



**CORPORATE MATERIALS
(RAW MATERIALS PURCHASE)
Ph: 00 91 484 2546570/2568641**

**Petrochemical Division Administration Building,
Udyogamandal, Cochin – 683 501**

E-mail: sivaram@factltd.com / vsree@factltd.com / deepu.cn@factltd.com

ENQUIRY FOR AMMONIA

Enq. No. MAT-RM- A 155

07/08/2021

The Fertilisers And Chemicals Travancore Limited (FACT) is a Government of India enterprise, engaged in the production of Nitrogenous and Phosphatic fertilizers and intermediary products Ammonia and Phosphoric acid.

We invite your most competitive bid in sealed covers (Two part-open tender; Part A-Technical bid, Part B-Price Bid) for supply of one shipment of liquid anhydrous Ammonia as per the details given below:

1.0 PRODUCT/GRADE : Liquid Anhydrous Ammonia (Fertilizer Grade), fully refrigerated at minus 33 deg. C or below, conforming to the specifications as given in para 2 of Annexure-II enclosed.

2.0 Origin: Only Ammonia sourced from India is acceptable against this tender.

**3.0 i) Only Bids from Indian manufacturers / traders are acceptable.
ii) Only supplies by ships are acceptable.**

4.0 PARCEL SIZE AND SHIPMENT SCHEDULE:

	Quantity	Arrival schedule at Kochi
1	7500 MT +/- 5%	During 25 th September –30 th September 2021

FACT retains the right to accept deviation in parcel size for the shipment at its sole discretion, in case of single offer / high price for the offer with parcel size as per tender.

5.0 Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders (Annexure-I para 4.3).

6.0 DUE DATE AND TIME FOR RECEIPT OF BID : 24.08.2021, 14:00 hrs. IST

7.0 VALIDITY OF BID : At least till 18:00 hrs. IST on 31.08.2021



7.0 PRE-QUALIFICATION CRITERIA:

The Vendor shall be either:

a) **Manufacturer of Ammonia**, who should have:

i) Facilities to produce at least 50,000 MT Ammonia per annum. Copy of document (such as Catalogue etc.) showing facilities and quality/analysis report showing all parameters as per FACT specifications of Ammonia, duly attested by the Manufacturer's authorized signatory shall be furnished as documentary evidence.

ii) Experience in supply of at least two shipments of a total quantity of not less than 10000 MT Ammonia on CFR basis during any one of the preceding three years as on the date of submission of offer. Copies of Purchase Orders/BL's / Invoices for the supplies, duly attested by the Manufacturer's authorized signatory shall be furnished as documentary evidence in support of the above.

OR

b) **Traders** who have experience in supply of at least two shipments of not less than total 10,000 MT of Ammonia, Benzene, Cyclohexane, Cyclohexanone, LNG, LPG, Crude Oil, Naphtha, Furnace Oil, Petrol, Diesel or Kerosene Oil on CFR basis during any one of the preceding three years as on the date of submission of offer." Trader shall submit copies of Purchase Orders, B/Ls and Invoices in support of the supplies made by them. Traders who have not supplied Ammonia in bulk to any buyer (inside or outside India) shall also submit the following documents along with their offer:

i) Certificate issued by the Ammonia Manufacturer's Authorized signatory, confirming to back up their offer, with respect to quality and quantity. ii) Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Ammonia Manufacturer. Note: All bidders shall furnish the Pre-qualification Questionnaire (Annexure - C and Annexure - D), duly filled, attaching all supporting documents as required therein

8.0 PRICE

:

Bidder shall offer a credit period of 180 days from BL date.

Only CFR rates shall be quoted. FACT shall place Purchase Order with CFR option only.

Bidder shall quote rates in the prescribed format given in Annexure-X (Price Bid Format).

Bids not conforming to the above are liable to be rejected.

Evaluation of offers shall be based on landed cost of ammonia at FACT's site for determining the L1 bidder as detailed in clause 14 (b) below.

9.0 FIRM PRICE AND QUANTITY:

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

10.0 PAYMENT

Payment shall be by TT/RTGS, after receipt and acceptance of the material at Disport, immediately or after expiry of the credit period, if any. In case of L/C, only L/C opening charges and bank charges will be to buyer's account. Charges including confirmation charges, in case confirmation is required, will be to seller's account.

No advance payment shall be made.

