CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
TEL: 00 91 484 2568620 / 2568363
Email: barjees@factltd.com; akash@factltd.com;

Tender for Supply of MOP in bulk

Enquiry No. MAT-RM-MOP-LT-2026 dated 19/11/2026

Enquiry Notice

1. Background:

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

FACT intends to procure **Muriate of Potash (MOP) [Pink and White]** in loose bulk as per Specifications vide Annexure-A attached

2. 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 Muriate of Potash (MOP) in loose bulk on long term basis as per the details given below:

i) QUANTITY, SHIPMENT SIZE, DISCHARGE PORT, DELIVERY AND PERIOD OF CONTRACT:

Total Quantity	240000 MT (120000 MT per annum)
Shipment Size	30,000 MT +/-10%
Port of discharge	New Mangalore / Tuticorin / Kakinada or any other port in EC or WC of India.
Delivery	Delivery shall be on staggered basis as per the requirement of FACT. Intimation of supply will be given with quantity and port of discharge by email to the Seller. 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.
Period of Contract	2 years from the date of issue of LOI / Agreement

ii) NOTE:

a. **Bidders are free to offer any quantity up to 2,40,000 MT subject to a minimum of 30,000 MT +/-10%. The bidders whose price bids are opened will be given option to match with the prices offered by the L1 Bidder. FACT and selected bidder(s) shall enter into Agreement(s) with quoted pricing formula and mutually agreed terms and conditions as per the tender for the quantity offered. Quantity as per the Agreement is indicative only.**

b. **Firm Order: Firm order will be placed for the quantity as per the intimation with price as per the formula arrived as on the date of intimation and terms and conditions finalized in the Agreement.**

c. **First two shipments will be ordered on L1 party and the next shipment on the second party who matched the L1 rate and so on and the cycle will be repeated, subject to the quantity offered by each party. In case the quantity offered by first two parties are not sufficient to meet the tendered quantity, shipments will be allocated to other Sellers in the order of their ranking, appropriately. The decision of FACT will be final in this regard.**

d. FACT retains the right to accept deviation in quantity/shipment size, other terms and conditions of the tender at its sole discretion, in case of offers suiting our requirement are not received.

e. During the period of contract, FACT reserves the right to procure MOP from any other sources of its choice. The supplier has no claim whatsoever thereof.

iii) Discharge Rate any port in EC or WC of India: 10000 MT PWWD SHEXEIU.

Arrival Draft (Maximum) of the discharge port(s) shall be communicated at the time of supply intimation.

Note:

a) PWWD SHEXEIU shall be applicable per weather working day basis 4 or more available / workable holds / hatches, pro-rata if less.

iv) Offer shall contain the following:

i. Quantity offered as per the enquiry.

ii. Source of supply with port of loading shall be indicated.

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

Note:

a) In case of co-mingled/combined cargo, material for FACT shall be loaded in separate hatches and first port of discharge shall be made to FACT.

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

v) Price: The final applicable price of each shipment of MOP shall be as below:

a. The applicable unit price in US Dollars per Metric Ton = (CFR Standard Bulk India 180 days Price in USD PMT published in 'Argus Potash' prior to one week before B/L date) – Discount (α).

b. “α” is the Discount, if any, which shall be quoted in the price bid (BOQ) (Annexure – I). The discount shall include franchise, shrinkage, other discounts and additional discount in case credit offered is less than 180 days. The discounts offered shall be firm and valid for the contract period.

c. Credit Period: The bidder shall offer a minimum credit period of 60 days. Any credit period offered less than 180 days will be suitably loaded for comparison.

d. Prices shall be obtained separately for CFR India WC and CFR India EC and lowest bidder will be selected for WC and EC separately.

e. The bidders shall quote the total discount offered in the price bid (Annexure – I), separately for ECI and WCI for Pink and White products. CFR Standard Bulk India 180 days Price in USD PMT published in 'Argus Potash' as on date of opening of Part-A of the bid will be taken for bid evaluation and comparison.

f. All discounts are to be included in the invoice and LC will be opened for the amount after discount. In case of deviations from the above, the same may please be specified in the compliance statement while submitting PART A-bid. In case of deviations, necessary price loadings will be made for evaluation and suitable clauses will be added in LC.

vi) Franchise: If any, to be indicated.

vii) Specifications: Material supplied should conform to the specifications given in Annexure-A. The cargo supplied should be of uniform colour and should not be a mixture of two or more different sources.

viii) Terms and conditions: Shall be as per the enquiry notice and annexures attached. Please submit bid strictly in accordance with the same. Please note that insurance will be to FACT account.

