



**CORPORATE MATERIALS  
(RAW MATERIALS PURCHASE)**

**Petrochemical Division Administration Building,  
Udyogamandal, Cochin – 683 501  
Ph: 00 91 484 2568233/2568267  
Fax: 00 91 484 2545172**

**Email:kennedy@factltd.com/nikhilkumar@factltd.com**

**ENQUIRY FOR SULPHUR**

**Enquiry No. MAT-RM-S.197 dated 07/08/2021 for SULPHUR**

We, The Fertilisers And Chemicals Travancore Limited (FACT), invite your most competitive bid in seal covers for Two part open tender (Part A-Technical bid, Part B-Price Bid) for supply of bright yellow crude Sulphur in bulk as per the details given below and as per enquiry documents attached.

1. Quantity: One shipment of 25,000 MT+/- 10%.
2. Vessel Arrival Schedule: Arrival Cochin during 25<sup>th</sup> Sep – 30<sup>th</sup> Sep 2021.  
Firm arrival laycan for the shipment to be confirmed in the offer  
Origin: Sulphur sourced only from INDIA is acceptable against this tender.  
Bids from Indian suppliers/traders are only acceptable.  
Supply of Material only by ship is acceptable.

3. Due date and time for receipt of bid: **24/08/2021, 14:30 hrs IST.**

4. Validity of bid: at least till 18:00 hrs IST on 05/09/2021.

5. Pre-qualification criteria shall be as per the Annexure- C

6.1 CFR rates are to be quoted. Prices shall be quoted strictly in the format given below:

Discharge rate: [4000 MT PWWD SAT AFT NOON SHEXEIU] (in SHEXEIU, "H" standing for "holiday" shall mean the holidays declared by Cochin Port Trust).

CFR rates are to be quoted failing which the offer is liable to be rejected. FACT shall place the Purchase Order with CFR option.

6.2 Origin of material shall be INDIA and port of loading shall be indicated.

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



- 7.. Payment: Preferably within 15 days of receipt of Material. If payment required by L/C, L/C charges at the ruling rate will be added to the quoted price for evaluation purpose. **Vendors who have not supplied Sulphur to FACT so far/other fertilizer companies in India, during the past three years as on the date of bid opening, payment for the first shipment shall be CAD after acceptance of the material based on analysis of the sample taken at the disport by surveyor appointed by FACT.**
8. Specifications: Material supplied should conform to the specifications given in the Annexure. Moisture in excess of 0.5% determined at load port shall be deducted from the bill of lading weight and the net weight so arrived at shall be invoiced.
9. Terms and conditions shall be as per our Annexure attached. Please submit bid strictly in accordance with the same. Please note that we will arrange insurance through United India Insurance Company Limited and the rate of premium is inclusive of overage insurance premium.
10. Earnest Money Deposit (EMD) Bid Security Declaration as per attached Annexure H shall be submitted in lieu of EMD.
11. Security Deposit (SD): SD to be furnished as per cl. No.3 of Annexure E (Terms and Conditions of Purchase) of the enquiry.

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 the form RTGS/NEFT to FACT's account or 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.

The Security Deposit shall not carry any interest and shall be refunded only after successful completion of the supply of Sulphur as per this Purchase order after deducting all amounts due to FACT, when the claim period is over.

FACT's account details to enable RTGS/NEFT payment is given below.

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

In case SD is remitted as BG, BG from FACT approved bankers to be submitted. List of FACT approved Bankers for Bank Guarantee is attached.

12. We should be in receipt of your bid before 1430 hrs IST on the due date, in sealed envelope, super scribing the Enquiry Number and due date, addressed to the Assistant Officer (Administration), Central Bid Registration Cell, P.D .Administration Building, FACT Ltd., Udyogamandal, Cochin - 683 501. Even though this enquiry stipulates sealed cover bid, Offers sent by E-mail shall be considered as a special case. Email shall be sent to

PART A-Technical bid shall be sent [nikhilkumar@factld.com](mailto:nikhilkumar@factld.com)/[kennedy@factld.com](mailto:kennedy@factld.com)  
PART B-Price bid shall only be sent to [S197@factld.com](mailto:S197@factld.com).