IMPORTANT NOTE: In the case of bidders who have not supplied Ammonia by ship to FACT Ltd. during the preceding five years as on the date of bid opening, payment for the first shipment shall be Cash against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by FACT.

11. TERMS & CONDITIONS

All other terms and conditions shall be as per Annexures I, II, and III

12. EARNEST MONEY DEPOSIT:

Bidder shall submit Bid Security Declaration along with their bid, as per our format in lieu of Earnest Money Deposit (EMD) as detailed at Para 2.0 of Instructions to Bidders (Annexure-I)

13. Bids shall be opened at 14.00 hrs IST on the due date (ref. para 3 above) at the Administrative Office in the presence of bidders or their authorized representatives who may be present.

14. The following points may be noted while submitting your offer:

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

b) Evaluation will be done on landed cost at Cochin Port including Insurance charges, applicable port dues, GST etc. based on the CFR price on Cash basis and with 180 days credit and FACT will have the option to choose the cheaper option. In case a bidder does not quote for 180 days credit or has offered credit for a period shorter than 180 days, the same will be loaded with **interest @05.29%** per annum for the balance period up to 180 days, for evaluation. Exchange Rate for conversion of CFR price will be the RBI reference rate on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation.

c) All vessels calling at Cochin Port should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India. If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated 2 Aug'12 issued by Ministry of Shipping,



well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.

d) If payment quoted is through LC, bank charges will be loaded for evaluation

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

Encl:

Sl No.	Annexure No.	Title
1	Annexure I	Instructions to bidders
2	Annexure II	Terms and Conditions for Purchase
3	Annexure III	Shipping terms for CFR contract
4	Annexure IV	List of Banks
5	Annexure V	Format of Bid Security Declaration
6	Annexure VI	Proforma of Bank Guarantee in lieu of Security Deposit.
7	Annexure VII	Integrity Pact
8	Annexure VIII	Questionnaire for pre-qualification of vendors for supply of ammonia
9	Annexure IX	Details of supplies
10	Annexure X	Un-Priced bid format
11	Annexure XI	Price Bid Format
12	Annexure XII	Berth Plan of Q1

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ANNEXURE-I

INSTRUCTIONS TO BIDDERS

Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its various divisions. This enquiry is sent by the Head Office.

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

Seller: Shall mean the Indian firm/manufacturer/trader/individual on whom which FACT places the Purchase Order.

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

1.0. Submission of bids:

- a) Either the agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product
- c) The bid shall contain as integral part of the same the following compliance statement:

"We have read understood and accepted the terms and conditions of purchase and related documents and submit offer as per technical specification given in Annexure-II."

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

2.0 Earnest Money:

All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format(Ref: Annexure V) in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.

If any bidder retracts from or without request of FACT revises or amends his bid during its

validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with FACT for a period of **Three years** from the date of notification, without prejudice to FACT's right to claim damages and/or other legal recourse.

3.0. Pricing:

3.1. Prices shall be firm for CFR contract.

4.0. SUBMISSION OF BIDS

4.1. 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.

4.2. The bids shall be signed by authorized persons only.

4.3. Bidders shall study carefully the Terms and Conditions of Purchase and Shipment Terms for CFR Contract sent along with this enquiry. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT, while accepting any bid in the event of such acceptance.

4.4 Bid shall be submitted on two-part basis. Part A shall consist of pre-qualification cum Techno-commercial bids and Part B bid shall be Price Bid. Part A bid shall contain all relevant documents as required for pre-qualification and all Annexures I to IX including their guaranteed specification. Price shall be quoted only in the Price Bid Format (Annexure X). The bid shall be signed by the authorized signatory on all pages, both in Part A bid and Part B bid. Part A bid and Part B Bid shall be sealed in separate covers, super scribing the Enquiry No. and due date. The two sealed covers containing Part A and part B bid shall be enclosed in another envelope and sealed and shall super scribe the enquiry No and due date. Even though this enquiry stipulates two part bid, Offers sent by E-mail shall be considered as a special case. Email shall be sent separately as per below. We should be in receipt of your bid before **14.00 hrs. IST** on the due date (ref. para 5 above), in sealed envelopes, superscribing the Enquiry No. and due date, addressed to **Asst. Officer (Administration), Central Bid Registration Cell, PD Administration Building, FACT Ltd., Udyogamandal, Cochin- 683 501.**

Even though this enquiry stipulates two part bid, offers sent by E-mail shall be considered as a special case. Email shall be sent separately as per below:

PART A-Technical bid shall be sent: deepu.cn@factltd.com

PART B-Price bid shall only be sent to a155@factltd.com.