3. **Rate:** Bidder shall quote their rates strictly in the Price Bid Format enclosed as Annexure I.

4. **Validity of Offer:** Offers are to be valid for a period of 10 days from the date of opening of Part A of offers and shall not be withdrawn by the Bidder during its validity period even if negotiations are done or counter offer made by us.

5. **Earnest Money Deposit (EMD): Bidder shall submit USD 25000 as Earnest Money Deposit (EMD**)

The EMD is exempted for:

1. Manufactures / Producers who have supplied MOP (Muriate of Potash) in compliance with latest Indian FCO specification, in bulk to any buyer in India.
2. Traders who have supplied MOP (Muriate of Potash) in compliance with latest Indian FCO specification, in bulk, to FACT during the last 5 years.

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

The Bank Details are as follows:

STATE BANK OF INDIA

COMMERCIAL BRANCH

VANKARATH TOWERS

PADIVATTOM

COCHIN 682024

CONTACT NOS : BOBEN MATHAI : 8593070731

BRANCH LANDLINE : 0484 - 2340028/29

A/c No: 10590232386

IFSC: SBIN0004062

SWIFT: SBININBB245

TYPE: CC ACCOUNT

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

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

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

6. Eligibility Criteria:

The following Eligibility criteria shall be applicable for bidders:

The bidder shall be a producer / manufacturer/ or a trader.

A. For Producer/Manufacturer of the item quoted:

i. Should have supplied to any buyer (in India or outside) at least one shipment of 30000 MT or above of MOP in bulk, on CFR basis, conforming to Indian FCO specification, during any one of the preceding three years as on the date of opening of PART A of bid.

ii. Should have facilities to produce at least the offered quantity of MOP, conforming to Indian FCO specification, as per Annexure A. Declaration in this regard may be attached.

B. Trader

Should have supplied to any buyer (in India or outside) at least one shipment of 30000 MT or above of MOP in bulk, on CFR basis, conforming to Indian FCO specification, during any one of the preceding three years as on the date of opening of PART A of bid

6.1 Following documents shall be submitted by the bidders:

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

(ii) Typical Analysis report of the item quoted showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory.

(iii) Questionnaire for Bidders (Annexure- C), duly filled, attaching all supporting documents as required therein.

(iv) Traders shall submit, in addition to the above documents, Letter issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity. The letter shall be issued not more than three months prior to the date of publication of the enquiry.

6.2 Offers from the bidders who are already in the existing FACT pre-qualified vendor list for supply of MOP valid up to 24.07.2027, need not submit the Eligibility criteria documents and shall be eligible for participating in this tender subject to the provisions of 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, or against the submission of supplies / backup support from any other country except from the countries which shares land border with India.

7. Evaluation of Offers:

Evaluation will be done on landed cost with 180 day's credit at discharge Ports on shipment basis including Insurance charges, applicable port dues, customs duty, etc. based on the CFR price on credit offered from the B/L date after considering the offered discounts. In case a bidder quotes less than 180 day's credit (minimum 60 day's credit), the same will be loaded with interest @**8.25%** p.a. for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price and customs duty will be **SBI Bill Selling rate** on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation.

Bidder shall offer minimum credit period of 60 days, failing which offer shall not be accepted.

- The prevailing rate of interest for cost of fund to FACT will be applicable. Present rate is **8.25 % p.a.**
- The prevailing charges for TT and LC payments as applicable to FACT will be applicable and 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.

8. Payment shall be as per the clause 4 of Annexure D Terms and conditions of purchase**.**

9. Other Terms and Conditions: All other terms and conditions shall be as detailed in the various Annexures attached along with this enquiry.

10. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders (Annexure-B).

Due date / time for submission of bids: 03/12/2026 - 1400 Hrs. IST.
Due date/ time for opening of Bids : 03/12/2026 - 1430 Hrs. IST

11. Special Note;

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

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

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

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

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

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

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

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

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

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

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

Certificate to be submitted by tenderers:

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

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

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

Thanking you,

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

Encl:

1	Annexure	A	Specifications of Muriate of Potash (MOP).
2	Annexure	B	Instructions to Bidders
3	Annexure	C	Questionnaire for Bidders
4	Annexure	D	Terms and Conditions for Purchase
5	Annexure	E	Deleted
6	Annexure	F	Shipping Terms for CFR contract
7	Annexure	G	Compliance Statement
8	Annexure	H	Unpriced Bid Format
9	Annexure	I	Price Bid Format
10	Annexure	J	List of Banks
11	Annexure	K	Proforma of Bank Guarantee in lieu of Security Deposit.
12	Annexure	L	Integrity Pact
13	Annexure	M	Draft Purchase Order.
14	Annexure	N	LC Proforma/ Draft LC

Annexure-A

SPECIFICATION OF MURIATE OF POTASH (MOP)

Potassium Chloride (Muriate of Potash - MOP) in loose bulk in compliance with latest FCO specification as per Schedule 1 Part A 1(c) Sl.1)

All quality parameters as per Indian FCO standards

1. Colour: Pink/White
2. Moisture, per cent by weight, maximum : 0.50
3. Water Soluble Potassium content as K2O, per cent by weight, minimum : 60.0
4. Sodium as NaCl, per cent by weight, (on dry basis), maximum : 3.50
5. Particle Size: Minimum 65% of the material shall be retained between 0.25mm and 1.7mm IS sieve.

Annexure B

INSTRUCTIONS TO BIDDERS

1. **Definitions:**

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

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

Seller: Shall mean the Bidder on whom FACT places the Purchase Order
.
Contract value: Total all-inclusive price for the order quantity.

2. Bidders shall study carefully the Eligibility Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BOQ) attached along with this enquiry. All conditions set out there in 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. Earnest Money Deposit (EMD): Shall be as per the clause 5 of the Enquiry Notice.

4. Submission **and Opening of Bids**:

4.1 Offers against this enquiry shall be submitted online on e-procurement portal https://eprocure.gov.in, with valid 'Digital Signature Certificate' (DSC). Offers submitted on any other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.

4.2 All interested bidders are requested to register themselves on the above website with their valid DSC. It is mandatory for bidders to have valid DSC (of Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the enquiry. Valid DSC shall be arranged by the bidders themselves at their cost. Bidders may refer Bidders Manual Kit available on the above website for detailed information and instructions for registering, submitting offers etc.

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

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

a. Proof of EMD remittance / documents for EMD exemption

b. Documents in proof of meeting Eligibility Criteria

c. Guaranteed specification

d. Flowchart for the production process, if applicable

e. Duly filled in Questionnaire for Bidder (Annexure C)

f. Duly filled in Compliance Statement (Annexure G)

g. Unpriced copy of Price Bid Format (Annexure H) Bidder shall indicate Quoted / Not Quoted against each item, as the case may be. **Bidder shall not indicate rates in the un-priced copy**

h. Duly filled and signed Integrity Pact (Annexure L)

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

4.3.2 Part B bid shall be the Price bid (BoQ). Bidders are required to quote the discount rates strictly in the Price Bid format enclosed as **Annexure I**. Discounts 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, discounts "α", Number of days credit offered from date of BL etc.as called for.

The priced bid shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing format of the bid sheet will not be accepted by the System.

Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that is not applicable or as included in the basic price. No claim afterwards will be entertained.

Bidders shall quote the discount rates 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.

4.4.1 Non-submission of any document or submission of incomplete documents may result in rejection of offers. Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non-availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non-submission of any documents forming part of the offers.

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

4.6 **BID** OPENING**:**

4.6.1 Part-A of the bids of all bidders who submit their Bid as per the instructions by the due date and time as above and which are in conformity with the instructions specified in the enquiry documents shall be opened online, in CPPP.