13. Due date / Time for submission of bids: 24/08/2021 / 14.00 hrs IST.  
Date /Time of opening of bids (Part-A): 24/08/2021 / 14.30 hrs IST.  
On the specified bid opening date, Part A bids will be opened in the presence of bidders or their authorized representative present.  
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.
14. NOTES: -The following points may be noted while submitting your offer.
- a) Bids submitted shall be complete giving all the requirements as per the enquiry. Evaluation of bids shall be made based on the details given in the bid. Post-bid clarifications on price, quantity, delivery schedule, discharge rate, payment terms and shipment terms are unacceptable except for any post bid clarification, only against specific request from our end. Clarifications on suo-motu basis will be summarily rejected and such action by bidders will be viewed seriously.
  - b) Evaluation will be done on landed cost at Cochin Port on shipment to shipment basis including Insurance charges, applicable port dues, GST etc. based on the CFR price on Cash basis and with 180 days credit and FACT will have the option to choose the cheaper option. In case a bidder does not quote for 180 days credit or has offered credit for a period shorter than 180 days, the same will be loaded with interest @**5.29%** pa for the balance period up to 180 days for evaluation.
  - c) All vessels calling at Cochin Port should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India. If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated 2 Aug'12 issued by Ministry of Shipping, well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.
  - d) If payment quoted is through LC, bank charges as below will be loaded for evaluation.:  
Inland LC Charges : 0.1875% p.a.



- e) Offers with discharge rate higher than specified will be rejected. Deviations on other shipment terms like shifting cost, time etc. may be considered, but with loading of additional cost.

For FACT Ltd, Cochin  
Deputy General Manager (Materials) RM

Enclosures:

1	Annexure - A	Specifications of Sulphur
2	Annexure - B	Instructions to Bidders
3	Annexure - C	Pre-Qualification Criteria
4	Annexure - D	Price Bid Format
5	Annexure - E	Terms and Conditions of Purchase
6	Annexure - F	Shipment Terms for CFR Purchase
7	Annexure - G	Compliance Statement
8	Annexure - H	Bid Security Declaration
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	Integrity Pact



**Annexure - A**

**SPECIFICATION OF SULPHUR**

Physical:

- a) Colour & Shape : Sulphur should be bright yellow, in the form of granules or prills or pellets.
- b) Sieve requirements : - 100 mesh/+200 mesh - 0.5% max.  
- 200 mesh - Nil.
- c) Bulk density (uncompacted) : 1.24 g/(cm)<sup>3</sup> max.

Chemical:

- Purity : 99.5% min. by weight on dry basis.
- Ash : 0.05% max. by weight on dry basis
- Carbon : 0.05% max. by weight on dry basis
- As : 0.25 ppm max. by weight on dry basis
- Se : 1.00 ppm max. by weight on dry basis
- Te : 1.00 ppm max. by weight on dry basis
- Acidity : 0.02% max. by weight on dry basis
- Chlorides : 50 ppm max. by weight on dry basis
- Moisture : Not to exceed 3% by weight on wet basis

MOISTURE IN EXCESS OF 0.5% DETERMINED AT LOADPORT SHALL BE DEDUCTED FROM THE BILL OF LADING WEIGHT AND THE NET WEIGHT SO ARRIVED AT SHALL BE INVOICED.



**Annexure - B**

**INSTRUCTIONS TO BIDDERS**

**DEFINITIONS:**

**FACT:** Shall mean the FERTILISERS AND CHEMICALS TRAVANCORE LTD., with registered office at Udyogamandal and its various divisions. This enquiry is sent by the head office.

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

**SELLER:** Shall mean the Indian firm/manufacturer/trader/individual on whom fact places the purchase order.

**CONTRACT VALUE:** Total all inclusive price for the order quantity.

**1.0. SUBMISSION OF BIDS:**

The bid shall contain as integral part of the same the following compliance statement:

"WE HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF PURCHASE AND RELATED DOCUMENTS AND SUBMIT OFFER AS PER TECHNICAL SPECIFICATION GIVEN IN Enquiry No. MAT-RM-S.197".