Please do NOT send your bid by fax.

- 4.5 Bidders representatives attending the bid opening shall bring with them the authorization from the bidder.
- 4.6 The original bid shall not be withdrawn within the validity period even if negotiations are done or counter offer made by us.
- 5.0. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason(s) whatsoever. FACT also reserves the right to place order/ orders on one or more bidders or cancel this enquiry.
- 6.0. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
- 7.0. Enquiry documents are not transferable.
- 8.0. Manufacturer's certificate
Suppliers other than manufacturers must furnish along with their offer, the name of the manufacturers with an authority letter from the manufacturers to back-up their offer.

9.0 PURCHASE PREFERENCE:

FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing Government Policy/rules, for procurement of Ammonia.

10.0 PURCHASE PREFERENCE FOR MSE

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

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

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

11.0 Integrity Pact: The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and Fertilisers And Chemicals Travancore Ltd. on Rs.500/- stamp paper along with the bid as per Annexure XI. Mr. P.K. Vijayakumar, IRS (Retd) shall be the Independent External Monitor (IEM) for these tenders and his contact details are given below:

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punnamm P.O, Thrissur – 680002
Telephone: Mobile: 8547381122 E-mail address: vkmenon78@gmail.com

Note:

(1) The Original Integrity Pact on Rs.500/- stamp paper signed by the bidder is to be submitted directly/ sent by Post or Courier to Deepu C N, Materials Dept; FACT-PD Admn. Building, Udyogamandal(P.O.), Ernakulam – 683501.

(2) In case bidders require any clarification pertaining to the tender please contact: Deepu C N / S Sivaramakrishnan, deepu.cn@factltd.com / sivaram@factltd.com, Ph.04842568633 /04842568641. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.”



ANNEXURE-II

TERMS AND CONDITIONS FOR PURCHASE

1. Product : Liquid Anhydrous ammonia (Fertiliser Grade) fully refrigerated at minus 33deg.C or below.

2. Specification
 - i) Ammonia (NH₃) : 99.5% by weight Min.
 - ii) Moisture : 0.5% by weight Max.
 - iii) Nitrogen (N₂) : 81.9% by weight Min.
 - iv) Oil : 10 ppm by weight Max.
 - v) Temperature at loading/unloading : Not warmer than about minus 33 degree C.
 - vi) Impurities : Negligible and in any case not more than 0.003 grams/100 mls

Method of Analysis : A.O.A.C.

3. Packing & Delivery : In bulk
To be delivered at about minus 33 deg. C. or below temperature at ship's manifold.

4. Quantity & Quality:

For certifying the quantity and quality, an independent international surveyor will be nominated by mutual agreement between the Seller and the Buyer. Inspection fees, at the loading port(s) are to the seller's account. A copy of the surveyor's report will be furnished by Airmail to Buyer so as to reach before the ship touches the disport.

5. Delivery period.

Delivery period shall be as specified in the Enquiry / Purchase Order. Delivery period shall be firm.

6. Draft / LOA

The Q1 Berth (the berth for receiving Ammonia ships at the Cochin port) can handle vessels upto 170 metres length and having a maximum displacement of 21,000 MT and draft of 9.1 metres.

Bow to manifold distance: 84 m (max)

Stern to manifold distance: 86 m (max)

Unloading arrangement: 8” 300 ASA LB flange
Berth Plan of Q1 is attached separately.

The vessels nominated should conform to these requirements. The draft given is only an indication and actual draft available during ETA should be ascertained before loading vessel.

7. Rate of discharge at Cochin port : 500 MT per hour
8. Lay time and shipment terms : b) As given in Annexure III for CFR contracts.
9. Insurance:
Insurance will be arranged by the buyer at their cost. However, overage insurance premium, if any, shall be borne by suppliers in case of CFR supplies.
10. War risk
War risk premium for vessel and crew bonus, if any, payable to vessel owners as per C/P for calling at the nominated load port, is to be borne by Seller.
11. Freight Tax or other tax at load port : To be borne by Seller
12. Payment Terms:

Payment will be made after receipt and acceptance of the material at Disport, immediately or on due date after expiry of the credit period, if any, presentation of the following documents to the buyers.

