CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)

Petrochemical Division
Administration Building
Udyogamandal, Cochin – 683 501
Ph. 0484 2568363 / 2568620 / 2568233

E-mail: akash@factltd.com/barjees@factltd.com/msbala@factltd.com

ENQUIRY NOTICE

Enquiry No. MAT-RM-SA-LT-2026 dated 26/10/2026

The Fertilisers and Chemicals Travancore Limited (FACT) is a Government of India enterprise, engaged in the production of nitrogenous and phosphatic fertilizers and intermediary products Sulphuric acid and Phosphoric acid.

We invite competitive offers against Two Part Open e-tender Enquiry through on-line bidding in CPP portal, Govt. of India (https://eprocure.gov.in/eprocure/app) for supply of Sulphuric Acid in bulk on long term basis as per the details given below:

1. **PRODUCT:** Sulphuric Acid in bulk as per Specifications vide Annexure-A attached.
2. **QUANTITY, PARCEL SIZE AND SHIPMENT SCHEDULE:**

Total Quantity	**150000 MT + 5%**
Delivery Schedule	1. Delivery shall be on staggered basis for a period of one year. Delivery shall be tentatively one shipment per month 2. The intimation of requirement/ supply will be given by FACT with quantity by email to the seller and the delivery shall be done accordingly. The cargo shall be dispatched from the Load Port within 21 days of such intimation. Date of Bill of Lading will be taken as the Date of Dispatch. 3. Firm Order shall be placed on successful bidder/s based on the intimation.
Parcel /Shipment Quantity.	**12000 – 14000 MT + / - 5%**
Port of discharge	**Cochin Port**
Period of Contract	**1 year from the date of issue of LOI / Agreement**

Note:

1. **The quantity may be enhanced up to 200000 MT, if needed, on the basis of mutual consent. Quantity shall be split between L1 and L2 in the ratio 70:30, subject to L2 matching with L1 rate. In case, L2 fails to match with L1 rate, option will be given to L3, L4 .... etc. bidders in that order. FACT reserve the**

right to enter into Agreement with more than two suppliers also to complete the tendered quantity, subject to matching with L1 rate.

2. **FACT retains the right to accept deviation in quantity/parcel size, other terms and conditions of the tender at its sole discretion, in case of offers suiting our requirement are not received.**
3. **Bidders are free to quote for part quantity also. However, offers with a total quantity less than 12,000 MT shall not be considered.**
4. **Shipment Rotation: First 2 shipments shall be allotted to L1, then one each for the other parties.**
5. **During the period of contract, FACT reserves the right to procure Sulphuric Acid from any other sources of its choice. The supplier has no claim whatsoever thereof.**

3. 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 bid: 09/11/2026 / 14.00 hrs. IST.

Due date / Time for opening of bid: 09/11/2026 / 14.30 hrs. IST

4. **Eligibility Criteria** will be as below:

The Bidder shall be either:

A. **Manufacturer of Sulphuric Acid**, who should have:

(i) Facilities to produce at least 50,000 MT Sulphuric Acid per annum. Declaration in this regard may be attached.

Copy of document (such as Catalogue etc.) showing facilities shall be furnished as documentary evidence.

(ii) Experience in supply of at least one shipment of 12,000 MT Sulphuric Acid in bulk on CFR basis during any of the preceding three years as on the date of opening of part A of bid.

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

Or

B. Trader

(i) Bidder shall have experience in supply of at least one shipment of 12,000 MT Sulphuric Acid or any liquid cargo in bulk on CFR basis during any of the preceding three years as on the date of opening of part A of bid.

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

(ii) Trader shall submit Manufacturer's back up as below-

a. Certificate issued by the Sulphuric Acid Manufacturer's Authorized signatory confirming to back up the trader, with respect to quality and quantity.

