding on the Seller for the purpose of payment of shortages as compared to B/L weight. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly.
11. Title and Risk:
- Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2020, 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 language of the 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. Arbitration:

15.1 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

15.2 For contracts with Foreign vendors and Indian vendors other than those mentioned in 15.1 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.

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. and their Permanent Account Number.

16.2 Amount and nature of commission/remuneration.

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

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 the Indian Agents are foreign controlled company as defined under section 28 of the Foreign Exchange Regulation Act, 1973 or any other act as in force, certificate/permission from Reserve Bank of India/Government of India as the case may be that they are entitled to do the agency business and receive commission from buyers should be enclosed along with the bid.

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 we suffer any loss or penalty because of the failure of the Seller to disclose the details mentioned above about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from them damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.
17. This Purchase Order is placed by FACT, The Fertilisers and Chemicals Travancore Limited. It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights on this order.

Annexure-F

SHIPMENT TERMS FOR FOB CONTRACT

- 1 FACT undertakes to provide transportation for carriage of the cargo in bulk.
- 2 FOB terms between Seller and their supplier if any shall not apply for contract arising out of this enquiry. 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 finalised prior to issue of Purchase Order.
- 3 FACT will chart a suitable vessel and seller shall forward their acceptance of such nominated vessel within 24 hrs from the nomination. FACT reserves the right to substitute named vessel after giving prior intimation to the Seller.
- 4 The vessel shall report to the Seller or Seller's agents at the load port and present herself for loading the cargo as per loadport terms and conditions as incorporated in the Charter Party.
- 5 Insurance:
FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Discharge Port shall be emailed to Deputy General Manager[Materials]-RM [email:sivaram@factltd.com/sheshappriyan@factltd.com], Deputy General Manager [Finance & RM] [email:deepam@factltd.com/livya@factltd.com] and our under writers, details to be intimated later.
- 6 All claims at the loadport such as dead freight due to the seller's short loading, demurrage, etc., shall be settled directly between FACT and the vessel owner. The seller shall reimburse FACT for these claims within 15 days of receiving the claim.
- 7 Seller shall be liable for any demurrage incurred at the load port on account of any delay in loading outside 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. Any delay due to breakdown of port facilities shall not count as used laytime. If cargo is not available after ship has arrived in the port of loading according to schedule, the tenderer shall be responsible for the costs and demurrage of the vessel, and dead freight, if any due to incomplete loading because of the un-readiness of either part or whole of the goods when the vessel has been in port at due time, and the notice of readiness has been served and accepted.
8. Port charges, quay dues and similar dues on ship to owner's account. Seller to pay all dues, taxes and duties on the cargo in the country of origin.
9. The cargo shall be loaded by seller / shipper free of expenses and risk to the vessel but under the supervision of Master.

Loading Rate: Non-Arab Gulf Ports: 6000 MT PWWD SHEXUU
 Arab Gulf Ports: 6000 MT PWWD FHEXUU
10. 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.

Annexure-G

SHIPMENT TERMS FOR CFR CONTRACT

- 1 FACT can declare CFR option only after getting NOC from Transchart, Ministry of Shipping, Govt. of India. 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. Freight shall be pre-paid.
2. All vessels calling at Discharge 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.

Vessel nominated shall conform to ISM code/Grain code for safe operations and pollution prevention and other statutory requirements of Indian/International Maritime Authorities, applicable for carriage of Fertiliser as relevant. The necessary clearance from port authorities on account of Age/Class/Flag to be obtained by suppliers /vessel owners. 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 East Coast or plying in the Indian territorial waters in the Bay of Bengal or the Indian EEZ during the period of foul weather (being 1st June to 31st August), shall be less than 25 years of age. In case the ship chartered by the supplier is 20 years or more of age, the shipping agents of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owners' / suppliers' account and the same shall be excluded while calculating the lay time. Overage premium of insurance shall be to sellers account.

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

3. Discharge rate at Discharge Ports: As per clause 2. ii of enquiry Notice. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Discharge Port Trusts and Charter Party Holidays.

- 4 **Demurrage Rate and Despatch Rate:** Demurrage rate shall be as quoted in BOQ (Price Bid) and agreed by FACT.

Demurrage rate shall not exceed USD 12000 per running day pro-rata for part of a day. Demurrage rate higher than USD 12000 shall be loaded as mentioned in the evaluation clause. The Seller shall pay to the Buyer or their nominee, despatch rate at the rate not less than half of the demurrage rate quoted in BOQ, per day and pro rata for part of a day for all lay time saved at discharge port. In the event of an order, if the demurrage rate of the vessel nominated is lower than that quoted in BOQ, the lower demurrage rate shall be applicable.