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

4.7 **HELP DESK**

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

5. Validity of Offers: As per clause 4 of Enquiry Notice.

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

7. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason(s) whatsoever. FACT also reserves the right to place order/ orders on one or more bidders or cancel this enquiry.

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

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

10. INTEGRITY PACT (IP)

The bidders shall execute and submit an "Integrity Pact (IP)" with Fertilisers and Chemicals Travancore Ltd., on plain paper, along with the bid as per Annexure-L 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 Original Integrity Pact on Plain paper duly signed by the bidder shall be submitted along with the Part –A of bid.
(B) In case bidders require any clarification pertaining to the tender please contact: 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

QUESTIONNAIRE FOR BIDDERS FOR SUPPLY OF MOP

	Description	To be filled in by vendor
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 with valid UDIN for the last three years.	(Documents to be enclosed) or Website link for the same
3.0.0	**Sourcing particulars:**	
3.1.0	Whether Producer/ Trader	
3.2.0	**If Producer**:	
3.2.1	Location of mine of Producer	
3.2.2	Annual Production Capacity for MOP in each mine.	
3.2.3	Typical Analysis report of MOP produced in each mine showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory	(Document to be enclosed)
3.3.0	**If Trader**:	
3.3.1	Name and address of producer from where MOP is proposed to be sourced	
3.3.2	Annual production capacity of MOP in each mine stated above	

3.3.3	Letter(s) issued by the MOP Producer's authorized signatory confirming to backup with respect to quality and quantity		(Document to be enclosed)	
3.3.4	Typical Analysis report of MOP showing all parameters as per FCO specifications, 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 discharge port			
5.0.0	Third party inspection agency/ agencies to be involved for certifying quality and quantity at load port			
6.0.0	Documentary evidence for sale of Fertilizer		(Details of supplies along with and supporting documents to be enclosed).	
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:			
7.1.0	Indian Agent's Registration Number			
7.2.0	Permanent Income Tax Account Number			
7.3.0	GST Registration details			
7.4.0	Nature of commission/remuneration			
7.5.0	Copy of Terms and Conditions of appointment		(Document to be enclosed)	
8.0.0	**Details of Authorized Signatories**:			
	Name	Designation		Signature
1				
2				

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 Eligibility criteria. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.

Annexure-D

TERMS AND CONDITIONS OF PURCHASE

1. The LOI is placed with CFR option. Seller shall then make CFR arrangements for the agreed laycan only. The Seller shall not be absolved from his obligations under the Purchase Order, citing insufficient time for making CFR arrangements. Shipment terms for CFR contract shall be as given in Annexure F of this enquiry.

2. **Taxes and Duties:**

   All levies, taxes and duties in the Seller's country shall be to Seller's account and in India to FACT's account.

3. **Security Deposit**:
   The Seller shall furnish Security Deposit as mentioned below within 10 days from the date of Letter of Intent 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. Bank Guarantee shall be kept valid for a minimum period of 6 months, with a further claim period of 6 months. Validity shall be further extended on demand as per terms of our BG Proforma.

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

Security Deposit / Performance Guarantee: SD / PG shall be furnished based on value of each shipment, against firm order.

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

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

The Bank Details for RTGS/NEFT/TT payment towards Security deposit are as follows:
STATE BANK OF INDIA
COMMERCIAL BRANCH
VANKARATH TOWERS
PADIVATTOM
COCHIN 682024
CONTACT NOS : BOBEN MATHAI : 8593070731
BRANCH LANDLINE : 0484 - 2340028/29

A/c No : 10590232386
IFSC : SBIN0004062
SWIFT : SBININBB245
TYPE : CC ACCOUNT

Proof of payment of SD shall be informed to FACT by email.

4. Payment

4.1 Payment shall be by option A or B.

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

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

4.2 Indian Agent's Commission, if any, shall be deducted from the invoice and paid in Indian Rupees in India. Please see clause 16 below.

