



CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
TEL: 00 91 484 2546570 / 2568267
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Tender for Supply of Ammonium Sulphate in bulk

Enquiry No. MAT-RM-AMM.SULPHATE-2018 dated 1/06/2018

Enquiry Notice

1. Background:

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

FACT intends to procure one shipment of 25000 MT +/- 10% Ammonium Sulphate in loose bulk conforming to Indian FCO for vessel arrival at Tuticorin Port not later than July 2018.

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

- i) Quantity/ Parcel Size: 25000 MT +/- 10% of Ammonium Sulphate.
- ii) Shipment schedule: Vessel arrival at Tuticorin Port shall be not later than July 2018.
- iii) Offer shall contain the following:

Quantity committed and the delivery date as per the enquiry.
Source of supply with port of loading shall be indicated.
Detailed load port terms and conditions shall be furnished in your bid.

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

- iv) Price: Both CFR Tuticorin and FOB load port prices on 180 days credit basis. Please note that both FOB and CFR rates are to be quoted failing which the offer is liable to be rejected. FACT shall place the Purchase Order with both FOB and CFR options and reserve the right to accept either the FOB or the CFR option.
- (v) Franchise: If any, to be indicated.

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- vi) Specifications: Material supplied should conform to the specifications given in **Annexure-A**.
- .vii) Terms and conditions: Shall be as per Annexures attached. Please submit bid strictly in accordance with the same. Please note that we will arrange insurance and the rate of premium is inclusive of overage insurance premium.
3. Rate: Bidder shall quote their rates strictly in the Price Bid Format enclosed as **Annexure K**.
4. Validity of Offer: Offers shall be valid for a period of 15 days from the due date of tender opening and shall not be withdrawn by the party during its validity.
5. Earnest Money Deposit (EMD).

Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed in Instructions to Bidders (Annexure-B). EMD shall be USD 1 PMT (USD One per MT) for the offered quantity. Bidder shall submit EMD along with their bid in the form of RTGS payment. FACT's account details to enable RTGS payment is given below

The Bank Details are as follows:

State Bank of India, Udyogamandal Branch, Udyogamandal P.O, Kerala, India – 683501.
Account Number – 57017844467, IFSC SBIN0070158, SWIFT No. SBININBBT19
Ph No: 0091 484 2545501. Fax No. 0091 484 2546501
The detail of RTGS remittance with UTR Number is to be forwarded to us.

The EMD is exempted in the case of:

- i) Manufacturers / producers who have supplied a minimum Quantity of 22500 MT Fertilizers to PSEs/Coops, in India.
- ii) Reputed traders who have supplied a minimum Quantity of 22500 MT Fertilizers to FACT for at least two years in the last five years.

Necessary documents shall be provided to prove the exemption criteria.

6. Pre qualification Criteria:

The pre-qualification criteria will be as below:

Should have supplied to any buyer (in India or outside) at least one shipment of 25,000 MT +/- 10% any Fertilizers as per FCO, on CFR basis during any one of the preceding three years ending as on the date of Part- A bid opening.

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

- a) Copy of Purchase Order(s)/Agreement(s)
- b) Copy of Bill(s) of Lading
- c) Copy of Invoice(s)
- d) Copy of Charter Party for the shipment(s)
- e) Traders have to submit Letter(s) issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy/copies of Analysis Reports showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory.

Notes:

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

7. Evaluation will be done on landed cost at Tuticorin Port including Insurance charges, applicable port dues, customs duty etc. based on the CFR 180 days price. Exchange Rate for conversion of CFR price will be the RBI reference rate on the date of opening of Part-A 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. Bank charges as below will be loaded for evaluation.

LC Charges for Import	
Loading Factor	0.2674%/ quarter
Loading Factor	0.5348%/180days
LC Charges for Indigenous	
Loading Factor	0.1533%/ month
Loading Factor	0.9200%/180days

8. All vessels calling at Tuticorin 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.
9. Payment: Payment shall be on 180th day from BL date by LC. Acceptance of the material shall be based on samples drawn by Central Fertilizer Quality Control Laboratory in India. The quality so determined at discharge port shall be final and binding on supplier. Weighment shall be as determined by draft survey conducted through and by independent internationally reputed surveyor/inspection agency appointed by FACT at the port of discharge. The material cost shall be based on B/L quantity or drafts survey whichever is less.