- a) Original Bill of lading – 3 Original & 3 non-negotiable.
- b) Certificate of origin – 3 copies.
- c) Analytical report - 3 copies
- d) Survey report - 3 copies.
- e) Commercial invoice - 5 copies
- f) Copy of letter intimating to Buyer forwarding them the documents quoted in item no. 17 below.

IMPORTANT NOTE: In the case of bidders who have not supplied Ammonia by ship to FACT Ltd. during the preceding five years as on the date of bid opening, payment for the first shipment shall be Cash Against Documents after acceptance of the material based on analysis of the sample taken at the Disport by Surveyor appointed by FACT.

13. Documentation : As given in Annexures III

14. Security Deposit:

The successful bidder shall be required to submit a performance guarantee bond equivalent to 1% of the value towards Security Deposit (SD) for the faithful performance of the contract. The performance guarantee shall be in the form of Bank Guarantee (BG) in the prescribed form as per Annexure VI of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - IV of the enquiry documents.

The requirement of Security Deposit is exempted in the case of vendors who have supplied Ammonia to FACT earlier.

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 6 months. Security Deposit shall not carry any interest

15. Penalty Clause

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 penalty at the rate of 2% of the value of the goods, shipment of which is delayed beyond the contractual period, for every one month or part thereof delay. In addition, the buyer reserves the right to claim all the losses/damages suffered due to breach of contract by sellers. Value of the goods shall be on CFR if the contract is on CFR and on FOB if the contract is on FOB.

16. Force Majeure

- i) 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), fires, floods, explosions, epidemics, strikes, embargoes and closure of discharge berths, then the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc.
- ii) 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.

- iii) 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.
- iv) The Seller 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 or termination of the circumstances preventing the performance of the contract. Certificate issued by local Chamber of Commerce or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
- v) Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

17. 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.

18. 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.

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

20. Arbitration Clause

i. If the Seller is a Central Public Sector Enterprise / Central Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments / Organizations (excluding disputes concerning taxation), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE (GM)/FTS-1835 dated 22.05.2018.”

ii. For contracts other than (i) above:

If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably



settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH. Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

21. The Purchase Order will be 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 III

SHIPMENT TERMS FOR CFR CONTRACT

1. Vessel

The vessel (Refrigerated Liquid Ammonia Carrier) to be used for the transportation shall be of highest class Lloyds or equivalent of less than 25 years age, for carrying anhydrous Ammonia in bulk at slightly above the atmospheric pressure equipped to carry the product, flying any flag not boycotted by Indian Government. Nomination of the vessels by sellers shall be with the prior approval of buyers.

As per Shipping Development Circular issued by DG Shipping, Gas Carriers 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 age.

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

2.0 Capacity etc.

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

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

Unloading arrangements at Cochin: 8" 300 ASA LB Flange

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

Seller shall ensure that the owner of the vessel obtains certification by approved surveyors that the ship's cargo tanks and pipelines prior to loading of each shipment of

the product are commercially free from any impurity whatsoever, including contaminated Ammonia, if any, which may remain in the ships, cargo tanks as residue from earlier shipments. Seller shall also ensure that cargo owner's rights of recovery against the ship owners would not be lost or waived in any manner in the Charter Party.

Insurance: FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Cochin shall be faxed to the Dy. General Manager[Mat]/RM, [Fax:91-484-2545172], The Divisional Manager, The New India Assurance Co Ltd., Branch Office ,Vallamattom Estate , Ravipuram ,M.G. Road , Cochin - 682015 .E Mail - rs.rohith@newindia.co.in, nia.761001@newindia.co.in sreelakshmi.s@newindia.co.in, Phone : 0484 2369352, 0484 2372772, 9633051520

3. Prior notice of ETA

At least 7 days prior to the date of commencement of loading of the ship carrying the product, the seller shall notify the Buyer by fax/e-mail of the quantity of product to be shipped (subject to restriction as at para-2 above), the value of the product and any other relevant details that may be required by the buyer.

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

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

4. Arrival and NOR:

4.1 After arrival of the vessel at the customary anchorage at the port of unloading, the Master or his agent shall give buyer or his agent notice by letter, telephone, telegraph, wireless, fax, e-mail to buyer/their nominees confirming that the vessel is in all respects ready to discharge the product. NOR not to be tendered between 1700 hrs. to 0600 hrs. However, in case NOR is tendered between 1700 hrs. to 0600 hrs. NOR would be deemed to have been tendered at 0600 hrs. the following day. Berth or no berth, lay time hereinafter provided shall commence upon the expiration of six hours after receipt of such notice or upon the connection of vessel's hoses to shore line hoses whichever is earlier and until vessel's hoses are disconnected with shore line hoses.

4.2 NOR tendered by the vessel will not be deemed valid if the temperature of the cargo presented is above minus 33 degrees C. In such case, NOR will be deemed to have been tendered and accepted from the time of presenting the Cargo at the stipulated

temperature.

- 4.3 However, when delay is caused to vessel getting into berth giving notice of readiness for any reason over which buyer has no control, such as non-availability of tide, the vessel not conforming to the limitations at the discharge port etc., such delay should not count as used lay time. In case the vessel arrives prior to the accepted arrival Cochin schedule for the vessel, the lay time shall commence at 0600 hrs. on the first date of such accepted schedule for the vessel.

5. Time for discharge (Lay time)

- a) Discharge rates : Seller shall guarantee the discharge rate of 500 MT per hour at port of discharge.

The lay time for a shipment upto 10000 MT based on the discharge rate indicated will be as under. In case of slower discharge rate by vessel, the lay time should be increased proportionately.

- b) Lay time : Min. 24 hrs. for each port of discharge or one hr. for every 300 MT of Ammonia or part thereof on bill of lading quantity of the respective consignment, whichever is higher.

The above will be in addition to usual 6 hrs. NOR time at the discharge port.

- c) Any delay due to break-down or inability of vessels facilities to discharge the product within the time allowed shall not count as used lay time. If the Buyer prohibits discharging during nighttime, time so lost shall not count as used lay time. Time consumed by the vessel in moving from the discharge port/anchorage in the discharging berth will not count as lay time. Time shall end counting from the moment discharging hoses or discharge arm is disconnected.

6. Demurrage

Demurrage rate shall be Rs.75 per MT per day pro-rata for the B/L quantity. If demurrage is incurred at the port of discharge by reasons of fire, explosion, storm or by strike, lockout, stoppage or restraint of labour (inclusive of non-availability of pilot) or by break down of machinery or equipment in or about the plant of the buyer or any other force majeure circumstances, there shall be half demurrage.

7. SAFE BERTH & SHIFTING

The vessel having a draft as indicated in the tender shall discharge at any safe berth. The Buyer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage

or restraint of labour for Master, Officers and crew of the vessel or tug boats or pilots. The Buyer has the right of shifting the vessel from one berth to another on payments of towage and pilotage for shifting to next berth. Charges for running lines and all other additional expenses by reasons of discharging at more than one berth shall be for buyer's account. Time for such shifting shall count as lay time used.

8. Port dues

At discharging port, dues on vessel will be for the sellers/owner's account, but dues on product including taxes will be for Buyer's account.

9. Bill of Lading

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

10. Quantity survey.

The Master of the vessel, his officers or his agents, have the right to observe and inspect the Buyer's facilities and the independent surveyors have the right to ensure by inspection that satisfactory method of assessment of quantity is applied. On completion of unloading, a provisional receipt for the quantity received should be provided to the owner of the vessel by the Buyer in agreement with the Surveyor.

11. Shortage

Shortage in excess of 0.5% of the B/L quantity will be borne by the seller and will be paid at the rate of CFR price to Buyer. Quantities will be determined on the basis of Survey report of Terminal shore Tank Readings at discharge port. The shortage claim shall be settled and remitted by Seller to buyer within 30 days of receipt of claim.

12. Completion of discharge

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

13. Documents

Immediately on sailing of a vessel, the seller shall despatch directly to the buyer, two negotiable sets of the following documents by courier.



- a) Two of the three negotiable copies of clean Bill of lading in long term from marked "Freight pre-paid" and seven copies of non-negotiable B/L.
- b) Seven copies of the certified commercial invoices.
- c) Certificate of Origin - 7 copies
- d) Analytical Report - 7 copies
- e) Survey Report - 7 copies.
- f) A copy of signed charter party.



ANNEXURE IV

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

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

- A) 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. Indian Bank,
 - 10. Indian Overseas Bank,
 - 11. Oriental Bank of Commerce,
 - 12. Punjab & Sind Bank,
 - 13. Punjab National Bank,
 - 14. Syndicate Bank,
 - 15. UCO Bank,
 - 16. Union Bank of India,
 - 17. United Bank of India,
- 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) 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 V

Bid-Security Declaration

To: DGM(Mat)RM II
FACT-PD Admin building-
UDYOGAMANDAL- 683501

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

I/We , irrevocably declare as under:

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

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

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

Signature:

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

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

Dated on _____ day of _____ month, _____ year.

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



ANNEXURE VI

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 Purchase Order No.....dated.....with M/s..... hereinafter called the supplier) for the supply ofand 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.

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

We further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Supplier or to postpone for any time and from time to time any of the powers 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 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.



ANNEXURE VII

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

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this



Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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



Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

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

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

Place:

Date:

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

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



Annexure VIII

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

<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 Ammonia in
each Plant

3.2.3 Quality / Analysis Report of
Ammonia produced in each Plant
duly attested by the Applicant's
Authorized Signatory showing
parameters of specification
required by us as given in
**Annexure VIII. (Document to be
enclosed)**

3.3.0 **If Trader:**

3.3.1 Name and address of
producer from where
Ammonia is proposed to be
sourced

3.3.2 Annual production capacity
of Ammonia in each Plant
stated above

3.3.3 Certificate(s) issued by the
Ammonia Manufacturer's
authorized signatory confirming
to back up their offer with
respect to quality and quantity

(Document to be enclosed)

3.3.4 Copy of Analysis Report of
Ammonia produced in each Plant
showing parameters of
specification as given in
Annexure A, duly attested by
the Manufacturer's authorized
signatory

(Documents to be enclosed)

4.0.0 Loading Port(s) details:

4.1.0 Name(s) of the loading port(s)

4.2.0 Loading rate(s) of the port(s)

4.3.0 Sailing time from port of loading to Cochin

5.0.0 Third party inspection agency/
agencies to be involved for
certifying quality and quantity at
load port

6.0.0 Documentary evidence for sale of
Ammonia / other cargo as per
the pre-qualification criteria
requirement in India/abroad for
the last three years as on the date
of submission of bid.

7.1.0 Permanent Income Tax Account Number :

7.2.0 GST No. :

8.0.0 Details of Authorized Signatories:

	Name	Designation	Signature
1			
2			
3			

9.0.0 Any other details:

Place

Signature

Date

Name

Designation (Authorised 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 – IX** duly completed also shall be enclosed.
- 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.

Annexure –IX

DETAILS OF SUPPLIES:

Details of supplies of Ammonia in bulk or other cargo as per the pre-qualification criteria specified during the last three years as on the date of submission of offer.

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
July 2018 to June 2019							
July 2019 to June 2020							
July 2020 to June 2021							

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

Place

Name

Date

Signature

Seal

Designation:
(Authorized Signatory)

Annexure X

Enq. No. MAT-RM-A-155 dated dd/08/2021

UN-PRICED BID FORMAT

Please do not fill in Rates in this format. Please fill “Quoted/Not quoted” in the blank column provided against each..

Terms	Price	
	Cash	180 days
CFR Cochin	Quoted / Not Quoted	Quoted / Not Quoted

Arrival laycan at Cochin :
 Offer is valid till :
 GST applicable :

Name of Authorized Signatory :
 Signature :
 Date :

Note:

1. **Only Ammonia sourced from India is acceptable against this tender.**
2. **Only Bids from Indian manufacturers / traders are acceptable.**
3. **Only supply by ships are acceptable.**



Annexure XI

Enq. No. MAT-RM-A-155 dated 07/08/2021

PRICE BID FORMAT

Prices shall be quoted strictly in the format given below.

Terms	Price	
		Cash
[b] CFR Cochin		

Arrival laycan at Cochin :
Offer is valid till :
GST applicable :

Name of Authorized Signatory :
Signature :
Date :

Note:

- 1. Only Ammonia sourced from India is acceptable against this tender.**
- 2. Only Bids from Indian manufacturers / traders are acceptable.**
- 3. Only supply by ships are acceptable.**

ANNEXURE - XII

MATTANCHERI WHARF Q1 BERTH

LAY OF BERTH - 162 / 342

FENDER SPACING - 30m

BOLLARD SPACING - 30m

HEIGHT ABOVE CHART DATUM - 3.0m