In case the demurrage rate of the vessel nominated is higher than that quoted in BOQ, the lower demurrage rate quoted in BOQ will only be considered.

In both cases, the despatch rate shall not be less than half of the lowest demurrage rate.

5. Discharge Port: As per clause 2. ii of enquiry Notice. Cost of shifting between berths including bunker fuel used shall not be borne by FACT and time used in shifting shall not be counted as laytime or time on demurrage. Deviation will be suitably loaded for evaluation.

- 6 Arrival draft at Discharge Ports: As per clause 2. ii of enquiry Notice.
- In case arrival draft exceeds permissible draft, lightening to be arranged by Seller at their 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 Discharge Port, whichever is less.
- The vessel shall give free use of all available gear for discharging as also lights for night work on board. Seller shall allow free use of gear, winches and derricks. If all gears are not available, discharge rate to be reduced proportionately.
 - Cost of opening and closing of hatches shall be to ship owners / supplier's account and time used not to count as lay time.
 - Overtime to the account of party ordering the same. Officers" / Crews" overtime to be always for supplier's / ship owner's account.
 - Time consumed by the vessel in moving from the discharge port / anchorage to anchorage / discharging berth will not count as lay time.
 - All expenses and costs arising from the failure of the machines/equipments of the vessel, or if the vessel is pulled out from the berth on account of safety reasons by the port to be on the account of sellers.
- 7 The following vessel details shall be furnished by Seller while nominating vessel, by email [email id: imports@factltd.com] addressed to Deputy General Manager [MJF], with Copy to Deputy General Manager (Materials) sivaram@factltd.com, shima@factltd.com
- Flag
 - Classification
 - Year of built
 - GRT/NRT, LOA & Draft
 - Registered owners
 - Operators
 - Charterers
 - P&I club
 - Hull U/W & terms of cover
 - Particulars of performance of vessel's last 2 voyages.
 - Agents at load port and discharge port.
 - Demurrage and despatch rates.
- 8 Expected loading days and arrival date at Discharge Port shall be intimated to FACT for each shipment while nominating the vessel in conformity with the Purchase Order.
- 9 Insurance:
- The vessel chartered shall be of the highest Lloyd's or equivalent classification, failing which Seller shall be liable for any additional insurance premium paid or payable by us. Any extra insurance and customs duty thereon due to age/class/flag/GIC non-approval of vessel 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 On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Discharge Port shall be emailed to Deputy General Manager [MJF] [email id: imports@factltd.com], Deputy General Manager Financ [email id: deepam@factltd.com], Deputy General Manager (Materials) (email id: sivaram@factltd.com) and FACT's under writers, details will be intimated later.
- 11 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 Discharge Port, India and courier the copies of the Shipping documents.
- 12 The sailing progress of vessel shall be reported to Deputy General Manager [MJF] by email id: imports@factltd.com with copy to Deputy General Manager (Materials) Email id: sivaram@factltd.com / shima@factltd.com 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 1 hour.

- 13 Lay time Based on discharge rate as per clause 3 of Annexure G,
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.
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.
Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.
- 14 Berthing delay on account of force majeure, bad weather shall not be included in laytime.
- 15 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 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 as per clause 4.0 above. Despatch rate shall not be less than half of the demurrage rate. Demurrage/despatch shall be settled within 30 days of mutual acceptance of laytime statement.
- 17 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.
- 18 FACT shall not be liable for any demurrage in the event of the vessel coming prior to or after the laydays 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 laydays given by FACT.
- 19 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.
- 20 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 Discharge Port 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.
- 21 Consignee:
FACT LTD, EEC BUILDING, MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501
Notify party:
FACT MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501
- 22 Vessel/crew shall comply with all rules and regulations of Discharge Port Trust.
23. In case of co-mingled / combined cargo, FACT's product shall be loaded in separate hatches.

Annexure - H

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-NPK-V-2024 dated 14/10/2024

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-NPK-V-2024 dated 14/10/2024 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 – I

KINDLY REFER UNPRICED BID ON THE CENTRAL PUBLIC PROCUREMENT PORTAL



Annexure – J

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

Annexure - K

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

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 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 – L

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

(To be obtained from a Nationalized / Scheduled Bank on Stamp Paper of Rs. 500/-).