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10. L/C opening charges and bank charges in India shall be to FACT's account. All charges outside India, including confirmation charges, in case confirmation is required, will be to Seller's account. L/C will normally be established prior to sailing of the vessel. FACT's confirmation that L/C has been opened will be deemed sufficient for this purpose. Any delay in inter bank communication shall not be sufficient reason to delay nomination/loading/sailing of the vessel.
11. Offers with less than 90 days credit period for payment are not acceptable and are liable to be rejected. Offers with less than 180 days credit but with 90 days and above credit period shall be evaluated by loading at an interest rate of 14% pa.
12. Other Terms and Conditions: All other terms and conditions shall be as detailed in the various Annexures attached along with this enquiry.
13. 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: 18/06/2018 - 1400 hrs IST.

Due date/ time for opening of Bids: 18/06/2018 - 1430 Hrs IST

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

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

Thanking you,

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

- Encl: 1. Annexure A - Specifications of Ammonium Sulphate
2. Annexure B - Instructions to Bidders
3. Annexure C - Pre-qualification Questionnaire
4. Annexure D - Details of previous supplies
5. Annexure E - Terms and Conditions for Purchase
6. Annexure F - Shipping terms for FOB Contract
7. Annexure G - Shipping Terms for CFR contract
8. Annexure H - Compliance Statement
9. Annexure J - Un priced copy of Price Bid Format
10. Annexure K - Price Bid Format
11. Annexure L - List of Banks
12. Annexure M - Proforma of Bank Guarantee in lieu of Security Deposit.

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Annexure-A

SPECIFICATION OF AMMONIUM SULPHATE

Ammonium Sulphate in loose bulk conforming to Indian FCO

Specifications as per Indian FCO:

Ammonium Sulphate

percent by weight

1	Moisture	Maximum	1.0
2	Ammoniacal Nitrogen	Minimum	20.5
3	Sulphate Sulphur (as S)	Minimum	23.0
4.	Free acidity (as H ₂ SO ₄)	Maximum	
	(0.04 for material obtained from by-product Ammonia and by-product gypsum)		0.025
5	Arsenic (as As ₂ O ₃)		0.01



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 firm/manufacturer/trader/individual on whom FACT places the Purchase Order.

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

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

3. Earnest Money Deposit (EMD):

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

EMD shall be USD 1 PMT (USD One Per MT) for the offered quantity. Bidder shall submit EMD along with their bid in the form of RTGS payment

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

State Bank of India, Udyogamandal Branch, Udyogamandal P.O, Kerala, India – 683501.
Account Number – 57017844467, IFSC SBIN0070158, SWIFT No. SBININBBT19
Ph No: 0091 484 2545501. Fax No. 0091 484 2546501

The RTGS remittance towards EMD has to be made and UTR Number informed to us by email/fax prior to the due date/time for submission of bid.

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).

The EMD is exempted in the case of:

- i) Manufacturers / producers who have supplied a minimum Quantity of 22500 MT Fertilizers to PSEs/Coops, in India.

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- ii) Reputed traders who have supplied a minimum Quantity of 22500 MT Fertilizers to FACT for at least two years in the last five years.

Necessary documents shall be provided to prove the exemption criteria.

4. Submission /opening of bids:

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

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

1. Annexure A - Specifications of Complex Fertilizer
2. Annexure B - Instructions to Bidders
3. Annexure C - Pre-qualification Questionnaire
4. Annexure D - Details of previous supplies
5. Annexure E - Terms and Conditions for Purchase
6. Annexure F - Shipping terms for FOB Contract
7. Annexure G - Shipping terms for CFR contract
8. Annexure H - Compliance Statement
9. Annexure J - Un-priced copy of Price bid
10. Earnest Money Deposit (EMD) by way of RTGS Payment.