5. The offer is expected to be valid for acceptance for a minimum period of **10 days** from the date of opening of Part-A bids

6. **Price:** The final applicable price of each shipment of SULPHURIC ACID shall be on CFR Cochin basis and shall be as below:

The applicable price (CFR COCHIN) = Average of 4 weeks CFR India price published in Argus Sulphuric Acid prior to the date of B/L +/- α

a) "α" is the Premium or Discount, if any, which shall be quoted in the price bid (BOQ) (Annexure – C) and shall be held firm during the period of contract.

b) Bidders are also requested to offer credit period up to 180 days from the B/L date. Credit period offered and the applicable interest rate based on the credit period shall be indicated in the BOQ.

c) Exchange Rates Applicable for Purchase Order, Invoicing and Payment

I. For Purchase Order: RBI Reference Rate (USD/INR) prevailing on the date of issuance of the Purchase Order shall be applicable. In case the rate is not available on that date, the previously available rate shall be applicable.

II. For Invoicing: RBI Reference Rate (USD/INR) prevailing on the date of the invoice shall be applicable. In case the rate is not available on that date, the previously available rate shall be applicable.

III. For Payment: As specified in Clause 3.5 of Annexure E

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

e) Offer shall contain the quantity committed and firm price. Conditional Bids with clauses like "subject to availability", "Price as on date of delivery", "Subject to Management's approval" etc. are liable to be rejected.

7. **Earnest Money Deposit (EMD):** Bidder shall submit Earnest Money Deposit (EMD) as per clause 6 of Instructions to Bidders (Annexure-B).

8. **Security Deposit (SD):** SD to be furnished as per cl. No.2 of Annexure E (Terms and Conditions of Purchase) of the enquiry.

9. **Payment terms:** As per clause 3 Annexure E (Terms and Conditions of Purchase) of the enquiry.

10. **Evaluation:** Evaluation will be done on landed cost at Cochin Port based on the applicable price as on the date of price bid opening, including Insurance charges, applicable port dues, customs duty etc. based on the CFR Cochin price on Cash (at sight) basis and with 180 days credit. 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 @ **8.25% pa.** for the balance period up to 180 days for evaluation.

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

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

2. The prevailing charges for TT and LC payments as applicable to FACT will be applicable and loaded for evaluation,

If payment quoted is through LC, bank charges as below will be loaded for evaluation:

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.
Present TT charge is Rs.2750+GST.

11. Other Terms and conditions: Shall be as per Annexures B, E & F.
12. 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.
13. 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
14. Bidder shall submit the bid before 14:00 hrs. IST on the due date (ref. clause 3 above), in CPP portal https://eprocure.gov.in. Bids sent by e-mail, post or in any other mode the same shall not be acceptable.
15. **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 as per annexure – N.

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]".
2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.

Dy. General Manager (Raw Materials)
For FACT Ltd,
Cochin

Enclosures:

1	Annexure – A	Specifications of Sulphuric Acid.
2	Annexure – B	Instructions to Bidders.
3	Annexure – C	Price Bid Format- BOQ
4	Annexure – D	Unpriced Bid
5	Annexure – E	Terms and Conditions of Purchase.
6	Annexure – F	Shipment Terms for CFR Purchase
7	Annexure – G	Compliance Statement.
8	Annexure – H	Questionnaire for bidders for supply of Sulphuric Acid
9	Annexure – I	List of fact approved bankers for bank guarantee
10	Annexure – J	Proforma of Bank Guarantee for Security Deposit

11	Annexure – K	Format for Integrity Pact
12	Annexure – L	Draft Purchase Order
13	Annexure - M	Draft LC proforma
14	Annexure - N	Certificate

Annexure – A

SPECIFICATION

Sl. No.	Parameters	Percentage
1	H_2SO_4 Strength (%)	98.00% min
2	Residue on Ignition (%)	0.20% max
3	Iron as Fe (%)	0.05% max
4	Lead as Pb (%)	0.005% max

Annexure – B

Instructions to Bidders

1.0 Definitions:

FACT:	Shall mean The Fertilisers and Chemicals Travancore Ltd., with registered office at Udyogamandal and its various Divisions.
Bidder:	Shall mean the Firm / Producer / Trader / Agent who submits bid in response to this enquiry.
Seller:	Shall mean Bidder on whom FACT places the Purchase order.
Contract Value:	Total all-inclusive price for the order quantity.