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

WHEREAS FACT - Head Office, a Division of The Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s..... hereinafter called the Seller) for the supply of and whereas it is one of the conditions of the said purchase order that the Seller shall either remit a sum of USD.....(US Dollars.....only) or furnish a Bank Guarantee for USD..... (US Dollarsonly) 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 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 USD..... (US Dollars only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

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

We Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of FACT in writing.

Dated this day of Two thousand and Twenty-three

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.

INTEGRITY PACT

(To be executed on plain Paper)

Enq. no. MAT-RM-NPK-V-2024

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 contact for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

Place: Date:

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

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

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

GST No:32AAACT6204C1Z2

TEL:0484-2568363

0484-2568267

Email:sheshappriyan@factltd.com

DRAFT PURCHASE ORDER

P.O.NO. MM/190//4700000XXX dated XX.XX.2024

Vendor Code:

Address:

Dear Sirs/Madam,

Ref. No:

1. Our Enquiry No: MAT-RM-NPK-V-2024 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

THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

Invoicing Address

THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MARKETING DIVISION,
FACT MARKETING HEAD OFFICE
Tuticorin

MARKETING DIVISION,
FACT MARKETING HEAD OFFICE,
Tuticorin

SI NO	Material Code/ Desc	Quantity	Unit	Rate (USD)	Cost (USD)
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Common description for the items below: Nil

1	680701032		Metric Ton	-----	-----
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Specification: **NPK 15:15:15 in loose bulk confirming to Indian FCO**

1. Moisture per cent by weight, maximum	1.5
2. Total Nitrogen (Ammoniacal and Nitrate) per cent, minimum	15.0
3. Ammoniacal Nitrogen per cent by weight, minimum	7.5
4. Available Phosphorus (as P2O5) per cent by weight, minimum	15.0
5. Water soluble phosphorus (as P2O5) per cent by weight, minimum	4.0
6. Water soluble potassium (as K2O) per cent by weight, minimum	15.0
7. Particle size -Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	

Total: ----- (USD)

Total PO Value in USD: -----

Terms and Conditions:

Price Basis Costs and freight Discharge Port, India

Final Delivery Due Date XX.XX.2024

Transit Insurance By FACT



Security Deposit (SD): SD to be furnished as per cl. No.3 of Annexure E of the enquiry.

Customs Duty: Shall be as applicable.

Quantity and Parcel:.

Price: USD --- PMT CFR New Mangalore / Tuticorin for
payment by LC on 180thday from BL date.

Discharge/Demurrage: (Laytime):

Origin:

Port of Discharge:New Mangalore Port / Tuticorin.

Payment: By LC on 180th day from BL date

Beneficiary:

Address:

Advising Bank:

Bank name:

Address:

Swift Code:

All other terms and conditions shall be as per Terms and Conditions for purchase, Shipping terms for FOB Contract and Shipping Terms for CFR contract.

Arrival of 1st Shipment at New Mangalore Port: on or before 15.12.2024

Arrival of 2nd Shipment at Tuticorin: on or before 15.12.2024

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXX

L/C PROFORMA

FROM: Name of Bank

TO _____

TEST DATED FOR USD _____

We hereby establish our irrevocable letter of credit Number _____ dated _____ IN FAVOUR OF M/s _____ BY ORDER OF M/S THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED UDYOGAMANDAL 683501 KOCHI KERALA INDIA

FAX NO.

VALUE: USD _____ (Say USD _____ only)

EXPIRY: LC EXPIRES IN _____ (COUNTRY) ON _____ (DATE).

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

COMMODITY: NPK 15:15:15

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship 20000 -30000 MT (The maximum parcel size shall be limited to 30000 MT which inclusive of tolerance limit +/-10%). Available by drafts at sight/usance drawn on applicants for hundred percent of invoice value duly marked with our LC no. and date and accompanied by the following documents:

Documents Required:

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 latest version of Foreign Trade Policy

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 latest version of Foreign Trade Policy

3] Purchase Order No.

c] Certificate of origin issued by the concerned Chamber of Commerce.

d] Certificate of weight issued by Independent Surveyor.

e] Certificate of quality/analysis issued by independent surveyor.

f] A certificate from the Seller stating that email 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.

h) Stowage plan.

ADDITIONAL CONDITIONS

A) L/c opening charges and bank charges in India shall be to FACT'S account. All charges outside India, including confirmation charges, in case confirmation is required, will be to seller's account.

B) Specifications, price, insurance, payment terms etc as per relevant tender/ purchase order.

C) All others terms and conditions as per po -----dt -----/ tender no.mat-----
--- dated -----

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