Annexure A to J shall be signed and sealed by the Authorized Signatory of the bidder on all pages. Annexures C and D 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-H 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 in the un-priced copy of the Price Bid Format (Annexure J) whether quoted/ not quoted against each item. **Bidder shall not indicate rates in the un-priced copy of Annexure J.**

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

All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. All quoted prices shall be indicated by tenderer both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail.

Part A bid consisting of **Annexures A to J** above and the EMD shall be enclosed in an envelope and sealed and shall superscribe the enquiry No., Name of the bidder and indicate as **Part A bid**.

Part B bid (Annexure-K), duly signed by the bidder and affixed with bidder's seal, shall be enclosed in another envelope and sealed, which shall also superscribe the enquiry No and Name of bidder and indicate as **Part B Bid**.



The envelopes containing Part A bid and Part B bid as above shall be enclosed and sealed in another envelope, also superscribing the enquiry No and Name of the bidder.

The sealed envelope containing Part A and Part B bids as above shall be addressed and submitted to the Assistant Manager(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 following officers in Administration Department are authorized to receive bids.

1) Mr. Balan Nair T.P

Due date and time for submission of bids: 18/06/2018, 1400 hrs IST.

Bids shall be opened at the Administrative Office, FACT Petrochemical Division, Udyogamandal at in the presence of bidders or their authorized representatives who may be present. Bidder's representatives attending the bid opening shall bring with them the authorization from the bidder.

Due date/Time for opening of Bids: 18/06/2018 1430 Hrs IST

5. Validity of Bid: Bid shall be valid at least till 1800 hrs IST on 3/7/2018.

The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us

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. The bids shall be neatly written in ink/typed with pages consecutively numbered and shall be signed on all pages. Bids shall be free from over writing and all corrections shall be duly attested by the bidder. All rates shall be filled in figures and words. If there is any difference between the amount given in figures and words, the lower of the two shall be considered.

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

9. 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.

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

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Annexure C

QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF FERTILIZER

	<u>Description</u>	<u>To be filled in by vendor</u>
1.1.0	Name of the vendor	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	Fax Numbers	
1.6.0	Contact Person(s)	
2.0.0	Company Particulars:	
2.1.0	Constitution	
2.2.0	Country in which company is registered	
2.3.0	Areas of activity including chartering of vessels	
2.4.0	Name and address of Bankers	
2.5.0	Financial data:	
2.5.1	Sales turn-over for the last three years	
2.5.2	Profit after tax for the last three years	
2.5.3	Copy of Audited Balance Sheet/Annual Report for the last three years	(Documents to be enclosed)
3.0.0	Sourcing particulars:	
3.1.0	Whether Producer/ Trader	
3.2.0	If Producer:	
3.2.1	Location of Plant of Producer	
3.2.2	Annual Production Capacity for Fertilizer in each Plant.	

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3.2.3	Typical Analysis Report of Fertilizer produced in each Plant duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given.	(Document to be enclosed)
3.3.0	If Trader:	
3.3.1	Name and address of producer from where Fertilizer is proposed to be sourced	
3.3.2	Annual production capacity of Fertilizer in each Plant stated above	
3.3.3	Letter(s) issued by the Fertilizer Producer's authorized signatory confirming to backup with respect to quality and quantity	(Document to be enclosed)
3.3.4	Typical Analysis Report of Fertilizer produced in each plant showing parameters of specification as per FCO, duly attested by the producer's authorized signatory	(Documents to be enclosed)
4.0.0	Loading Port(s) details:	
4.1.0	Name(s) of the loading port(s)	
4.2.0	Loading rate(s) of the port(s)	
4.3.0	Sailing time from port of loading to Tuticorin	
5.0.0	Third party inspection agency/ agencies to be involved for certifying quality and quantity at load port	
6.0.0	Documentary evidence for sale of Fertilizer in India/abroad for the last three years as on the date of Application for Pre-qualification.	(Details to be given as per Annexure-D and documents indicated therein to be enclosed).
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:	
7.1.0	Indian Agent's Registration Number	
7.2.0	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			
3			

9.0.0 Any other details:

Place
Date

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 – D** duly completed also shall be enclosed.
- 4.0 FACT reserves the right to verify any of the statements enclosed along with Application for Pre-qualification. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.