2.0 Please submit your bid for supply of Sulphuric Acid conforming to the specifications as per Annexure A and terms and conditions stated in the enquiry documents as detailed below. Bidders shall study carefully the complete enquiry documents viz. Enquiry Notice, Instructions to Bidders, Terms and conditions of Purchase, Shipment Terms for CFR Purchase, Price Bid format (BOQ), Un-priced bid and other tender documents.

3.0 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.

4.0. 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. Guaranteed specification / Copy of quality certificate showing all parameters as per FACT specifications, duly attested by the producer's authorized signatory.

d. Duly filled and signed Compliance Statement (Annexure G)

e. Duly filled and signed Questionnaire for bidders for the supply of Sulphuric Acid (Annexure H)

f. Unpriced copy of Price Bid Format (Annexure D) Bidder shall indicate Quoted / Not Quoted against applicable items, as the case may be and fill all relevant information such as, name of the bidder, offered quantity, country of origin, port of loading, validity of offer. Bidder shall not indicate rates in the un-priced copy

g. Duly filled and signed Integrity Pact (Annexure K)

h. Certificate as per the Cl.15 – 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 C. 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, "α" (Premium or Discount), Number of days credit offered from date of BL and Interest rate applicable for the credit period offered (per annum).

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 field 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 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.

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 and all other communications w.r.t this tender shall be in English language.

4.6. BID OPENING

- 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.

- Part-B - Price bids of bidders whose Part-A bid is found acceptable based on pre-qualification (eligibility) and techno-commercial evaluation only will be opened on a subsequent date.

4.7. The bid shall be signed by authorized signatory only.

4.8. 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.

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

6.0 Earnest Money Deposit (EMD): Bidder shall submit USD 20000 as Earnest Money Deposit (EMD).

The EMD is NIL for the following category of bidders:

i. For Producers / Manufacturers of the material - NIL

ii. For Any Trader / Supplier who has supplied at least one shipment of quantity of the material as specified in the PQ criteria, to FACT in the last five years from the date of the enquiry – NIL

In case of Indian bidders, EMD is to be paid in INR and shall be the INR equivalent of the above-mentioned USD values (RBI exchange rate applicable on the date of payment of EMD)

Bidders falling under categories (i) and (ii) shall submit satisfactory documents (Copy of Purchase Order / BLs and invoices and any other documents as applicable)

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

The details of our bank for remitting EMD is as given below:

STATE BANK OF INDIA, COMMERCIAL BRANCH, VANKARATH TOWERS, PADIVATTOM, KOCHI, KERALA PIN 682 024 Phone 0484-2340028 / 29
A/C NO.: 10590232386, IFS CODE - SBIN0004062 SWIFT – SBININBB245
TYPE: CC ACCOUNT

Proof of remittance of EMD / Documents to prove the exemption of EMD shall be submitted along with the bid. Bids without EMD/valid documents for exemption shall be rejected. EMD shall not carry any interest. In case the bidder who is awarded the contract so desire to adjust the EMD against Security Deposit, the same shall be allowed by FACT, based on written request. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

7.0 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.

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

9.0 Details required regarding Indian agent vide cl.14 and its sub-clauses of Annexure -E shall be submitted at the time of bidding.

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

11.0 **PURCHASE PREFERENCE:**

Purchase preference under Make in India (MII) shall be applicable in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order no. P-45021/2/2017-PP (BE-II)2017, and amendments thereto, subject to orders issued by Dept. of Fertilisers, Govt. of India.