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

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 and all Annexures A to H including their guaranteed specification. Price shall be quoted only in the Price Bid Format. The bid shall be signed by the authorized signatory on all pages, both in Part A bid and Part B bid. Part A bid and Part B Bid shall be sealed in separate covers, super scribing the Enquiry No. and due date. The two sealed covers containing Part A and part B bid shall be enclosed in another envelope and sealed and shall super scribe the enquiry No and due date. Even though this enquiry stipulates two part bid, Offers sent by E-mail shall be considered as a special case. Email shall be sent separately as per below;

PART A-Technical bid shall be sent [nikhilkumar@factltd.com](mailto:nikhilkumar@factltd.com)/[kennedy@factltd.com](mailto:kennedy@factltd.com)

PART B-Price bid shall only be sent to [S197@factltd.com](mailto:S197@factltd.com).

**2.0. PRICING:**

**2.1.** Prices shall be firm for CFR option on dry basis.



- 2.2. Bidder shall quote cash price (at sight) as well as credit price for a period upto 180 days from BL date.
- 3.0. The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be free from over writing and all corrections shall be duly attested by the bidder. All rates shall be filled in figures and words, if there is any difference between the amount given in figures and words, the lower of the two shall be considered.
- 3.1. The bids shall be signed by authorized persons only.
- 3.2. Bidders shall study carefully the terms and conditions of purchase, shipment terms for CFR contract sent along with this enquiry. All conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by fact, while accepting any bid in the event of such acceptance.
- 3.3. Bids shall be addressed to the asst. officer (administration), central bid registration cell, PD. administrative building, fact ltd, Udyogamandal - 683 501 and shall reach the above address not later than the time stipulated in the enquiry. if bids are sent by e-mail, it should reach us within the due time. Delayed/late bids are liable to be rejected.
- 3.4. Bidders representatives attending the bid opening shall bring with them the authorization from the bidder.
- 3.5. The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us.
- 4.0. 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.
- 5.0. FACT reserves the right to extend without giving any reason (s) the closing date/time of the enquiry.
- 6.0. Enquiry documents are not transferable.
- 7.0. Details required regarding Indian agent vide cl.16 and its sub-clauses shall be submitted at the time of bidding.
- 8.0. Fraud prevention policy: you shall comply with fraud prevention policy of fact 2012(fppf 2012). the said policy is available in fact website [www.fact.co.in](http://www.fact.co.in)
- 9.0. The following officer in administration department is authorized to receive bids, in case the bids are submitted by hand.

Mrs. Ancy Mathew ,AO (administration).



- 10.0 This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof (Subject to declaration of Udyam Registration Numbers by the vendors on CPP Portal and uploading the copy of latest valid Udyam Registration Certificate along with their bid). Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

In case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

The present tender is non-divisible.





**Annexure - C**

**Pre-qualification criteria:**

**A) Producer:**

(i) Should have facilities to produce at least 50,000 MT per annum of formed Sulphur (i.e. in the form of granules / prills / pellets) meeting the chemical specification shown above. Copy of quality/analysis report showing the specification of Sulphur duly attested by the applicant's authorized signatory shall be furnished as documentary evidence.

(ii) Should have supplied at least 10,000 MT of formed Sulphur during any one of the preceding three years ending as on the date of application for pre-qualification. Copies of Purchase Orders and Invoices / B/Ls for the supplies, duly attested by the applicant's authorized signatory shall be furnished as documentary evidence in support of the above.

**B) Trader**

(i) Should have supplied to any buyer (in India or outside) at least one shipment of 10,000 MT+/- 10% Sulphur or any other bulk solid cargo such as rock phosphate, fertilizers, minerals such as iron ore, coal, etc., on CFR basis during any one of the preceding three years ending as on the date of the application for pre-qualification.

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

- i) Copy of Purchase Order(s)/Agreement(s)
- ii) Copy of Bill of Lading
- iii) Copy of Invoice(s)

(ii) Traders who have not supplied Sulphur to any buyer (inside or outside India) shall also submit Letter(s) issued by the Sulphur Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy/copies of Analysis Reports showing all parameters as per FACT specifications, duly attested by the Producer's Authorized Signatory.