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Annexure –D

DETAILS OF SUPPLIES:

Details of supplies of Fertilizers in bulk as per the pre-qualification criteria specified during the last three years as on the date of submission of Part-A Bid.

Year	Purchase Order No./ Date	Description of Material	Quantity as per Purchase Order	Client	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge
2015							
2016							
2017							
2018							

Note: Major orders executed for any Fertiliser/Public Sector Companies in India shall also be included.

Place

Name

Date

Signature

Seal

Designation (Authorized Signatory)

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Check List of Documents to be enclosed along with Annexure C:

In the case of Producer :

1. Copy of Purchase Order(s)/Agreement(s) in support of Data furnished vide **Annexure- C.**
2. Copy of Invoice(s) and Bill(s) of Lading for the supplies made in respect of the above.
3. Copy of Typical Analysis Report of Fertilizer produced in each Plant, showing parameters of specification as given in FCO..
4. Copy of Audited Balance Sheet/Annual Report for the last three years.

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

In the case of Trader

1. Copy of Purchase Order(s))/Agreement(s) in support of Data furnished in **Annexure C.**
2. Copy of Invoice(s), Bill(s) of Lading for the supplies made in respect of the above.
3. Letter(s) issued by the Fertilizer Producer's Authorized Signatory, confirming to backup with respect to quality and quantity.
4. Copy of Typical Analysis Report of Fertilizer produced in each Plant, showing parameters of specification as given in FCO duly attested by Producers Authorized Signatory.
5. Terms and Conditions of Appointment.
6. Copy of Audited Balance Sheet/Annual Report for the last three years.

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



Annexure-E

TERMS AND CONDITIONS OF PURCHASE

1. The Purchase Order is placed with both FOB and CFR option and FACT reserves the right to exercise the FOB or the CFR option on a shipment to shipment basis including partial shipments, if so agreed by FACT. In case of FOB option, FACT shall arrange for fixing the vessel for which Seller shall allow a minimum period of three weeks after confirming the firm load port laycan along with complete load port details. If FACT is not able to nominate a suitable vessel in this period, FACT shall exercise CFR option immediately on receipt of NOC from Transchart. Seller shall then make CFR arrangements for the agreed laycan only.
 - 1.1. Seller shall furnish firm laycan well in advance so that the activities required for vessel fixture by FACT or CFR arrangements by Seller are made smoothly after obtaining NOC from Transchart. The Seller shall not be absolved from his obligations under the contract, citing insufficient time for making CFR arrangements. Shipment terms for FOB contract and those for CFR contract shall be as given in Annexure F & G respectively of this Document.
2. Taxes and Duties:

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

The Seller shall furnish Security Deposit at equivalent to 2% of the Total order Value within 10 days from the date of Letter of Intent by Bank Guarantee as per proforma attached. Bank Guarantee shall be kept valid for a minimum period of 6 months, with a further claim period of 6 months. Validity shall be further extended on demand as per terms of our BG proforma.

The SD is exempted in the case of: Reputed Manufacturers / producers/Traders who have supplied a minimum Quantity of 22500 MT Fertilizers to FACT in the past.
4. Payment:
 - 4.1 Payment: Payment shall be on 180th day from BL date by LC. Acceptance of the material shall be based on samples drawn by Central Fertilizer Quality Control Laboratory in India. The quality so determined at discharge port shall be final and binding on supplier. Weighment shall be as determined by draft survey conducted through and by independent internationally reputed surveyor/inspection agency appointed by FACT at the port of discharge. The material cost shall be based on B/L quantity or drafts survey whichever is less.
 - 4.2 L/C opening charges and bank charges in India shall be to FACT's account. All charges outside India, including confirmation charges, in case confirmation is required, will be to Seller's account. L/C will normally be established prior to sailing of the vessel. FACT's confirmation that L/C has been opened will be deemed sufficient for this purpose. Any delay in inter bank communication shall not be sufficient reason to delay nomination/loading/sailing of the vessel.