12.0 INTEGRITY PACT (IP)

The bidders shall execute and submit an "Integrity Pact (IP)" with Fertilisers and Chemicals Travancore Ltd., on plain paper, along with the bid as per clause 15 of the Enquiry. IP shall be implemented through the following Independent External Monitors (IEMs) for the bid.

1. Shri Pradeep Kumar Jajoria
   Email: pkjajoria@yahoo.com

2. Shri Arvind Kumar Arora
   Email: arvindarora333@gmail.com

Note:

(A) The Integrity Pact on Plain paper duly signed by the bidder shall be submitted along with part A bid,

(B) In case bidders require any clarification pertaining to the tender please contact: Deputy General Manager (Materials) RM - Phone: 0484-2568233; e-mail: **msbala@factltd.com,** Senior Manager (Materials) RM-,Phone: 0484-2568620; e-mail: **barjees@factltd.com** or DM(Mat) RM, Phone: 0484-2568363, e-mail: **akash@factltd.com**.

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

Annexure – C

PLEASE REFER PRICE BID (BOQ) IN CENTRAL PUBLIC PROCUREMENT PORTAL

Annexure – D

PLEASE REFER UNPRICED BID IN CENTRAL PUBLIC PROCUREMENT PORTAL

Annexure- E

Terms and Conditions of Purchase

1. 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.

2. **Security Deposit (SD):**

2.1 The Seller shall provide within 15 days from the date of receipt of Letter of Intent, a Security Deposit, as mentioned below in cash or electronic Bank Guarantee (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. The bank Guarantee shall be valid till the expiry of the contract with a claim period of three months thereafter. Validity shall be further extended on demand as per terms of our BG Proforma.

Note: Bank Guarantee submitted shall be in electronic form (e-BG) only

Sl.no	Tenderers categorization	Performance Guarantee Bond (Security Deposit)
1	**Producers / manufacturers of the product**	**Nil**
2	**Traders who have supplied Sulphuric Acid in bulk to FACT during the past five years ending on the date of tender**	**1% of firm Order value**
3	**All other suppliers**	**2% of firm Order value**

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

2.3 The EMD paid can be adjusted towards Security Deposit, if so desired by the Contractor. In case of remittance of the Security Deposit in full, the EMD shall be returned to the Seller.

2.4 The Earnest Money Deposit shall be forfeited if the Security Deposit is not furnished as required within 15 days on receipt of Letter of Intent (LOI).

2.5 Documents to prove the exemption of SD shall be submitted along with the bid.

3. **Payment**:

3.1 Payment shall be by option A or B mentioned below.

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 original documents.

B) Payment through L/C is also acceptable. In case of payment through L/C, all charges outside India, including confirmation charges, in case confirmation is required, shall be to seller's account. L/C opening charges and Bank charges in India will be borne by FACT.

IMPORTANT NOTE: In case of bidders who have not supplied Sulphuric Acid by ship in bulk to FACT Ltd / other fertilizer companies in India during preceding five years as on the date of part A 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.

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

3.3 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.

3.4 Indian Agent's Commission, if any, shall be deducted from the invoice and paid in Indian Rupees in India. Please see clause 14 below.

3.5 In all cases where payment is to be made in INR, exchange Rate for conversion of CFR price will be the RBI reference rate applicable on the due date of payment. In case the due date is a Bank holiday, RBI reference rate on the next working day will be applicable and payment also will be done on next working day.

4. **Shipping Documents:**

4.1 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 and further amendments if any.

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 and further amendments if any.

3] Purchase Order No.

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

d] Certificate of weight issued by internationally reputed independent surveyor as mentioned in clause 8.1 of Annexure D.

e] Certificate of Load port quality/analysis issued by internationally reputed independent surveyor as mentioned in clause 8.1 of Annexure D.

f] A certificate from the Seller stating that e-mail 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.

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

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

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

5. 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 CFR as per Purchase Order. In case ship is delayed beyond one month, Clause 7 'Default' will be applicable.

6. Force Majeure:

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

6.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in 6.1 above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

6.3 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.

6.4 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.