**Note:**

1). Vendors who have not supplied to FACT earlier shall be required to furnish requisite Earnest Money Deposit and Security deposit as per FACT's tender terms.

2). In the case of bidders who have not supplied Sulphur by ship to FACT so far /other fertilizer companies in India, during the past three years, as on the date of bid opening, payment for the first shipment shall be Cash Against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by FACT.

Origin: Sulphur sourced only from INDIA is acceptable against this tender.

Bids from Indian suppliers/traders are only acceptable.

Supply of Material only by ship is acceptable.

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		RAW MATERIALS SECTION
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**Annexure - D**

**Enquiry No. MAT-RM-S.197 dated 07/082021 for SULPHUR**

**Price Bid Format- Domestic Supplies**

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for delivery at Cochin port (CFR) [Payment on Cash Basis]	
2	Price for delivery at Cochin port (CFR) [Payment on Credit Basis]	
3	IGST or SGST plus CGST as applicable [Payment on Cash Basis]	
4	IGST or SGST plus CGST as applicable [Payment on Credit Basis]	
5	Total landed cost –On Cash basis including GST	
6	Credit period offered (No. of days)	..... days from BL date
7	Total landed cost – With Credit period as in (6) above including GST.	

Total quantity offered : ..... MT

Port of loading :

Arrival Cochin lay can :

[Loadport laycan : ..... \_ .....]

Loading period at load port : ..... Hours

Sailing time to Cochin : ..... days]

Name of Bidder:

Signature of Authorized Signatory:

Date:

Place:

Seal:

Notes: 1.Origin: Sulphur sourced only from INDIA is acceptable against this tender.

2. Bids from Indian suppliers/traders are only acceptable.

3. Supply of Material only by ship is acceptable.

**Annexure - E**

**TERMS AND CONDITIONS OF PURCHASE**

1. The Purchase Order is placed with CFR option Seller shall then make CFR arrangements for the agreed laycan only.

2. Taxes :

All levies, taxes Shall be to FACT's account.

3. Security Deposit:

Vendors who have not supplied Sulphur to FACT earlier shall be required to furnish requisite Security deposit as per FACT's tender terms. The Seller shall furnish Security Deposit equivalent to 2% of the value of the order within 10 days from the date of Letter of Intent by RTGS/NEFT to FACT's account or cash or Bank Guarantee. 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.

The Security Deposit shall not carry any interest and shall be refunded only after successful completion of the supply of Sulphur as per this Purchase order after deducting all amounts due to FACT, when the claim period is over.

FACT's account details to enable RTGS/NEFT payment are given below.

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

In case SD is remitted as BG, BG from FACT approved bankers to be submitted. List of FACT approved Bankers for Bank Guarantee is attached.

4. Payment:

- 4.1 Payment: In the case of vendors who have supplied Sulphur to FACT earlier payment shall be by LC/ RTGS/NEFT / CAD. In the case Vendors who have not supplied Sulphur to FACT so far/other fertilizer companies in India, during the past three years as on the date of bid opening, payment for the shipment shall be Cash Against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by



FACT. Payment shall be made by RTGS/NEFT/ to Seller's designated bank account against clean and complete shipping documents presented to FACT, Seller's full address, style and account no. and the name and account no. of their banker's correspondent bank in INDIA shall be furnished in the offer.

Or

4.2 Payment by way of L/C to Seller's designated bank against clean and complete shipping documents present to FACT's bank through seller's bank. L/C opening charges shall be to FACT's account. Other charges including confirmation charges, in case confirmation is required, will be to Seller's account. L/C will normally be established prior to sailing of the 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.

4.3. FACT reserves the right to effect payment either on cash (at sight) or on credit basis. Exercising of this option will be intimated to Seller on shipment to shipment basis.