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

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] Notify buyer
- 2] Purchase Order Number
- 3] Freight Prepaid

- b] Three signed commercial invoices and three copies of the same based on the Bill of Lading quantity and surveyor's certificate of analysis. The invoice shall show the following:

- 1] B/L No. and date
- 2] Import License - Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 – 20.
- 3] Purchase Order No.

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

d] Certificate of weight issued by Independent Surveyor.

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

f] A certificate from the Seller stating that fax has been sent to FACT's underwriters for insurance purposes.

g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.

h] A certificate in original from FACT for the acceptance of quantity and quality based on findings at discharge port.

i] Stowage plan of the Vessel.

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

5.4 Routing of shipping documents shall be as follows:

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

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- 1] FACT MARKETING DIVISION, UDYOGAMANDAL, COCHIN - 683 501
[Fax: 91-484-2546934/ 2546831], and [Materials]-RM [Fax: 91-484-2545172],
- 2] ASSISTANT GENERAL MANAGER [FINANCE] – BILLS (RM), HEAD OFFICE,
FACT LTD.,UDYOGAMANDAL, COCHIN, KERALA STATE, INDIA – 683 501
- 3] ASSITANT GENERAL MANAGER (MATERIALS)-RM, FACT LTD,
PD ADMIN BUILDING, FACT LTD., UDYOGAMANDAL, COCHIN – 683 501

6. Liquidated damages:

The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This value shall be either FOB or CFR as per the option exercised by FACT.

7. Force Majeure:

- 7.1 If at any time during the existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, Acts of God and Acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices, etc.
- 7.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above, shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 7.3 If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.
- 7.4 The Seller and/or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party, of the existence and termination of the circumstances preventing the performance of the Contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.

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- 7.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.
8. Default:
- In the event of any default by the Seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.
9. Determination of quality and quantity:
- 9.1 The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.
- 9.2 FACT reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by FACT and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.
- 9.3 Irrespective of whether FACT appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from Internationally reputed Inspection Agency to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.
- 9.4 For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.
- 9.5 Sample shall be drawn by Central Fertilizer Quality Control Laboratory in India. The quality so determined at discharge port shall be final and binding on supplier.
- 9.6 In case the cargo is not meeting the FCO specifications, the cargo will be rejected. The supplier shall refund all the consequential handling and the distribution cost thereof 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.



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 material cost shall be based on B/L quantity or drafts survey whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly.

11. Title and Risk:

Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2000, as amended from time to time.

12. Amendment of the Purchase Order:

Any amendment or modification to this Purchase Order shall be made in writing with the concurrence of the Seller, where required.

13. Law:

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

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

15. Arbitration:

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

16. 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-F

SHIPMENT TERMS FOR FOB CONTRACT

- 1 FACT undertakes to provide transportation for carriage of the cargo in bulk.
- 2 FOB terms between Seller and their supplier if any shall not apply for contract arising out of this enquiry. It shall be as per FACT's terms only (with agreed variations). Seller shall forward the full loadport details, as well as firm loadport laycan with a spread of not less than 5 days, in conformity with the Purchase Order schedules or as required by FACT for each shipment, in case schedule is not finalised prior to issue of Purchase Order.
- 3 FACT will chart a suitable vessel and seller shall forward their acceptance of such nominated vessel within 24 hrs from the nomination. FACT reserves the right to substitute named vessel after giving prior intimation to the Seller.
- 4 The vessel shall report to the Seller or Seller's agents at the loadport and present herself for loading the cargo as per loadport terms and conditions as incorporated in the Charter Party.
- 5 Insurance:
FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Tuticorin shall be faxed to General Manager [Marketing [Fax: 91-484-2546934/2546831], Assistant General Manager[Materials]-RM [Fax:91-484-2545172], Assistant General Manager [Finance & Accounts] [Fax: 91- 484 - 2545039] and our under writers, details to be intimated later.
- 6 All claims at the loadport like demurrage, despatch, dead freight, etc, shall be settled directly between the Seller and the vessel owner. Suitable provision shall be made to this effect in the Charter Party. FACT shall render assistance, if required, to the Seller/Owner in settling such claims.
- 7 Seller shall be liable for any demurrage incurred at the load port on account of any delay in loading outside the permissible laytime. Any delay due to the vessel's condition or breakdown or inability of the vessel's facility to load cargo within the time allowed, shall not count as used laytime. If cargo is not available after ship has arrived in the port of loading according to schedule, the tenderer shall be responsible for the costs and demurrage of the vessel, and dead freight, if any due to incomplete loading because of the un-readiness of either part or whole of the goods when the vessel has been in port at due time, and the notice of readiness has been served and accepted.
8. Port charges, quay dues and similar dues on ship to owner's account. Supplier to pay all dues, taxes and duties on the cargo in the country of origin.
9. The cargo shall be loaded by supplier / shipper free of expenses and risk to the vessel but under the supervision of Master.
10. All other terms and conditions not indicated in these shipment terms shall be as per the Terms and Conditions of the Order and the relevant Charter Party.