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

6.6 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

7. **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.

8. Determination of quality and quantity:

8.1 Inspection of goods for quality and quantity at Load Port will be carried by Baltic Control/ SGS/ Intertek / Inspectorate BV / TUV Austria or any other third party inspection agency nominated and paid by the Seller and approved by FACT. The cost incurred towards the services of surveyor at load port (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. Titles and Risk: Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2020, as amended from time to time.

10. 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.

11. 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.

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

13. Arbitration Clause:

13.1 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

13.2 For contracts with Foreign vendors and Indian vendors other than those mentioned in 13.1 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.

14. Seller's Indian Agent: The Seller shall disclose the name and address of his Indian agent/representative along with following information.

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

14.2 Amount and nature of commission/remuneration.

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

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

14.5 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.

14.6 Should FACT suffer any loss or penalty because of the failure of the Seller to disclose the details mentioned above about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from them damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.

15.0 The Purchase Order against the enquiry shall be placed by The Fertilisers and Chemicals Travancore Limited (FACT LTD.). It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights out of or under this order.

Annexure- F

Shipment terms for CFR Purchase

1. Vessel

The vessel to be used for the transportation shall be of highest class Lloyds or equivalent, for carrying Sulphuric Acid in bulk and equipped to carry the product, flying any flag not boycotted by Indian Government. Nomination of the vessels by sellers shall be with the prior approval of buyers.

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 supplier's/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 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. In case the ship chartered by the supplier is 25 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.

Note: In case the age of the ship chartered is above 20 years of age, the overage premium shall be borne by seller.

All vessels calling at Cochin Port should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India. If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated2 Aug'12 issued by Ministry of Shipping, well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.

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

Nominated vessel shall meet the requirements Cochin Port Berth Characteristics.

2. Draft / LOA

The Q10/Q9 Berth at Cochin can handle vessels up to **207 metres length** and having a **draft of 10.7 metres**. The vessels nominated should conform to these requirements. The draft given is only an indication and actual draft available during

ETA should be ascertained before loading vessel. Size of flange for connecting discharge hose is 200 NB.

3. Capacity etc.

The buyer(s) will nominate first discharge port with the quantity to be loaded. In no case quantity so loaded should exceed the draft permissible at the first nominated discharge port. The vessel must adhere to all port restrictions/regulations of discharge ports.

Sellers shall arrange transportation of the product in carriers, full/classed and approved as per institute classification clause. Seller shall ensure that the carriers maintain required tools and tackles, pipes, couplings, and flanges/reducers etc., which are required for smooth unloading of the product at the point of unloading.

Vessel to carry sufficient length of hoses suitable for connection to above flange to resort to unloading through hose, if necessary. Prior approval of the buyer shall have to be obtained for use of hoses.

Seller shall ensure that the owner of the vessel obtains certification by approved surveyors that the ship's cargo tanks and pipelines prior to loading of each shipment of the product are commercially free from any impurity whatsoever, including contaminated liquid, if any, which may remain in the ships, cargo tanks as residue from earlier shipments. Seller shall also ensure that cargo owner's rights of recovery against the ship owners would not be lost or waived in any manner in the Charter Party.

4. Prior notice of ETA

At least 3 days prior to the date of commencement of loading of the ship carrying the product, the seller shall notify the Buyer by e-mail of the quantity of product to be shipped (subject to restriction as at para-3 above), the value of the product and any other relevant details that may be required by the buyer.

As soon as the vessel has left Seller's Jetty, Seller shall notify Buyer by e-mail, the name of the vessel, date and time it left the jetty of the seller and the estimated date & hour when expected to call at the discharge port together with other details as may be required by buyer.

Further, seller shall either give or arrange with the Master of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to the buyer or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 2 hours, the seller shall either advise or arrange with the Master of the vessel so that the buyer is advised about the revised ETA of the vessel.