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] Purchase Order Number
- 2] 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] 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 cable/telex/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] shipping@factltd.com, FACT Ltd., Willington Island cmwi@factltd.com; and Deputy General Manager (Materials) Raw Materials kennedy@factltd.com; FACT Ltd., Udyogamandal and Assistant Manager (D)- nikhilkumar@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:
    - 1] DEPUTY GENERAL MANAGER [FINANCE] - BILLS, HEAD OFFICE FACT LTD., UDYOGAMANDAL, COCHIN - 682 303.
    - 2] ASSISTANT GENERAL MANAGER [SHIPPING], FACT SHIPPING OFFICE, POST BOX NO.3703, WILLINGDON ISLAND, COCHIN 682 009.
    - 3] Dy. GENERAL MANAGER (MATERIALS)-RM, PD ADMINISTRATIVE BUILDING, PETROCHEMICAL DIVISION 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 Purchase Order value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment.
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, ullage, market conditions, prices, etc.
  - 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 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 loadport by an independent internationally reputed surveyor. The cost incurred towards the services of such independent 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. In case the analysis report of the sample so received on board shows adverse variation compared to loadport analysis as per FACT's assessment, Seller has to arrange for analysis of the reference sample at his cost in the presence of FACT's representative, if so desired.

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. Title and Risk:

Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2000, 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. Arbitration: If any dispute (s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.
16. 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 CFR Purchase**

- 17.1 FACT will issue PO on CFR option. 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.
- 17.2.1 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 Sulphur 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.
- 17.2.2 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.
- 17.3 Discharge rate: 4000 MT PWWD SAT AFT NOON SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Cochin Port Trust.
- 17.4 Demurrage Rate and Despatch Rate: Shall be indicated by Seller while nominating the vessel. [Despatch rate shall not be less than half of the demurrage rate]
- 17.5 Discharge Port : 1/2 SB Cochin.

**If FACT decides to do stevedoring ship's crane shall be made available for doing stevedoring**

- 17.6 Arrival draft at Cochin: Not to exceed 35 ft.  
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 Cochin whichever is less.
- 17.6.1 (a) 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 lay time 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 lay time and any expenses incurred will be to the owner's/seller's account. No transshipment shall be made without prior permission of FACT.

(b)Vessel is to be guaranteed suitable for grab discharge – and no cargo is to be loaded in tween decks, deep tanks, wing tanks, or bunker spaces or other spaces inaccessible to grab. The Master to have liberty of loading in such spaces for the purpose of stability of the vessel, but extra expenses incurred by reason of loading into and the discharging from





such spaces not easily accessible are to be on Sellers account and additional time taken for discharge of cargo from such spaces shall be to the account of the Seller/owner of the vessel.

(c)The vessel shall give free use of all available gear for discharging as also lights for night work on board. Buyers to have privilege discharging over side, Sellers allowing free use of gear, winches and derricks. FACT shall have the option to discharge the cargo using ships cranes/gears/ derricks which shall be operated by ship's crew.

(d)All expenses and costs arising from the failure of the machines/equipment's 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.

17.7 The following vessel details shall be furnished by Seller while nominating vessel, shall be sent by email to [nikhilkumar@factltd.com](mailto:nikhilkumar@factltd.com)/[kennedy@factltd.com](mailto:kennedy@factltd.com) addressed to Dy. General Manager [Materials] - RM.

- i] Flag
- ii] Classification
- iii] Year of built
- iv] GRT/NRT & LOA
- v] Registered owners
- vi] Operators
- vii] Charterers
- viii] P&I club
- ix] Hull U/W & terms of cover
- x] Particulars of performance of vessel's last 2 voyages.
- xi] Agents at load port and discharge port.
- xii] Demurrage and despatch rates.

17.8 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.

17.9 Insurance:

The vessel chartered by Seller shall not be more than 15 [Fifteen] years in age and 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.