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Annexure-G

SHIPMENT TERMS FOR CFR CONTRACT

1. FACT can declare CFR option only after getting NOC from Transchart, Ministry of Surface Transport, New Delhi. Seller shall provide at his own expense proper transportation for carriage of the cargo in transit subject to Government of India policy directives in this regard. Indian flag vessels to be accorded first right to refusal. Seller shall forward C/P on finalisation of vessel. Freight shall be pre-paid.
2. Vessel nominated shall conform to ISM code/Grain code for safe operations and pollution prevention and other statutory requirements of Indian/International Maritime Authorities, applicable for carriage of Fertiliser as relevant. The necessary clearance from port authorities on account of Age/Class/Flag to be obtained by suppliers/vessel owners. Non-compliance or lack of necessary supporting documents to show compliance with the above and consequent damages, if any, shall be to Seller's account.

As per Shipping Development Circular issued by DG Shipping, cargo vessels visiting an Indian Port on the West Coast or plying in the Indian territorial waters in the Arabian Sea or the Indian EEZ during the period of foul weather (being 1st June to 31st August), shall be less than 25 years of age. In case the ship chartered by the supplier is 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 laytime.

3. Discharge rate : 5000 MT PWWD SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Tuticorin Port Trust.
4. Demurrage Rate and Despatch Rate: Shall be indicated by Seller while nominating the vessel. [Despatch rate shall not be less than half of the demurrage rate]
5. Discharge Port : 1/2 SB Tuticorin. Deviation will be suitably loaded for evaluation. 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.
6. Arrival draft at Tuticorin: Not to exceed 10.7 meter.

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 Tuticorin whichever is less.

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

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- (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 Fax [91-484-2546934 / 2546831] addressed to General Manager [Marketing].
- 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 Tuticorin shall be intimated to FACT for each shipment while nominating the vessel in conformity with the Purchase Order.
- 9 Insurance:
- The vessel chartered by Seller shall not be more than 15 [Fifteen] years in age and shall be of the highest Lloyd's or equivalent classification, failing which Seller shall be liable for any additional insurance premium paid or payable by us. Any extra insurance and customs duty thereon due to age/class/flag/GIC non-approval of vessel shall be to Seller's account. Same shall be deducted from the Seller's bills. War risk premium for vessel and crew bonus, if any payable to vessel owners as per C/P for calling at nominated load port is to be borne by Seller.
- 10 On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Tuticorin and value shall be faxed to General Manager [Marketing][Fax: 91-484-2546934/2546831], Assistant General Manager[Materials]-RM[Fax:91-484-2545172], Assistant General Manager Finance[Bills] [Fax: 91- 484 - 2545039] and FACT's under writers, details will be intimated later.

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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 Tuticorin, India and courier the copies of the Shipping documents.

12 The sailing progress of vessel shall be reported to General Manager [Marketing] by fax [91-484-2546934/ 2546831] 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 Laytime: Based on discharge rate of 5000 MT PWWD SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Tuticorin Port Trust.