Seller shall inform their vessel agent to give a dredging notice to the office of the Harbour Master at Cochin Port at the email address hm@cochinport.gov.in. The notice should include the name of the berth, ETA of the vessel, LOA, and draft in FW.

5. Arrival and NOR

5.1 After arrival of the vessel at the customary anchorage at the port of unloading, the Master or his agent shall give buyer or his agent notice by e-mail to buyer/their nominees confirming that the vessel is in all respects ready to discharge the product.

Laytime shall commence only 6 hours after receipt of Notice of Readiness (NOR) or on berthing of vessel, whichever occurs first and shall end on disconnection of hoses, even if a vessel is already on demurrage. NOR shall deemed to have been tendered at the first day time suitable high tide after vessel's arrival at the Port. Berth or no berth, lay time hereinafter provided shall commence upon the expiration of six hours after receipt of such notice or upon the connection of vessel's hoses to shore line hoses whichever is earlier.

5.2 However, when delay is caused to vessel getting into berth giving notice of readiness for any reason over which buyer has no control, such as non-availability of tide, the vessel not conforming to the limitations at the discharge port etc., such delay should not count as used lay time.

6. Discharge Rates / Time for discharge (Lay time)

a) Discharge rates: The discharge rate at Q10/Q9 berth, Cochin is 700 MT per hour SHINC. In case of slower discharge rate by vessel, the lay time shall be increased proportionately.

b) Lay time: Min. 27 hrs. for each port of discharge or one hr. for every 600 MT of Sulphuric Acid or part thereof on bill of lading quantity of the respective consignment, whichever is higher, in addition to 6 hrs. NOR time. Seller shall guarantee the discharge rate of 700 MT per hour at port of discharge. In case of slower discharge rate by vessel, the lay time should be increased proportionately. Time lost on account of non-availability of night navigation, vessel missing the last day pilotage will not be to Buyer's account.

Any delay due to breakdown or inability of vessels facilities to discharge the product within the time allowed shall not count as used lay time. Time shall end counting from the moment discharging hoses or discharge arm is disconnected. Time consumed by the vessel in moving from the discharge port/anchorage in the discharging berth will not count as lay time.

7. Demurrage: Demurrage rate shall be furnished by the Seller at the time of vessel nomination.

If demurrage is incurred at the port of discharge by reasons of fire, explosion, storm or by strike, lockout, stoppage or restraint of labour (inclusive of non-availability of pilot) or any other force majeure circumstances, no demurrage shall be payable.

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

8. Insurance: FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Cochin and value shall be mailed to Deputy General Manager [Materials]-Raw Materials,(Mail: msbala@factltd.com, barjees@factltd.com and akash@factltd.com) General Manager [Finance](mail: deepam@factltd.com), Assistant Manager [Shipping] [WI](Mail: shipping@factltd.com) and our underwriters: SBI General Insurance Company Limited, Midhun J, Mid Corporates and Broking, 2nd Floor, Madathikunnel Complex,Above Tellichery Kitchen Restaurant, Kathrikadavu Junction, Kathrikadavu, Cochin – 682017 Mob: +919833640398,Email id: midhun.j@sbigeneral.in, www.sbigeneral.in

8.1 The vessel chartered by Seller shall be of the highest Lloyd's or equivalent classification. Any extra insurance and customs duty thereon due to class/flag shall be to Seller's account. Same shall be deducted from the Seller's bills. War risk premium for vessel and crew bonus, if any payable to vessel owners as per C/P for calling at nominated load port is to be borne by Seller.

8.2 The nominated vessel shall be classed with an IACS (International Association of Classification Societies) member.

8.3 The vessel owner/operator shall not be subject to any international sanctions, including OFAC sanctions or similar regulatory restrictions.

9. Port dues: At discharging port, dues on vessel will be for the sellers/owner's account, but dues on product including import duties, taxes, and customs duties will be for Buyer's account.

