

ENQUIRY NOTICE

ENQUIRY NO. MAT-RM-SA-83 DATED 06.03.2021

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

We invite your most competitive bid in seal covers for Single Part Open Tender as explained in Instructions to Bidders (**Annexure-2**) for the supply of Sulphuric Acid as per the details given below and as per enquiry documents attached.

- 1.0 Material: Sulphuric Acid as per specifications attached at Annexure-1.
- 2.0 Quantities and delivery schedule:

One shipment of 10,000 MT +/-5% - 13,000 MT +/-5% (Vendor shall specify the quantity that they are offering)
- 2.1 Delivery at Cochin, India, arrival Cochin laycan: 18th April to 25th April 2021
- 2.2 Rate of discharge at Cochin Port: 700 MT / Hr SHINC.
- 2.3 **Note: Sulphuric acid sourced from Iran is not acceptable against this tender.**
- 3.0 Price:
 - (a) Prices shall be quoted as per the Price Bid format (**Annexures - 6**). Bidders are also requested to offer credit upto 180 days. The credit period offered and the applicable rate based on the credit period shall be indicated in the Price Bid Format.
 - (b) GST will be paid, subject to the Seller meeting all the statutory requirements under the GST laws and rules to enable FACT avail Input Tax Credit.
 - (c) In case of import CFR rates are to be quoted. Bidders are also requested to offer credit upto 180 days. The credit period offered and the applicable CFR rates based on the credit period shall be indicated in the Price Bid Format. Prices shall be quoted as per the Price Bid format (**Annexure - 6**). Please note that bids with clause "Delivery, Shipment

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etc. subject to availability of suitable vessel” shall be liable to be rejected.

4.0 **Earnest Money Deposit (EMD):** Bidder shall submit along with their bid Earnest Money Deposit (EMD) as detailed at para 3.0 of Instructions to Bidders (**Annexure-2**). EMD is exempted in the case of certain category of bidders (please refer para 3.0 of Instructions to Bidders).

5.0 **Pre-qualification criteria:**

The Vendor shall be either:

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

(i) Facilities to produce at least 50,000 MT Sulphuric Acid per annum.

Copy of document (such as Catalogue etc.) showing facilities and quality/analysis report showing all parameters as per FACT specifications of Sulphuric Acid, duly attested by the authorized signatory shall be furnished as documentary evidence.

Or

B. **Trader**

(1) Shall submit Manufacturer’s back up as below-

(i) Certificate issued by the Sulphuric Acid Manufacturer’s Authorized signatory, confirming to backup the trader, 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 Sulphuric Acid Manufacturer.

Notes:

All bidders shall furnish, along with their bid, all supporting documents as required therein.

6.0 **Payment terms:** As per article 9 of Standard terms and conditions of Purchase (**Annexure-3**).

7.0 **Evaluation of Bids:**

Evaluation will be done based on the landed cost at Cochin Port including Insurance charges, applicable port dues, customs duty, GST, etc. and with loadings, if any applicable, based on price quoted on Cash basis and with credit up to 180 days from BL date and FACT reserves the right to accept suitable offer beneficial to FACT. In case the bidder has not offered 180 days credit, interest @ 5.70% per annum shall be loaded for evaluation.

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Exchange Rate for conversion of CFR price will be the SBI TT Selling Rate on the date of opening of the tender. If the payment is through LC, SBI bill selling rate/forward cover rate will be applicable. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation. For working out Customs Duty, the Exchange rate will be as declared by Customs applicable for the date of opening of the bid.

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

Current foreign LC charges;
Usance LCs below 5 crores : 0.13% p. a ;
Usance LCs above 5 crores: 0.18% p. a.

Current Inland LC charges; 0.1875 % p.a;

9.0 **Due date and time of submission of Bids: 15.03.2021 - 15.00 hrs IST.**

Due date and time of opening of Bids: 15.03.2021 - 15.00 hrs IST.

10.0 Bids shall be valid for 10 days from date of opening.

11.0 I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India. If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.

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

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

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

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1. In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation--- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Certificate to be submitted by tenderers:

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"]
2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a

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ground for immediate termination and further legal action in accordance with law

Thanking you
For The Fertilisers and Chemicals Travancore Limited

Dy. General Manager (Materials) RM1
FACT Ltd., Kochi.

Documents enclosed:

1. Annexure 1 - Specifications of Sulphuric Acid.
2. Annexure 2 - Instructions to Bidders.
3. Annexure 3 - Standard Terms and Conditions for Purchase
4. Annexure 4 - Shipment terms for CFR contract.
5. Annexure 5 - Compliance statement.
6. Annexure 6 - Price Bid format -Import.
7. Annexure 7 - List of Banks.
8. Annexure 8 - Proforma of Bid Bond towards EMD.
9. Annexure 9 - Proforma of Bank Guarantee in lieu of Security Deposit.