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.

If the port authorities prohibit discharging during night time, time so lost shall not count as used laytime.

14 Berthing delay on account of any reason over which FACT has no control including but not limited to tide not being available or other such natural causes, vessel missing the last pilot of the day, etc., shall not be included in laytime.

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 agreed to or as per C/P whichever is lower. Despatch rate shall not be less than half of the demurrage rate. Demurrage/despatch shall be settled within 30 days of mutual acceptance of laytime statement.

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



- 18 FACT shall not be liable for any demurrage in the event of the vessel coming prior to or after the laydays stipulated by FACT. In case of early arrival, vessel shall be deemed to have given NOR at 9:30 hrs on the first working day of the laydays given by FACT.
- 19 At discharge port, dues on vessel shall be for the Seller's account, but dues on cargo including import duties, taxes and customs duties shall be to FACT's account.
- 20 In case documents are not made available to FACT prior to arrival of vessel, delivery order shall be issued by Seller's/Vessel Owner's agents to FACT's representatives at Tuticorin against ordinary Letter of Indemnity issued by FACT. Freight to be pre-paid. Any delay, damages or costs in obtaining the delivery order for discharging the cargo from vessel owners/agents on account of non-settlement of dues to owners/port by Seller/Seller's agents or for any reason not attributable to FACT shall be to Seller's account.
- 21 Consignee:

GENERAL MANAGER (MARKETING),
FACT LTD, EEC BUILDING, MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501
- Notify party:

FACT MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501
- 22 Vessel/crew shall comply with all rules and regulations of Tuticorin Port Trust.
- 23 All other terms and conditions shall be as per relevant charter party. The provisions stipulated in this Purchase Order shall however supercede those of the charter party wherever they are found to be at variance to each other.

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Annexure - H

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-AMM.SULPHATE-2018 dated 1/06/2018

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-AMM.SULPHATE-2018 dated 1/06/2018 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:

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Annexure- J

Enquiry No. MAT-RM –AMM.SULPHATE-2018 dated 1/06/2018

(UN-PRICED COPY OF PRICE BID)

Sl. No	Price elements	Whether Quoted or Not
1	FOB Price	Quoted / Not quoted
2	CFR Cash Price	Quoted / Not quoted
3	Credit period offered	-----days
4	Interest rate	Quoted / Not quoted
5	Franchise discount	Quoted / Not quoted
6	Arrival at Tuticorin	During

Offer is valid till:

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

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Annexure - K

Enquiry No. MAT-RM-AMM.SULPHATE-2018 dated 1/06/2018

Part B- Price Bid

Sl. No	Price elements	Quote
1	FOB Price	USD Per MT
2	CFR Cash Price	USD Per MT
3	Credit period offered	-----days
4	Interest rate	-----% per annum
5	Franchise discount	USD Per MT
6	Arrival at Tuticorin	During

Offer is valid till:

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

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Annexure - L

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Ref: Enquiry No. MAT-RM-AMM.SULPHATE-2018 dated 1/06/2018

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

A) STATE BANK OF INDIA

1. State Bank of India,

B) NATIONALISED BANKS:

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

C) OTHER BANKS:

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited

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

D) FOREIGN BANKS:

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

E) PRIVATE SECTOR BANKS:

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

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

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

Annexure – M

(To be obtained from a Nationalized / Scheduled Bank on Stamp Paper of Rs. 200/-).

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 Purchase Order No.....dated.....with M/s..... hereinafter called the supplier) for the supply of and whereas it is one of the conditions of the said purchase order that the Supplier shall either remit a sum of USD.....(US Dollars.....only) or furnish a Bank Guarantee for USD..... (US Dollarsonly)as security deposit for the due fulfillment of the said purchase order by the said Supplier.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above purchase order, we..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of 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 Supplier of any of the terms and conditions contained in the said purchase order.

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

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

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

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

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THE FERTILISERS AND
CHEMICALS
TRAVANCORE LIMITED



RAW MATERIALS
SECTION

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

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

Our guarantee shall remain in force until Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities 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, 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.

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