10. Bill of Lading: The Bill of Lading issued for the product will stipulate any port in India. In case of deviation at buyer's request it is understood that all terms, conditions, exceptions of the B/L and affreightment contract are automatically extended to the second port without issuing a new B/L. The B/L will also incorporate clause Paramount, Jason Clause, Both to Blame Collision Clause and General Average.

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

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

13. 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.

14 Consignee: THE FERTILISERS AND CHEMICALS TRAVANCORE LTD, FACT Shipping Office, (Opposite Taj Malabar), Willingdon Island, NORTH END PO, Cochin, Kerala, India, PIN 682009.

Notify party: Assistant Manager [Shipping], THE FERTILISERS AND CHEMICALS TRAVANCORE LTD, Shipping Office, Post Box No.3703, Willingdon Island, Cochin 682 009, India,Email;shipping@factltd.com

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

16 Completion of discharge: The vessel shall have the liberty to sail immediately on completion of discharge unless obstructed by weather, fog or port conditions, for which Buyer shall not be responsible in any manner.

COMPLIANCE STATEMENT **Annexure - G**

Ref: Enquiry No.MAT-RM-SA-LT-2026 dated 26/10/2026

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-SA-LT-2026 dated 26/10/2026 and hereby confirms our acceptance to the same except for the deviations listed below:

LIST OF		
Document/ Clause No	Description	Reasons for Deviations

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date
:

Annexure- H

QUESTIONNAIRE FOR BIDDERS FOR SUPPLY OF SULPHURIC ACID

	Description	To be filled in by bidder
1.1.0	Name of the bidder	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	Contact Person(s)	
2.0.0	**Company Particulars**:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	**Financial data**:	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed) or Website link
3.0.0	**Sourcing particulars:**	
3.1.0	**Whether Producer/ Trader**	
3.2.0	**If Producer**:	
3.2.1	Location of Plant of Producer	
3.2.2	Annual Production Capacity for Sulphuric Acid.	
3.3.0	**If Trader**:	
3.3.1	Name and address of producer from where Sulphuric Acid is proposed to be sourced	
3.3.2	Annual production capacity of Sulphuric Acid of producer stated above	

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	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:	
6.1.0	Indian Agent's Registration Number	
6.2.0	Permanent Income Tax Account Number	
6.3.0	GST Registration details	
6.4.0	Nature of commission/remuneration	
6.5.0	Copy of Terms and Conditions of appointment	(Document to be enclosed)
7.0.0	**Details of Authorized Signatories**:	
	Name	Designation
1		
2		
3		

9.0.0 Any other details:

Place

Date

Seal

Signature

Name

Designation (Authorized Signatory)

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 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 - I

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

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

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

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

B) List of Scheduled Private Sector Banks

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

17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt

C) FOREIGN BANKS:

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

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

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Annexure- J

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)
(TO BE OBTAINED FROM A NATIONALISED BANK ON STAMP PAPER WORTH RS.500/-).

The Fertilisers and Chemicals Travancore Limited,
Udyogamandal P.O.

Cochin - 683 501

WHEREAS FACT -Head Office, a Division of The Fertilisers And Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Purchase Order No.....dated.....with M/s.....

.....hereinafter called Seller) for supply of ..... and whereas it is one of the conditions of said purchase order that the Seller shall either remit a sum of USD.....(US Dollars.....only) or furnish Bank Guarantee for USD..... (US Dollars .....only) as security deposit for due fulfillment of said purchase order by said Seller.

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

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

We undertake to pay to 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.

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 three 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 and if sent by post or submit 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 given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the

registered office of the company is situated and no other court shall have jurisdiction in the matter.

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

Dated this ..... day of ..... Two thousand and Twenty-Four

For (Name of Bank) :

Authorized Official :

Name :
Designation :
Place:

Full address of the Branch issuing this guarantee.