4.3 LC shall be opened only after receipt of Security Deposit.

5. **Shipping Documents:**

5.1 Seller shall present following shipping documents for payment purpose:

a] Three original and three non-negotiable copies of clean on-board bills of lading marked freight paid/payable by shipper as per Charter Party. In case of Charter Party Bills of Lading, it should bear an endorsement that all the relevant terms and conditions of the relative Charter Party are deemed to have been incorporated therein.

The B/Ls to show:

1] Import License - Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 – 20 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 Independent Surveyor as indicated in cl. 9.3 of Annexure E.
e] Certificate of quality/analysis issued by Independent Surveyor as indicated in cl. 9.3 of Annexure E, meeting all parameters as per Annexure A.
f] A certificate from the Seller stating that email has been sent to FACT's underwriters for insurance purposes.
g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.
h) Stowage plan.

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

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

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

5.5 Routing of shipping documents shall be as follows:

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

1] FACT MARKETING DIVISION, UDYOGAMANDAL, COCHIN - 683 501
headfertilisermarketing@factltd.com and imports@factltd.com.

2] FACT FINANCE DIVISION, COCHIN, KERALA STATE, INDIA – 683 501
deepam@factltd.com and livya@factltd.com

3] FACT MATERIAL DIVISON, PD ADMIN BUILDING, FACT LTD., UDYOGAMANDAL, COCHIN – 683 501.
msbala@factltd.com; barjees@factltd.com and akash@factltd.com

6. **Liquidated damages:**

The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This shall be CFR value. In case ship is delayed beyond one month, Clause 8 'Default' will be applicable.

7. Force Majeure:

7.1 If at any time during the existence of this contract 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 .

7.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in 7.1 above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

7.3 If operation of such circumstances exceeds one month, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.

7.4 The party which is unable to fulfill its engagements under the present contract must within 7 (seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce in the country of the Seller or the buyer or the country where the load port is located shall be sufficient proof of the existence of the above circumstances and their duration.

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

7.6 The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of Force Majeure, provided

that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract

8. **Default:**

In the event of any default by the Seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.

9. **Determination of quality and quantity:**

9.1 The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.

9.2 FACT reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by FACT and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.

9.3 Irrespective of whether FACT appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from 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 to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.

9.4 For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.

9.5 Sample shall be drawn by Central Fertilizer Quality Control & Training Institute, Faridabad (CFQC&TI), India or any other lab nominated by Govt. for that purpose. The quality so determined at discharge port shall be final and binding on the Seller. Referee analysis shall be as per the FCO guidelines.

9.6 In case the entire cargo is rejected at the discharge port and / or declared unfit for direct application as fertiliser, and / or declared non-standard, as evidenced by the quality report of Central Fertiliser Quality Control & Training Institute, Faridabad (CFQC&TI) or any of its regional laboratories, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs, exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered / deducted by DOF and / or insurance company thereof immediately on Buyers first demand with value date being the date of initial payment to the seller, failing which penal interest @ 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller without waiting for umpire analysis or the result of umpire analysis. The claim/refund

excluding penal interest if any shall be limited to 120% of the CFR value. FACT shall be entitled to recover such additional cost and damages by all legal means including invocation of SDBG.

10. **Weighment:**

Weighment shall be as determined by draft survey conducted through an independent internationally reputed surveyor/inspection agency appointed by FACT at the port of discharge. The payment shall be based on B/L quantity or drafts survey at discharge port whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly.

In such cases, supplier shall refund cost of damaged cargo or quantity received short from the B/L quantity based on draft survey at the port of discharge immediately on FACT's first demand failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.

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 language of the Order shall be English. The Seller agrees to submit himself to the Jurisdiction of Indian Courts of Law.

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

15. Arbitration:

15.1 If the Seller is a Central Public Sector Enterprise / Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No.4(1)2013-PE(GM)/FTS-1835 dated 22.05.2018.

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

If any dispute arises out of or relating to or in connection with this contract, between the Seller and FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrators shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH. Any legal proceedings relating to or in connection with this contract including arbitration award shall be limited to the exclusive jurisdiction of the Courts in Ernakulam, Kerala, India.

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

16.1 Indian Agent's registration Nos. and their permanent income tax account number.

16.2 Amount and nature of commission/remuneration.

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

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

16.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.

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

17. This Purchase Order is placed by FACT, The Fertilisers and Chemicals Travancore Limited. It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights on this order.

Annexure-E

DELETED

Annexure-F

SHIPMENT TERMS FOR CFR CONTRACT

1 Seller shall provide at his own expense, proper transportation for carriage of the cargo in transit subject to Government of India policy directives in this regard. Indian flag vessels to be accorded first right to refusal. Freight shall be pre-paid.

2. All vessels calling at discharge port should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India.

If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated 2 Aug'12 issued by Ministry of Shipping, well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.

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

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

Requirement of Vessels: Suppliers shall arrange for chartering of suitable geared single deck vessel(s) to load the agreed quantity. These vessels should be self-geared bulk carriers fitted with minimum four cranes for 25MT SWL each with minimum outreach of 9 meters.

The supplier shall guarantee that the vessel is fitted with grabs, ropes and winches in good working condition. In case the gear/grabs on the vessel is/are found defective and the supplier fails to make alternate arrangement, in such case if FACT is required to arrange for grabs, cranes etc., then the expenditure incurred towards the same shall be to supplier's account. LOA/Beam/Draft restrictions shall be as applicable for respective discharge ports.

3 **Discharge rate at Discharge Ports:** As mentioned in clause 2. (iii) of enquiry notice.

In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Discharge Port Trusts and Charter Party Holidays.

4 **Demurrage Rate and Despatch Rate: Demurrage rate shall be furnished by the Seller at the time of vessel nomination**

The Seller shall pay to the Buyer or their nominee, despatch rate at the rate not less than half of the demurrage rate quoted in BOQ, per day and pro rata for part of a day for all lay time saved at discharge port.

5 **Discharge Port:** As mentioned in clause 2. (i) of enquiry notice.

Cost of shifting between berths including bunker fuel used shall not be borne by FACT and time used in shifting shall not be counted as laytime or time on demurrage. Deviation will be suitably loaded for evaluation.

6 **Arrival draft at discharge ports:** As mentioned in clause 2. (iii) of enquiry notice.

In case arrival draft exceeds permissible draft, lightening to be arranged by Seller at their own risk and cost including time lost. It shall be Seller's responsibility to ensure that the vessel arrives with the permissible/available draft at discharge ports whichever is less.

(a) The vessel shall give free use of all available gear for discharging as also lights for night work on board. Seller shall allow free use of gear, winches and derricks. If all gears are not available, discharge rate to be reduced proportionately.

(b) Cost of opening and closing of hatches shall be to ship owners / supplier's account and time used not to count as lay time.

(c) Overtime to the account of party ordering the same. Officers" / Crews" overtime to be always for supplier's / ship owner's account.

(d) Time consumed by the vessel in moving from the discharge port / anchorage to anchorage / discharging berth will not count as lay time.

(e) All expenses and costs arising from the failure of the machines/equipments of the vessel, or if the vessel is pulled out from the berth on account of safety reasons by the port to be on the account of sellers.

7 The following vessel details shall be furnished by Seller while nominating vessel, by email [email id: imports@factltd.com] addressed to Deputy General Manager [M]F, with Copy to Deputy General Manager Materials (RM) msbala@factltd.com / barjees@factltd.com / akash@factltd.com

i] Flag
ii] Classification
iii] Year of built
iv] GRT/NRT, LOA & Draft
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.

8 Expected loading days and arrival date at discharge port shall be intimated to FACT for each shipment while nominating the vessel in conformity with the Purchase Order.

9.1 Insurance**:** The vessel chartered by Seller shall be as per DGS ORDER on Age Norms and other Qualitative Parameters w.r.t. vessels, F No 16-1701 l/5/2022-SD-DGS Dated 24.02.2023 [DGS Order No. 06 of 2023] shall be strictly followed 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.

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

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

9.4 Deviation from the above criteria may attract an additional premium and the same shall be borne by the supplier, if any.

10 On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA discharge port and value shall be sent by email to imports@factltd.com Deputy General Manager [M]F, Deputy General Manager Finance [email id: deepam@factltd.com], Deputy General Manager Materials[RM] msbala@factltd.com / barjees@factltd.com/ akash@factltd.com and FACT's under writers: 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

11 Seller shall obtain, from the carrier at his own expense on board shipped, Ocean Bill of Lading, clean and transferable in the name of FACT, dealing only with the cargo as per the Purchase Order to discharge port, India and courier the copies of the Shipping documents.

12 The sailing progress of vessel shall be reported to Deputy General Manager [M]F by email id: imports@factltd.com with copy to Deputy General Manager (Materials) Email id: msbala@factltd.com / barjees@factltd.com / akash@factltd.com at least 72 hours before arrival, stating the anticipated hour of arrival. Similar notice shall be given at least 48 hours, 36 hours and 24 hours in advance of the ETA of vessel and thereafter any change every 1 hour.

13 Lay time: Based on discharge rate as mentioned in clause 2. (ii) of enquiry notice, Laytime is calculated.

N.O.R. time: NOR shall be tendered during official working hours only, i.e. between 09:30 hrs to 17:00 hrs from Monday to Friday and 09:30 hrs to 12:00 hrs on Saturday.

Laytime shall commence only 24 hours after the receipt and acceptance of Notice of Readiness [N.O.R.] as above and shall end on completion of discharge.

Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.

14 Berthing delay on account of force majeure, bad weather shall not be included in laytime.

15 Any delay in commencing discharge on account of delay in obtaining the free pratique customs clearance, immigration, etc., by the vessel's agents and any port charges on this account shall not be to FACT's account.

16 If the vessel is unable to complete unloading within the allowable laytime, due to any cause attributable to FACT, FACT shall pay to Seller demurrage at the rate as per clause 4 above. If the vessel completes unloading earlier than the allowed laytime, despatch shall be payable to FACT. Seller shall pay to FACT despatch at the rate as per cl. No. 4 above. Demurrage/despatch shall be settled within 30 days of mutual acceptance of laytime statement.

17 If, however, demurrage is incurred at the port of discharge by any reason over which FACT have no control including but not limited to fire, explosion, storm or by strike, lockout stoppage or restraint of labour by breakdown of machinery or equipment in or about the plant/unloading facilities of FACT or any other force majeure circumstances, no demurrage shall be payable.

18 At discharge port, dues on vessel shall be for the Seller's account, but dues on cargo including import duties, taxes and customs duties shall be to FACT's account.

19 In case documents are not made available to FACT prior to arrival of vessel, delivery order shall be issued by Seller's/Vessel Owner's agents to FACT's representatives at discharge port against ordinary Letter of Indemnity issued by FACT. Freight to be pre-paid. Any delay, damages or costs in obtaining the delivery order for discharging the cargo from vessel owners/agents on account of non-settlement of dues to owners/port by Seller/Seller's agents or for any reason not attributable to FACT shall be to Seller's account.

20 Consignee:

FACT LTD, EEC BUILDING, MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501

Notify party:

FACT MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501

21 Vessel/crew shall comply with all rules and regulations of discharge port.

22. In case of comingled / combined cargo FACT’s product shall be loaded in separate Hatches.

Annexure - G

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM–MOP-LT-2026 dated 19/11/2026

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM–MOP-LT-2026 dated 19/11/2026 and hereby confirm our acceptance to the same except for the deviations listed below:

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

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

Annexure – H

KINDLY REFER UNPRICED BID ON THE CENTRAL PUBLIC PROCUREMENT PORTAL

Annexure – I

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

Annexure - J

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

Annexure – K

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

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

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

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

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

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

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

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

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

We ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase order or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Seller and either to enforce or forebear from enforcing any of the terms and conditions governing the said Purchase order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being

given to the said Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

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

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

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

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

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

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.

Annexure L

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)

(Office Seal)

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

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address).....

Witness 2:

(Name & Address).....

Annexure M

CORPORATE MATERIALS

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

GST No:32AAACT6204C1Z2

TEL:0484-2568363
0484-2568267
Email:akash@factltd.com

DRAFT PURCHASE ORDER

P.O.NO. MM/192//4700000XXX dated XX.XX.2026

Vendor Code:
Address:

Dear Sirs/Madam,

Ref. No:

1. Our Enquiry No: MAT-RM-MOP-LT-2026 dated 19.11.2026
2. Your offer dated XX.XX.2026 submitted against our above referred enquiry and subsequent correspondences

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

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

Consignee
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MARKETING DIVISION,
FACT MARKETING HEAD OFFICE
Tuticorin/Kakinada

Invoicing Address
THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MARKETING DIVISION,
FACT MARKETING HEAD OFFICE,
Tuticorin/Kakinada

Sl N0	Material Code/ Desc	Quantity	Unit	Rate (USD)	Cost (USD)
Common description for the items below: Nil					
1	680705010	30000	Metric Ton	-------	------

Specification:

Potassium Chloride (Muriate of Potash - MOP) in loose bulk in compliance with latest FCO specification as per Schedule 1 Part A 1(c) Sl.1)

1. Colour:Pink/white
2. Moisture, per cent by weight, maximum: 0.50
3. Water Soluble Potassium content as K2O, per cent by weight, minimum: 60.0
4. Sodium as NaCl, per cent by weight, (on dry basis), maximum: 3.50
5. Particle Size: Minimum 65% of the material shall be retained between 0.25mm and 1.7mm IS sieve.

.

Total: ---------- **(USD)**

Total PO Value in USD: ----------

Terms and Conditions:

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

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

Customs Duty: Shall be as applicable.
Quantity and Parcel:

Price: USD --- PMT CFR WCI/ECI for payment by LC on 180th day from BL date.

Discharge/Demurrage: (Laytime):

Origin:

Port of Discharge:

Payment: By LC on 180th day from BL date

Beneficiary:

Address:

Advising Bank:

Bank name:
Address:
Swift Code:

Last date of Shipment at Load port: on or before XX.XX.2026

Liquidated Damages: 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.

All other terms and conditions shall be as per Terms and Conditions for purchase, Shipping terms for FOB Contract and Shipping Terms for CFR contract of the tender MAT-RM-MOP-LT-2026 dated 19.11.2026".

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

MANAGER (PURCHASE)

PR No - XXXXXXXX

Annexure - N

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, FOB / CFR FO LESS AGENCY COMMISSION @ _____PMT (IFAPPLICABLE).

COMMODITY: MURIATE OF POTASH

PART SHIPMENT: NOT ALLOWED

TRANSHIPMENT: NOT ALLOWED

PORT OF LOADING _____

LATEST DATE FOR SHIPMENT _____

Beneficiaries are permitted to ship 20000 MTs plus/minus 10 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 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:

A) IMPORT LICENSE – FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF FOREIGN TRADE POLICY 2015–20.

B) PURCHASE ORDER NUMBER

C) L/C REFERENCE

B) THREE SIGNED COMMERCIAL INVOICES AND THREE COPIES OF THE SAME BASED ON THE BILL OF LADING QUANTITY AND SURVEYOR'S CERTIFICATE OF ANALYSIS. THE INVOICE SHALL SHOW THE FOLLOWING:

1] B/L NO. AND DATE

2] IMPORT LICENSE – FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF

FOREIGN TRADE POLICY 2015–20.

3] PURCHASE ORDER NO.

C) ONE ORIGINAL AND FOUR COPIES OF CERTIFICATE OF ORIGIN ISSUED BY CONCERNED CHAMBER OF COMMERCE

D) ONE ORIGINAL AND FOUR COPIES CERTIFICATE OF QUALITY/ANALYSIS ISSUED BY INDEPENDENT SURVEYOR MEETING ALL PARAMETERS AS PER ANNEXURE A

E) A CERTIFICATE FROM THE SELLER STATING THAT EMAIL HAS BEEN SENT TO FACT'S UNDERWRITERS FOR INSURANCE PURPOSES.

F) ONE ORIGINAL AND FOUR COPIES OF CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR.

G) A CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE GOODS SUPPLIED IS IN ACCORDANCE WITH THE RELATIVE PURCHASE ORDER …..

H) STOWAGE PLAN.

ADDITIONAL CONDITIONS

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

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