17.10 On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Cochin and value shall be sent by email to [nikhilkumar@factltd.com](mailto:nikhilkumar@factltd.com)/[kennedy@factltd.com](mailto:kennedy@factltd.com) to Dy.General Manager [Materials] – Assistant General Manager- Finance [Bills], and FACT's under writers, , M/s The New India Assurance Co Ltd, Branch Office ,Vallamattom Estate , Ravipuram ,MG Road,Cochin682015.Kerala,India,Email:[rs.rohith@newindia.co.in](mailto:rs.rohith@newindia.co.in),[rohith95154@gmail.com](mailto:rohith95154@gmail.com);.Phone : 0484 2369352, 0484 2372772. Mobile: 9633051520.



- 17.11 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 Cochin, India and courier the copies of the Shipping documents.
- 17.12 The sailing progress of vessel shall be reported by email to Dy. General Manager [Materials] - RM, Dy.General Manager [WI] cmwi@factltd.com;, Shipping Office - shipping@factltd.com; to nikhilkumar@factltd.com/kennedy@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.
- 17.13 Lay time: Based on discharge rate of 4000 MT PWWO SAT AFT NOON SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Cochin Port Trust. 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.

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.

**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).

Lay time 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.

- 17.14 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.
- 17.15 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.
- 17.16 If vessel is unable to complete unloading within allowable lay time, 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. Despatch rate shall not be less than half of the demurrage rate. Demurrage/despatch shall be settled within 30 days of mutual acceptance of lay time statement.
- 17.17 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.

17.18 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.

17.19 At discharge port, dues on vessel shall be for the Seller's account, but dues on cargo including, taxes shall be to FACT's account.

17.20 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 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.

17.21 Consignee:

Dy.GENERAL MANAGER (MATERIALS)-RM,  
F.A.C.T LTD, SREE CHITHIRA THIRUNAL BHAVAN,  
UDYOGAMANDAL, COCHIN - 683 501

Notify party:

ASSISTANT GENERAL MANAGER [SHIPPING],  
THE FERTILISERS AND CHEMICALS TRAVANCORE LTD,  
SHIPPING OFFICE, POST BOX NO.3703,  
WILLINGDON ISLAND, COCHIN 682 009.

17.22 Vessel/crew shall comply with all rules and regulations of Cochin Port Trust / FACT, at Cochin.

17.23 All other terms and conditions shall be as per relevant charter party. The provisions stipulated in this Purchase Order shall however supercede those of the charter party wherever they are found to be at variance to each other.



**Annexure – G**

**Compliance Statement**

Ref: Enquiry No. MAT-RM-S.197 dated 07/08/2021

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-S.197 dated 07/08/2021 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:

<p>THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED</p>		<p>RAW MATERIALS SECTION</p>
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**Annexure - H**

**Bid-Security Declaration**

To  
Deputy General Manager (Materials)  
Corporate Materials Department  
FACT Ltd.  
Udyogamandal - 683501, Kochi.

Reference: (1) Enquiry No..... of FACT.  
(2) Our Bid No..... dt.

I/We ,..... irrevocably declare as under:

I/We understand that, as per Clause .....of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse ) if,

- 1) I am / We are in a breach of any of the obligations under the bid conditions.
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Security Declaration Form:

Duly authorized to sign the bid for and on behalf of:  
.....(complete name of Bidder).

Dated on..... day of..... month.....year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		RAW MATERIALS SECTION
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**Annexure – I**

**Enquiry No. MAT-RM-S.197 dated 07/08/2021 for SULPHUR**

**UnPrice Bid Format- Domestic Supplies**

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for delivery at Cochin port (CFR) [Payment on Cash Basis]	Quoted/Not Quoted
2	Price for delivery at Cochin port (CFR) [Payment on Credit Basis]	Quoted/Not Quoted
3	IGST or SGST plus CGST as applicable [Payment on Cash Basis]	Quoted/Not Quoted
4	IGST or SGST plus CGST as applicable [Payment on Credit Basis]	Quoted/Not Quoted
5	Total landed cost –On Cash basis including GST	Quoted/Not Quoted
6	Credit period offered (No. of days)	..... days from BL date
7	Total landed cost – With Credit period as in (6) above including GST.	Quoted/Not Quoted

Total quantity offered : ..... MT

Port of loading :

Arrival Cochin lay can :

[Loadport laycan : ..... \_ .....