INTEGRITY PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and execution of the 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 Bharatiya Nyaya Sanhita (BNS), 2023 / Prevention of Corruption Act, as amended from time to time, 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. They commit themselves to observe the following principles during their 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 they are 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 BNS/PC Act, as amended from time to time; 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 nationality 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 Indian agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments they have made, are committed to, or intend 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 the contract have committed a transgression through a violation of Section 2 above or in any other form such as to put their 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 Enterprises in India that could justify their exclusion from the tender process.

(2) If the Bidder makes incorrect statement/statements on this subject, they 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) undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit the same 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(s) 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 their functions neutrally and independently. It will be obligatory for them to treat the obligations and documents of the Bidder(s)/Contractor(s) as confidential. They report 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 their 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, the Monitor 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 Chairperson and Managing Director, FACT within 8 - 10 weeks from the date of reference or intimation to them 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 Chairperson and Managing Director, FACT, a substantiated suspicion of an offence under relevant BNS/PC Act, as amended from time to time, and the Chairperson 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 shall come into force upon being signed by both Parties. 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 expiry of this pact as specified above, unless it is discharged / determined by the Chairperson 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 any court in respect of matters under consideration by the IEM(s) and shall await the recommendation/decision of the IEM(s) in this matter.

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

Place:

Date:

Witness 1:	Witness 2:
(Name & Address).....	(Name & Address).....

Annexure L

CORPORATE MATERIALS

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

GST No:32AAACT6204C1Z2

TEL:0484-2568363
0484-2568620
Email:akash@factltd.com

DRAFT PURCHASE ORDER

P.O.NO. MM/192//4XXXXXXXXX dated XX.XX.2026

Vendor Code:
Address

Dear Sirs/Madam,
Ref. No :

1. Our Enquiry No. MAT-RM-SA-LT-2026 dated 26/10/2026
2. Your offer dated XX.XX.2026 submitted in CPP portal against our above referred enquiry and subsequent correspondences
3. LOI:

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

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

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

Sl N0	Material Code/ Desc	Quantity	Unit	Rate	Cost	Discount%
Common description for the items below: Nil						
1	680427601	----------	Metric Ton	----------	----------	

SPECIFICATIONS

Sl. No.	Components	Percentage
1	H2S04	98% min
2	Residue on Ignition	0.2% max
3	Iron	0.05% max
4	Lead	0.005% max

Total: ---------- **(INR/USD/EUR/JPY)**

Total PO Value in (INR/USD/EUR/JPY) ----------

Terms and Conditions:

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

1.Quantity for the shipment: 12,000 MT – 14,000 MT (Max)
2.Price:
3.Loading laycan for the shipment:
4.Payment : As per clause 3 of Standard terms and conditions of Purchase (Annexure-E) of our enquiry: MAT RM-SA-LT-2026 dated 26/10/2026.
5.Packing : In bulk
6. Origin/load port:
7. Port of discharge: Cochin, India
8.Customs duty shall be as applicable

Beneficiary:

Address:

Advising Bank

Bank name:
Address:
Swift Code:

All terms and conditions are as per our enquiry: MAT RM-SA-LT-2026 dated 26/10/2026

for THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXX

Annexure -M

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: Sulphuric Acid

PART SHIPMENT : NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

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

Documents Required:

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

The B/Ls to show:

1 Import license - free import as per latest version of foreign trade policy

2 Purchase order number --------- dated ----------

3 L/c reference number

B) Three signed commercial invoices and three copies of the same

Based on the bill of lading quantity and surveyor's certificate of analysis. The invoice shall show the following:

1) B/l no. And date

2) Import license - free import as per latest version of foreign trade policy

3) Purchase order number --------- dated ----------

4) IEC : ----------

C) Certificate of Origin - 3 copies
D) Analytical Report - 3 copies
E) Survey Report - 3 copies.
F) A copy of signed charter party.

ADDITIONAL CONDITIONS

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

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

Annexure-N

CERTIFICATE

Name of the Bidder: -

Address: -

Ref: - Enquiry No- MAT-RM-SA-LT-2026 dated 26/10/2026

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

Signature

Name of Bidder

Date: