THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CORPORATE MATERIALS

FACT-PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL, KOCHI – 683501
Tel: 0484 2546567 / 2568641 / 2568633
Fax: 0484- 2545172
E-mail: vsree@factltd.com / sivaram@factltd.com

TENDER FOR SUPPLY OF RE-GASIFIED LNG (RLNG)

ENQUIRY NO. MAT-RM-L18-2020 DATED 29.02.2020

FACT requires 13,419,400 MMBTU of RLNG for delivery during the period 01.05.2020 to 31.03.2021 at FACT's plant premises at Udyogamandal / Ambalamedu, Kochi, India. Bidders are also given the option of quoting for delivery Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis. Offers are invited from capable Manufacturers / Traders, who are interested to supply RLNG. They may visit our website http://www.fact.co.in for details. Any change/extensions to this tender will be informed only through our website and will not be published again in newspapers.

Due date / Time for submission of Bids: 06/03/2020 14.00 hrs. IST.

Dy. General Manager- (Raw Materials)

THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.
CORPORATE MATERIALS
FACT-PD ADMINISTRATIVE BUILDING UDYOGAMANDAL, KOCHI – 683501
Tel :0484 2546567 / 2568641 / 2568623
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ENQUIRY NOTICE

SUPPLY OF Regasified LNG (RLNG)
(ENQUIRY NO. MAT-RM- L18-2020 DATED 27.02.2020)

The Fertilisers And Chemicals Travancore Ltd, (FACT), a "Government of India Undertaking", is engaged mainly in the production of Nitrogenous and Phosphatic fertilisers & intermediary products Sulphuric acid and Phosphoric acid and petrochemical product viz. Caprolactam.

We invite your most competitive bid in sealed covers strictly in **TWO BID format** as explained in Instructions to Bidders **(Annexure-II)** for **supply of RLNG to FACT's plant premises at Udyogamandal / Ambalamedu, Kochi** as per details given below and as per enquiry documents attached.

1.0.0 Requirement:

1.0.1 Approx. 13,419,400 MMBTU of RLNG at GCV of 9880 Kcal/SCM (at approx. 17,000 to 44,000 MMBTU per day) for delivery at delivery point at FACT, Udyogamandal / Ambalamedu during the period 1st May 2020 to 31st March 2021.

Of the above quantity:

[A] Supply of 10,735,520 MMBTU RLNG (at approx. 13,600 to 35,200 MMBTU per day) shall be on **Firm** basis.

[B] Supply of 2,683,880 MMBTU RLNG (at approx. 3,400 to 8,800 MMBTU per day) shall be on **Reasonable Endeavour (RE)** basis.

1.1.0 The **delivery point** shall be the flange connecting GAIL's [Gas Authority of India Ltd., the owner of transmission pipeline from PLL Terminal to FACT], facilities to FACT's facilities immediately after the RLNG measurement facilities in FACT's premises at Udyogamandal / Ambalamedu.

1.1.1 Bidders are also given the option for delivery of RLNG Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis. Such bids will be loaded with the applicable transmission charges prescribed by PNGRB {Petroleum and Natural Gas Regulatory Board} for transmission of RLNG from PLL Terminal, Kochi to FACT (presently Rs.42.78/MMBTU) plus GST towards transmission charges from PLL's terminal to the delivery point defined above.

1.1.2 Selection of the delivery basis will be at the sole discretion of FACT.

1.2 Please quote firm prices. Bids not quoting the entire required quantities of 13,419,400 MMBTU MMBTU are liable to be rejected. In case of more than one bid with the same evaluated delivery point price, FACT may place the order for the full quantity of 13,419,400 MMBTU on one of the bidders selected at the sole discretion of FACT.

1.3 Insurance up to the delivery point quoted by the bidder shall be arranged by the bidder.

2.0 Separate invoices shall be raised for the quantity supplied to Udyogamandal Division, Petrochemical Division and Cochin Division.

3.0 **Specifications** of RLNG are given at **Annexure-I.**

4.0 The tentative date of commencement of drawal of RLNG on bulk basis is 1st May 2020. However, the exact date of commencement of drawal will be as mutually discussed and agreed. In case the commencement of drawal is delayed, the date of completion shall be suitably extended.

5.0 The bidder who has offered delivery at FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis should enter into commercial arrangements with Petronet LNG, Kochi (PLL) for **[A]** discharge of LNG from ships to the storage tanks of PLL so as to meet the delivery requirements of FACT, storage, Re-gasification of LNG and delivery Ex-PLL Terminal **(OR)** for **[B]** procurement of RLNG from PLL, for supply to FACT as per the requirements of FACT. Copy of the valid agreement the successful bidder has entered into with PLL as above, shall be submitted by the bidder along with the Un-priced Bid (PART A), failing which the offer is liable to be rejected.

5.1 The bidder who has offered delivery at FACT, Udyogamandal should also enter into Gas Transmission Agreement and Capacity Tranche agreement with GAIL, for transmission of RLNG from LNG Terminal Facilities of Petronet LNG Ltd. at Puthuvypeen, Kochi to FACT, Udyogamandal. Copy of the valid GTA the successful bidder has entered into with GAIL, shall be submitted by the bidder along with the Un-priced Bid (PART A), failing which the order, if any, shall be placed only on ex-PLL, Kochi terminal basis, reducing the transmission charges and taxes thereon from the FACT, Udyogamandal price quoted.

5.2 The Seller shall set up a local office manned by responsible personnel, so as to facilitate smooth co-ordination between the supplier and FACT.

6.0 **Price**: The bidders shall quote the price for RLNG in INR/MMBTU, including all taxes and duties, up to the delivery point applicable. The bidder shall provide the delivery point price and the break up as per the Price Bid format at **Annexure-VIII**. The bidder shall also indicate the quantity offered, credit period offered, the rate of interest for the credit offered and the delivery period in the said price bid format. *(In case the price is quoted in currency other than INR, the RBI Indicative exchange applicable as on date of opening of the Part A bid will be considered for evaluation purpose).*

7.0 The price quoted shall remain **firm** during the contract period.

8.0 **Due date and time for receipt of Bids: 06/03/2020** 14.00 hrs IST.

8.1 **Date and time of opening of Bids: 06/03/2020** 14.00 hrs IST.

9.0 Bids shall be valid for 7 days from date of opening.

10.0 **Earnest Money Deposit (EMD):** Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed at para 3.0 of Instructions to Bidders **(Annexure-II).** EMD is exempted in the case of certain category of bidders (please refer para 3.0 of Instructions to Bidders).

11.0 **Pre-qualification criteria:**

The bidder:

11.1 should have successfully supplied at least 80 MMSCM / 3,200,000 MMBTU of LNG / RLNG to one or more buyers on annual basis during any one of the last three years as on the due date of submission of bid.

Documents:

The bidder shall furnish,

11.2 Self-attested Copies of Contracts/ Term sheets /Gas Supply Contracts / B/Ls/ Invoices / Performance Certificate in support of the above. The bidder shall also submit letters from the buyers confirming receipt of LNG / RLNG as per clause 11.1 above.

11.3 Copy of analysis report, showing all parameters as per FACT specifications, duly self-attested.

11.4 All bidders shall furnish, Pre-qualification Questionnaire **(Annexure-III)** and Details of previous supplies (**Annexure-IV),** duly filled in, attaching all supporting documents as required therein, ALONG WITH THEIR PART A BID.

11.5 Bidders who have already supplied RLNG to FACT are exempted from submitting the pre-qualification documents.

12.0 The period of Planned Maintenance Program at FACT is minimum 30 days. However the Planned maintenance Program is not expected to fall during the period of this Contract.

13.0 Payment: As per article 6.0 of Standard terms and conditions of Purchase **(Annexure-V).**

13.1 Invoices shall be raised on fortnightly basis. Credit period of 180 days from the date of submission of invoice is to be offered. The bidder shall indicate the rate of interest in their offer. In case the bidder does not quote for 180 days credit or has offered a credit for a period shorter than 180 days, the price quoted will be

loaded with interest at 5.8% per annum for the balance period up to 180 days for evaluation.

13.2 Availing credit will be at the sole discretion of FACT.

14.0 FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning reasons whatsoever. FACT also reserves the right to place order / orders on one or more bidders.

15.0 The following documents enclosed form part of the enquiry.

. (i) Annexure-I - Specifications of RLNG.
(ii) Annexure-II - Instructions to Bidders.
(iii)Annexure-III- Questionnaire for Pre-Qualification of vendors for supply of RLNG.
(iv) Annexure-IV - Details of previous supplies.
(v) Annexure- V - Standard Terms and Conditions for Purchase
(vi) Annexure- VI – Compliance statement.
(vii) Annexure-VII - Un-Price Bid format.
(viii) Annexure-VIII – Price Bid format.
(ix) Annexure- IX- List of Banks.
(x) Annexure-X - Proforma of Bid Bond towards EMD.
(xi) Annexure-XI - Proforma of Bank Guarantee in lieu of Security Deposit.

Thanking You

For The Fertilisers and Chemicals Travancore Limited

Dy. General Manager (Materials) RM

Annexure-I

RLNG Specifications

1. Gross Heating Value of Gas: 9880 Kcal/SCM.

2. Net Heating Value of Gas:

   The Gas offered at the Delivery Point shall have minimum Net Heating Value in gaseous state equal to 8569 kilo calories per Standard Cubic Meter

3. Composition of Gas

   The Gas to be supplied by Seller to FACT shall have the following composition:

Component	Specifications
Methane (C1)	not less than 88 Mol%
Ethane (C2)	not more than 6.0 Mol %
Propane (C3)	not more than 3.50 Mol %
Butanes (C4) and heavier	not more than 2.0 Mol %
Pentanes (C5)and heavier	not more than 0.1 Mol %
Nitrogen	Not more than 1 mol%
Carbon dioxide	Not more than 100 ppm, mol
Oxygen	Not more than 50 ppm, mol
H_2S	Not more than 5 mg/Nm^3
Mercaptan Sulphur	Not more than 7 mg / Nm^3
Total Sulphur	Not more than 30 mg / Nm^3
Impurities	Gas shall be reasonably free from dust, gum forming constituents and other deleterious solid and/or liquid matter
Water content / moisture	No free water shall be present

4. Delivery Pressure of Gas:
   Gas delivery pressure at FACT battery limit should be in range of delivery pressure of 45 kg/cm^2 g to 50kg/cm^2.

5. Delivery Temperature of Gas:
   Seller shall deliver Gas at a temperature between 0 degree Celsius and 35 degree Celsius.

6. Any gases other than the specification in Sl. No. 3 may be clearly specified with % composition.

7. In case the bidder offers RLNG on Ex-PLL terminal, Kochi basis, the specifications of the RLNG supplied Ex-PLLTerminal shall be such that the specifications as above are met at the flange connecting GAIL's facilities to FACT's facilities immediately after the RLNG measurement facilities in FACT's premises at Udyogamandal.

Annexure-II

INSTRUCTIONS TO BIDDERS

1. Definitions:

FACT: Shall mean **The Fertilisers and Chemicals Travancore Limited**, having Registered office at Udyogamandal, Kochi, Kerala and its various Divisions. This enquiry is sent by Corporate Materials, FACT - Head Office, FACT-PD Administrative Building, Udyogamandal.

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

Seller: Shall mean the firm/manufacturer/trader/individual on whom FACT places the Contract.

2. Bidders shall study carefully the Enquiry Notice, Instructions to Bidders, Terms and Conditions and all other documents attached along with this enquiry. All terms and conditions set out therein shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

3. **Earnest Money Deposit (EMD):**

Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed below:

EMD shall be Rs.7 crores (or equivalent amount in USD calculated as per the Reserve Bank of India reference exchange rate as on the date of payment). Bidder shall submit EMD along with their bid in the form of RTGS payment or by Demand Draft or Bid Bond in the form of Bank Guarantee in the prescribed format. FACT's account details to enable RTGS payment, the List of banks from which Demand Drafts/BG is to be obtained (Annexure-IX) and Proforma of Bank Guarantee (BG) for Bid Bond (Annexure-X) are enclosed with the enquiry documents.

The details of our bank for remitting EMD is as given below:
STATE BANK OF INDIA, Commercial Branch, VANKARATH TOWERS, Padivattom, COCHIN, Kerala, India PIN 682024
A/C NO. : 10590232386, IFSC CODE: SBIN0004062, SWIFT: SBININBB245
TYPE: CC ACCOUNT

If EMD is remitted through RTGS the relevant UTR Number has to be informed to us by email/fax prior to the due date/time for submission of bid.

In case EMD is by Demand Draft or as Bid Bond, the same shall be enclosed along with Part A bid (Pre-qualification cum Techno-commercial bid). The Demand Draft/ Bid Bond (in our Proforma as per Annexure-X) shall be obtained from banks approved by FACT. List of approved banks is attached as Annexure-IX. The bid

bond shall be valid for a period of two months from the due date of the enquiry, with a claim period of one month thereafter.

Bids without EMD are liable to 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 may be allowed by FACT, based on written request. EMD of the unsuccessful bidders shall be refunded after award of the contract(s).

EMD is exempted in the case of bidders:

(i) who have already supplied RLNG to FACT.

(ii) who have annual turnover of atleast USD 200 Millions and networth of atleast USD 100 Millions as per their audited financial statement for the year 2018-19 or 2019. Self-attested copy of the audited financial statement for the year 2018-19 or 2019 shall be submitted alongwith Un-priced Bid (PART -A) as documentary evidence, failing which the bid is liable to be rejected.

4. Bids shall be complete in all respects meeting 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, payment terms and shipment terms are unacceptable except for any post bid clarification necessitated to be sought by FACT. Post bid clarifications on suo-motu basis will be summarily rejected and such action by bidders will be going against the sanctity of tendering and will be viewed very seriously. Deviations if any from the enquiry terms and conditions shall be given in the “Compliance Statement” only (Annexure-VI).

5. The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be legible and free from over writing and corrections. Any correction, if becomes unavoidable, shall be duly attested by the bidder.

6. The bid shall be signed by authorized persons only.

7.0 Seller’s Indian Agent:

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

7.2 Indian Agent's registration Nos., their permanent income tax account number and Service Tax Registration details.

7.3 Amount and nature of commission/remuneration.

7.4 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.

8.0 **Submission of bids:**

Bids shall be submitted on a two-part basis, Part A and Part B, as detailed herein.

Part A bid shall be the Pre-qualification cum Techno-commercial bid and shall consist of the following:

(i) Annexure-I - Specifications of RLNG.
(ii) Annexure-II - Instructions to Bidders.
(iii)Annexure-III- Questionnaire for Pre-Qualification of vendors for supply of RLNG and documents specified therein.
(iv) Annexure-IV - Details of previous supplies and documents required for Pre-qualification.
(v) Annexure- V - Standard Terms and Conditions for Purchase
(vi) Annexure- VI – Compliance statement.
(vii) Annexure-VII - Un-Price Bid format.
(viii) Earnest Money Deposit (EMD) by way of Demand Draft / Bid Bond.

[In case the bidder is eligible for exemption from submission of EMD, the documentary evidence required as per para 3 above is to be submitted along with Part A bid].

(ix) Copy of the valid agreement the successful bidder has entered into with PLL.

(x) Copy of the valid GTA the successful bidder has entered into with GAIL (for delivery at FACT, Udyogamandal / Ambalamedu only).

Annexures - I to VII shall be signed and sealed by the Authorized Signatory of the bidder on all pages. Annexures III and IV shall be filled in with all the required details and all supporting documents as required therein shall be attached as part of this document.
Annexure-VI shall indicate deviations, if any, in the terms of the enquiry documents (Enquiry Notice and all Annexures) as offered by them, referring the relevant Annexures /clauses.
Bidder shall indicate the quantity offered, the delivery offered and the credit period offered in the **Un-Priced Bid** Format as per **Annexure-VII.** The bidder shall also mention whether the delivery point price of RLNG, the breakup of the price and the rate of interest for the credit offered have been QUOTED / NOT QUOTED. **Bidder shall not indicate actual rates in the un-priced copy of Annexure VII (WHICH SHALL BE GIVEN ONLY IN PART B)**

Part B bid shall be the Price bid. Bidders are required to quote their rates strictly in the Price Bid Format enclosed as **Annexure VIII.**

9.0 Mode of submission of bids

Part A bid consists of **Annexures I to VII,** the EMD and copies of agreements with PLL / GAIL as applicable. These shall be enclosed in an envelope and sealed & super scribed legibly with the enquiry No., Name of the bidder & **"Part A"**.

Part B bid consists of Annexure VIII alone. The same shall be duly filled up, signed by the authorized signatory of the bidder and affixed with bidder's stamp/seal, and then enclosed in another envelope and sealed, and super scribed legibly with the enquiry No., Name of the bidder & **"Part B".**

The envelopes containing **Part A** bid and **Part B** bids as above, shall be enclosed and sealed in another envelope, and super scribed legibly with the enquiry No, due date for submission, and the Name of the bidder.

The sealed envelope containing Part A and Part B bids as above, shall be addressed and submitted to the Asst. Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin - 683 501 not later than the time stipulated in the enquiry. Delayed/late bids are liable to be rejected. **As this enquiry stipulates two part bid, offers sent by Fax/E-mail shall not be considered.**

The sealed envelope containing the bid as above, shall be addressed and submitted to the Asst. Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin - 683 501 not later than the time stipulated in the enquiry. Delayed/late bids are liable to be rejected.

10. The following officer in Administration Department is authorized to receive bids.

1) Mr. M.K. Suresh Kumar – Officer (Adminstration).

11. Due date and time for submission of bids: As per para 8.0 of Enquiry Notice.

12. **Opening of Bids:** Bids shall be opened at the Administrative Office, FACT Petrochemical Division, Udyogamandal in the presence of bidders or their authorized representatives who may be present. Bidders representatives attending the bid opening shall produce proper authorization from the bidder for allowing them to attend bid opening.

13. Due date/Time for opening of Bids: As per para 8.1 of Enquiry Notice.

14. The original bid shall not be withdrawn within the validity period under no circumstances, even if negotiations are done or counter offer made by us.

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

16. In order to meet the quantity indicated in the tender, FACT, at its option, reserves the right to award the contract to more than one bidder and apportion

the quantity in such manner as deemed suitable, depending on the quantity / delivery schedule offered.

17. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids or cancel this enquiry without assigning any reason(s) whatsoever.

Annexure-III

QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF RLNG

	Description	**To be filled in by bidder**
1.1.0	Name of the bidder/vendor	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	Fax Numbers	
1.6.0	Contact Person(s)	
2.0.0	**Company Particulars**:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	Income Tax PAN No. (or equivalent, if foreign vendor)	(Document to be enclosed)
2.5.1	GST No.	(Document to be enclosed)
2.5.2	Kerala VAT TIN No.	(Document to be enclosed)
2.6.0	**Financial data**:	
2.6.1	Sales turn-over for the last three years	
2.6.2	Profit after tax for the last three years	
2.6.3	Copy of Audited Balance Sheet / Annual Report for the last three years.	**(Documents to be enclosed)**
3.0.0	**Sourcing particulars:**	
3.1.0	Whether Producer/ Trader	
3.2.0	**If Producer**:	
3.2.1	Location of Plant of Producer	
3.2.2	Annual Production Capacity of LNG in each Plant	

3.2.3	Typical Analysis Report of LNG produced in each Plant duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given in **Annexure I.**		**(Document to be enclosed)**
3.3.0	**If Trader**:		
3.3.1	Name and address of producer from where LNG is proposed to be sourced		
3.3.2	Annual production capacity of LNG in each Plant stated above		
3.3.3	Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the applicant's authorized signatory.		**(Documents to be enclosed)**
4.0.0	Documentary evidence for sale of LNG / RLNG as per the pre-qualification criteria requirement for the last three years as on the due date of submission of offer.		(Details to be given as per **Annexure-IV** and documents indicated therein to be enclosed).
5.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:		(copy of the terms and conditions of appointment is to be furnished)
5.1.0	Indian Agent's Registration Number		(Document to be enclosed)
5.2.0	Indian Agent's Income Tax PAN No.		(Document to be enclosed)
5.3.0	Indian Agent's GST No.		(Document to be enclosed)
5.4.0	Nature of commission/remuneration		
5.5.0	Other Terms and Conditions of appointment		
6.0.0	**Details of Authorized Signatories**:		
	Name	Designation	Signature
1			
2			

3			
7.0.0	Any other details:		
Signature Name Designation (Authorized Signatory) Seal			

Notes:

1.0 All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.

2.0 Wherever enclosures are specified in the questionnaire, the same shall be enclosed.

3.0 Annexure-IV, duly completed shall also be enclosed attaching supporting documents as required.

4.0 FACT reserves the right to verify any of the statements enclosed along with the Pre-qualification documents. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant summarily.

Annexure-IV

DETAILS OF PREVIOUS SUPPLIES:

Details of previous supplies of LNG / RLNG during preceding three years as on the due date of submission of offer:(as required under pre-qualification criteria).

Year	Purchase Order / Contract No./ Date	Quantity as per Purchase Order / Contract	Buyer	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge (if applicable)
2017-2018						
2018-2019						
2019-2020						

Copy of Contract(s)/Term sheets / Gas Supply Contracts / Bill(s) of Lading / Invoice(s) / Performance Certificate in support of above shall be furnished**.** The bidder shall also submit letters from the buyers confirming receipt of LNG / RLNG as per clause 11.1 of the enquiry notice.

Date Seal	Name Signature Designation (Authorized Signatory)

Annexure-V

Standard Terms and Conditions for Purchase
(R-LNG)

"FACT" / "Buyer", wherever used hereinafter shall mean **The Fertilisers and Chemicals Travancore Limited**, having its Registered office at Udyogamandal, Cochin, Kerala, India and its various Divisions. This Purchase Order/contract is issued by Corporate Materials, FACT - Head Office, FACT-PD Administrative Building, Udyogamandal on behalf of FACT/buyer.

The terms "Seller" Shall mean the firm/manufacturer/trader/individual on whom FACT places this Purchase Order / Contract.

1.0 **Quantity, Quality and Acceptance**:

1.1 For delivery at FACT, Udyogamandal / Ambalamedu: The quantity, quality and acceptance of the supply of RLNG shall be as measured at delivery point viz. the flange connecting GAIL's facilities to FACT's facilities immediately after the RLNG measurement facilities in FACT's premises at Udyogamandal / Ambalamedu.

1.2 For delivery Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi: The quantity, quality and acceptance of supply of RLNG shall be as measured by the measurement facilities of FACT's authorized transporter.

2.0 **Security Deposit:**

The Seller shall be required to submit a performance guarantee bond equivalent to 1% (one per cent) of the order value towards Security Deposit (SD) for the faithful performance of the contract, subject to the exemption given specifically in this clause as given hereunder.

The performance guarantee shall be in the form of a Bank Guarantee (BG) in the prescribed proforma as per Annexure-XI of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure-IX of the enquiry documents.The bank guarantee towards SD shall be valid till the completion of the period of contract as per the Order with a claim period of six months thereafter. Security Deposit shall not carry any interest.

Security Deposit is exempted in the case of sellers:

(i) who have already supplied RLNG to FACT at least once.

(ii) who have annual turnover of atleast USD 200 Millions and networth of atleast USD 100 Millions as per their audited financial statement for the year 2018-19/2019. Self-attested copy of the audited financial statement for the year 2018-19/2019 shall be submitted along with Un-priced Bid (PART -A) as documentary evidence.

3.0 Insurance: Insurance up to the delivery point as applicable (FACT, Udyogamandal/Ambalamedu / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi) including war risk premium, if any, shall be arranged by the Seller.

4.0 The successful bidder who has offered delivery at FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis should enter into commercial arrangements with Petronet LNG, Kochi (PLL) for **[A]** discharge of LNG from ships to the storage tanks of PLL so as to meet the delivery requirements of FACT, storage, Re-gasification of LNG and delivery Ex-PLL Terminal **(OR)** for **[B]** procurement of RLNG from PLL, for supply to FACT as per the requirements of FACT.

4.1 The successful bidder who has offered delivery at FACT, Udyogamandal should also enter into Gas Transmission Agreement and Capacity Tranche agreement with GAIL, for transmission of RLNG from LNG Terminal Facilities of Petronet LNG Ltd. at Puthuvypeen, Kochi to FACT, Udyogamandal.

4.2 The Seller shall set up a local office manned by responsible personnel, so as to facilitate smooth co-ordination between the supplier and FACT.

5.0 The Seller shall deliver the above quantity of RLNG at delivery point applicable [FACT, Udyogamandal /Ambalamedu / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi].

6.0 Price for RLNG, includes all taxes and duties, up to the delivery point applicable [FACT, Udyogamandal /Ambalamedu / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi]. The price indicated in this order shall remain firm during the contract period.

7.0 Payment:

7.1 Seller shall raise invoices on fortnightly basis. In case of payment without credit, payment will be made within four working days of receipt of invoice (on agreed quantity) at the office of (Dy. General Manager-Finance), FACT. Credit period and interest, if any, shall be as specified in the order. The date of submission of Invoice (on agreed quantity) to (Dy. General Manager-Finance) will be taken for counting the credit period, if any.

7.2 Availing credit will be at the sole discretion of FACT.

7.3 The Seller shall submit documents (as per applicable act and rules) for enabling FACT to take VAT credit / refund etc. Seller shall meet all the statutory requirements under the GST laws and rules to enable FACT avail Input Tax Credit.

7.4 FACT shall deduct the Indian agent’s commission, if any 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 NEFT/RTGS, 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 provided to FACT.

7.5 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.

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

8.0 Force Majeure:

8.1 If at any time during existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Govt. (including, but not restricted to prohibition of exports or imports), accidents, fires, floods, explosions, epidemics, strikes, lockouts, embargoes and closure of discharge berths, breakdown of plant and machinery, then neither party shall be deemed to be in default of the contract and the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc. provided the existence of such force majeure occurrence shall be intimated by the party affected by such acts/events to the other party within 15 days of such occurrence.

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

8.3 If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim eventual damages from each other.

8.4 The Seller or FACT who is unable to fulfill their obligations under the contract due to said force majeure occurrence shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.

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

9.0 Default

In the event of any default by the Seller in executing the Contract in accordance with the specifications and/or terms and conditions of the Contract, FACT may

terminate the Contract 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.

10.0 **Law**

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

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

12.0 **Arbitration Clause**

If any dispute(s) arises out of or in connection with this Contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the arbitrator shall be the ICADR. The number of Arbitrators shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

Annexure-VI

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM –L18-2020 dated 29.02.2020.

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM–L18-2020 dated 29.02.2020 and hereby confirm our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document / Clause No.	**Description**	**Deviations**

Name of Vendor:

Name & Designation
of Authorized Signatory:

Seal & Signature:

Date:

Annexure-VII

Un-Price Bid

Quantity required by FACT:13,419,400 MMBTU @ approx. 17,000 to 44,000 MMBTU per day

[Firm Basis: 10,735,520 *MMBTU @ approx.* 13,600 to 35,200 MMBTU *per day* **&**

RE Basis: 2,683,880 *MMBTU @ approx.* 3,400 to 8,800 *MMBTU per day].*

Period of supply required by FACT: 1st May 2020 to 31st March 2021.

Credit period required by FACT: 180 days.

Quantity offered by bidder: Total: ---------- MMBTU

[Firm:---------- MMBTU, RE:---------- MMBTU]

Period of supply quoted by bidder:

Credit period offered by bidder: ------- days. Rate of interest: (Q/NQ) % per annum.

Delivery Point offered by the bidder: FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi *[Pl. strike out whichever is not applicable].*

PRICING FORMULA FOR RLNG:

Item	Description	Formula / Offer
A	DES Kochi price	In USD Per MMBTU (Q/NQ)
B	Exchange Rate	(Q/NQ)
C	DES Kochi price in Rs. per MMBTU (A x B)	In Rs. Per MMBTU (Q/NQ)
D	Customs duty on DES Cochin price (_ % on C)	In Rs. Per MMBTU (Q/NQ)
E	Plant losses **if any** at PLL terminal (__% of DES Cochin price plus Customs duty)	In Rs. Per MMBTU (Q/NQ)
F	Re-gasification charges if any at PLL terminal	In Rs. Per MMBTU (Q/NQ)
G	Marketing Margin (if any)	In Rs. Per MMBTU (Q/NQ)
H	**Total Ex-terminal** (C+D+E+F+G)	In Rs. Per MMBTU (Q/NQ)
I	KVAT (if applicable) ___% of H	In Rs. Per MMBTU (Q/NQ)
J	Transmission charges (from Terminal to delivery point)	In Rs. Per MMBTU (Q/NQ)
K	GST on Transmission charge (if any) __%	In Rs. Per MMBTU (Q/NQ)
L	Less Input Tax Credit on GST	In Rs. Per MMBTU (Q/NQ)
M	**Price at FACT, Udyogamandal / Ambalamedu** [H+I+J+K-L]	In Rs. Per MMBTU (Q/NQ)

(Mention Q for "QUOTED" and NQ for "NOT QUOTED").

Signature and seal of bidder

Annexure-VIII

Price Bid

Quantity required by FACT:13,419,400 MMBTU @ approx. 17,000 to 44,000 MMBTU per day

[Firm Basis: 10,735,520 *MMBTU @ approx.* 13,600 to 35,200 MMBTU *per day &*

RE Basis: 2,683,880 *MMBTU @ approx.* 3,400 to 8,800 *MMBTU per day].*

Period of supply required by FACT: 1st May 2020 to 31st March 2021.

Credit period required by FACT: 180 days.

Quantity offered by bidder: Total: ---------- MMBTU

[Firm:---------- MMBTU, RE:---------- MMBTU]

Period of supply quoted by bidder:

Credit period offered by bidder: ------- days. Rate of interest: ------- % per annum.

Delivery Point offered by the bidder: FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi ***[Pl. strike out whichever is not applicable].***

PRICING FORMULA FOR RLNG:

Item	Description	Formula / Offer
A	DES Kochi price	In USD Per MMBTU
B	Exchange Rate	
C	DES Kochi price in Rs. per MMBTU (A x B)	In Rs. Per MMBTU
D	Customs duty on DES Cochin price (_ % on C)	In Rs. Per MMBTU
E	Plant losses **if any** at PLL terminal (__% of DES Cochin price plus Customs duty)	In Rs. Per MMBTU
F	Re-gasification charges if any at PLL terminal	In Rs. Per MMBTU
G	Marketing Margin (if any)	In Rs. Per MMBTU
H	**Total Ex-terminal** (C+D+E+F+G)	In Rs. Per MMBTU
I	KVAT (if applicable) ___% of H	In Rs. Per MMBTU
J	Transmission charges (from Terminal to delivery point)	In Rs. Per MMBTU
K	GST on Transmission charge (if any) __%	In Rs. Per MMBTU
L	Less Input Tax Credit on GST	In Rs. Per MMBTU
M	**Price at FACT, Udyogamandal / Ambalamedu** [H+I+J+K-L]	In Rs. Per MMBTU

Signature and seal of bidder

Annexure – IX

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE / BID BOND:

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 given below:

A) STATE BANK OF INDIA

B) NATIONALISED BANKS:

1. Allahabad Bank,

2. Andhra Bank,

3. Bank of Baroda,

4. Bank of India,

5. Bank of Maharashtra,

6. Canara Bank,

7. Central Bank of India,

8. Corporation Bank,

9. Dena Bank,

10. Indian Bank,

11. Indian Overseas Bank,

12. Oriental Bank of Commerce,

13. Punjab & Sind Bank,

14. Punjab National Bank,

15. Syndicate Bank,

16. UCO Bank,

17. Union Bank of India,

18. United Bank of India,

19. Vijaya Bank.

C) OTHER BANKS:

1. Bank of Rajasthan Limited,

2. Catholic Syrian Bank Limited

3. Kotak Mahindra bank Ltd.,

4. South Indian Bank Ltd.,

5. Tamilnad Merchantile Bank Ltd.,

6. The Federal Bank Ltd.,

7. The Jammu & Kashmir bank Limited,

8. The Karnatka Bank Limited,

D) FOREIGN BANKS:

1. ABN AMRO Bank N.V.,

2. American Express Bank Limited,

3. Bank of American National Trust & Saving Association,

4. Bank of Tokyo Limited,

5. Barclays Bank PLC

6. BNP Paribas

7. Calyon Bank

8. Citibank N.A.,

9. Deutsche Bank,

10. Development Bank of Singapore (DBS)

11. Hong Kong & Shanghai Banking Corporation Limited,

12. ING Vysya Bank

13. JP Morgan Chase Bank,

14. Standard Chartered Bank.

E) PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,

2. Housing Development Finance Corporation Ltd., (HDFC)

3. ICICI Bank Limited,

4. IDBI Bank Limited,

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

Annexure - X

BID BOND PROFORMA

(To be obtained from FACT approved bankers on Stamp Paper of Rs.100/-)

The Fertilisers and Chemicals Travancore Limited
Udyogamandal P.O.
Cochin – 683501.
Dear Sir,

WHEREAS M/s. .....[offerer] has offered to supply a quantity of .....MT of Ammonia to FACT and the offerer is required to submit a Bid Bond of Rs.2 crores along with the offer as a guarantee for fulfillment of all the terms and conditions of the said offer for subsequent sale, we, [Bank with full address] hereby guarantee and undertake to pay immediately on demand by FACT the amount of Rs.2 crores in case the offerer fails to perform any or all the obligations undertaken by him as per FACT's acceptance, without any reservation, protest, demur and recourse to said offerer. Any such demand in writing made by FACT shall be conclusive and binding on us irrespective of any dispute or difference raised by the offerer. This guarantee shall be irrevocable and shall remain valid till ..... [One month from the due date of offer] in Cochin.

Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to Rs.2 crores [Rs.Two Crores only] and it will remain in force upto ..... Unless a claim under the guarantee is filed against us on or before ....., (three months from the due date of offer) all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under. We .....Bank, further agree that the guarantee hereunder contained shall not be affected by change in the terms of purchase originally offered by the offerer.

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, India, 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.

Date: .....

Place: .....

For .....

Bank

Authorised Signatories

Note: Seller's Bank while authorizing Indian Bank to execute this Bid Bond against their counter guarantee, should also intimate the reimbursement instructions.

Annexure –XI

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.100/-).

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

WHEREAS FACT - Head Office, a Division of Fertilisers and Chemicals Travancore Limited, Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Contract 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 Rs.....(Rs.....only) or furnish a Bank Guarantee for Rs..... (Rs.....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 contract, 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 Rs..... (Rs..... only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Seller of any of the terms and conditions contained in the said Contract.

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

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said 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 contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges this guarantee.

We ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller 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 contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said 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 Rs..... (Rs. ..... only).

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

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, India, 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 …..
For (Name of Bank) :
Authorised Official :
Name :
Designation :

Place:

Full address of the Branch issuing this guarantee.