Loading period at load port : ..... Hours

Sailing time to Cochin : ..... days]

Name of Bidder:

Signature of Authorized Signatory:

Date:

Place:

Seal:

- Notes: 1.Origin: Sulphur sourced only from INDIA is acceptable against this tender.  
2. Bids from Indian suppliers/traders are only acceptable.  
3. Supply of Material only by ship is acceptable.



**Annexure – J**

**QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF SULPHUR**

	Description	To be filled in by vendor
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	Company Particulars:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of	
2.4.0	Name and address of Bankers	
2.5.0	Financial data:	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed)
3.0.0	Sourcing particulars:	
3.1.0	Whether Producer/ Trader	
3.2.0	If Producer:	
3.2.1	Location of mine of Producer	
3.2.2	Annual Production Capacity for Sulphur in each mine.	

3.2.3	Typical Analysis Report of Sulphur 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	If Trader:	
3.3.1	Name and address of producer from where Sulphur is proposed to be sourced	
3.3.2	Annual production capacity of Sulphur 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 Sulphur produced in each mine showing parameters of specification, 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 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 Sulphur 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).
7.1.0	Permanent Income Tax Account Number	
7.2.0	GST Registration details	





8.0.0	Details of Authorized Signatories:		
	Name	Designation	Signature
1			
2			
3			

9.0.0 Any other details:

Place

Signature

Date

Name

Designation (Authorized (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 of bulk cargo during the last three years as on the date of the Application for Pre-qualification**

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
2018							
2019							
2020							
2021							

**(NOTE: Major orders executed for any Fertilizers/Public Sector Companies in India shall also be included).**

Place:

Name:

Date:

Signature:

Designation (Authorized Signatory)

Seal:



**Check List of Documents to be enclosed**

**For 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 of Sulphur produced in each Plant/Refinery, showing Parameters of specification as given in Annexure X (FACT Specification of Sulphur).
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 Applicant.

**For 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 Sulphur Producer's Authorized Signatory, confirming to backup with respect to quality and quantity (refer clause B ii of annexure C).
4. Copy of Typical Analysis Report of Sulphur produced in each Plant/Refinery), showing parameters of specification as given in Annexure A (FACT Specification of Sulphur) duly attested by Producers Authorized Signatory.(refer clause B ii of annexure C).
5. Terms and Conditions of Appointment (Ref Cl.7.5.0 of Annexure J).
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 Applicant.



**Annexure – L**

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

Ref: Enquiry No. MAT-RM-S.197 dated 07/08/2021

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) STATE BANK OF INDIA**

1. State Bank of India,

**B) NATIONALISED BANKS:**

1. Allahad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

**C) OTHER BANKS:**

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,



4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,
9. SBER Bank

D) FOREIGN BANKS:

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

E) PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,
2. Housing Development Finance Corporation Ltd., (HDFC)
3. ICICI Bank Limited,
4. IDBI Bank Limited,

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 OF RS. 500/-).

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

WHEREAS FACT - Head Office, a Division of Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s..... hereinafter called the supplier) for the supply of ..... and whereas it is one of the conditions of the said purchase order that the Supplier shall either remit a sum of INR.....(Rs/-.....only) or furnish a Bank Guarantee for INR..... (Rs/-.....only) as security deposit for the due fulfillment of the said purchase order by the said Supplier.

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

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Supplier of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

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

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

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



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

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

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding INR..... (Rs/- ..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid 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

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place :

Full address of the Branch issuing this guarantee.



**Annexure - N**

**(To be executed on ₹ 500/- Non-judicial Stamp Paper)  
INTEGRITY PACT**

**Between**

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

**And**

..... hereinafter referred 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) commit themselves to take all measures necessary





to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

#### Section 4 - Compensation for Damages

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

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

#### Section 5 - Previous Transgression

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

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

if already awarded, for such reason.

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

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

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

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

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

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

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

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

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

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

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

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

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the



Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

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

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

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

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

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

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

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

Place:

Date:

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

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

THE FERTILISERS AND  
CHEMICALS  
TRAVANCORE LIMITED



FACT

RAW MATERIALS  
SECTION