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Sulphuric Acid of 98% concentration minimum as per IS 266/1977

SPECIFICATION

<u>Sl. No.</u>	<u>Components</u>	<u>Percentage</u>
1	H ₂ SO ₄	98% min
2	Residue on Ignition	0.2% max
3	Iron	0.05% max
4	Lead	0.005% max

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.

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:

a. EMD is exempted in the case of vendors who have supplied Sulphuric Acid by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening. In case of supply to other fertilizer companies in India, the exemption is subject to the bidder submitting documentary evidence of supply such as Bill of Lading and also feedback from the buyer regarding acceptance of the material

b. EMD shall be **USD 1 PMT (USD One Per MT)** for the offered quantity for those vendors who have supplied 10,000 MT Sulphuric Acid or any other liquid cargo on CFR basis during the preceding three years as on the date of submission of offer.

c. EMD shall be **USD 10 PMT (USD Ten Per MT)** for the offered quantity, for other vendors.

d. Bidder shall submit EMD along with their bid in the form of RTGS payment or by Demand Draft or Bid Bond in the form of Bank Guarantee in the prescribed format. FACT's account details to enable RTGS payment, the List of banks from which Demand Drafts/BG is to be obtained (Annexure-7) and Proforma of Bank Guarantees (BG) for Bid Bond (Annexure-8) are enclosed with the enquiry documents.

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

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

f. 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.

g. In case EMD is by Demand Draft or as Bid Bond, the same shall be enclosed along with bid. The Demand Draft/ Bid Bond (in our Proforma as per Annexure-8) shall be obtained from banks approved by FACT. List of the banks is attached as Annexure-7.

h. 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).

4. **Submission /opening of bids:**

Bids shall be submitted on single part, as detailed in the Instructions to Bidders vide Annexure - 2.

Bid shall be the Techno-commercial bid and shall consist of the following:

1. Annexure 1 - Specifications of Sulphuric Acid.
2. Annexure 2 - Instructions to Bidders.
3. Annexure 3 - Standard Terms and Conditions for Purchase
4. Annexure 4 - Shipping terms for CFR contract
5. Annexure 5 - Compliance statement.
6. Annexure 6 - Price Bid format -Import.
9. Earnest Money Deposit (EMD) by way of Demand Draft / Bid Bond.

Annexures 1 to 6 shall be signed and sealed by the Authorized Signatory of the bidder on all pages

Annexure- 5 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.

Bidders are required to quote their rates strictly in the Price Bid Format enclosed as **Annexures 6**.

Bid consisting of **Annexures 1 to 6** and the EMD shall be enclosed in an envelope and sealed and the enquiry No., Name of the bidder shall be super scribed on the envelope. In case the bidder is eligible for exemption from submission of EMD, the documentary evidence and feedback from buyer required as per para 3 above is to be submitted along with bid.

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

Offers sent by E mail shall be considered, as a special case.

The email id for receipt of offers is : sa83@factltd.com. Please note that offers sent to any other email id shall not be considered for evaluation.

The following officer in Administration Department are authorized to receive bids.

Mrs. Ancy Mathew - AO (Admin)

Due date and time for submission of bids: As per para 8 of Enquiry Notice.

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

Due date/Time for opening of Bids: As per para 8 of Enquiry Notice.

5. 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.
8. The bid shall be signed by authorized persons only.
9. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
10. In order to meet the quantity indicated in the tender, FACT, at its option, reserves the right to award the contract to more than one bidder and apportion the quantity in such manner as deemed suitable, depending on the quantity / delivery schedule offered.
11. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids or cancel this enquiry without assigning any reason(s) whatsoever.

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STANDARD TERMS AND CONDITIONS FOR PURCHASE

1. Product: Sulphuric Acid as per specification vide Annexure - 1.
2. Packing & Delivery :In bulk shipment of 10,000 MT +/-5% - 13,000 MT +/-5%
3. Quantity & Quality:

Quality & Quantity as determined by Independent Surveyor at Load port, appointed by the Seller at Seller's costs shall be taken for billing. At discharge port, quantity and quality shall be determined by an Independent Surveyor appointed by the Buyer at Buyer's costs. In case of shortage in excess of 0.5% of B/L quantity as determined at the disport, Seller shall compensate Buyer for the shortage between the Invoice quantity and the quantity determined at the discharge port, in excess of 0.5%.

4. 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 - 9 of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure - 7 of the enquiry documents.

The requirement of Security Deposit is exempted in the case of vendors who have supplied Sulphuric acid by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening. In case of supply to other fertilizer companies in India, the exemption is subject to the bidder submitting documentary evidence of supply such as Bill of Lading and also feedback from the buyer regarding acceptance of the material.

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.

5. Delivery period.

Delivery period shall be as specified in the Purchase Order.

6. Insurance: FACT shall arrange to insure the cargo. On completion of loading, sailing details such as quantity, B/L No. and date, load port, ETA Cochin shall be faxed to the Deputy. General Manager [Mat]/RM1, [Fax:91-484-2545172], Asst. General Manager [Finance] RM [Fax: 91- 484 - 2545039] and our underwriters M/s.United India Insurance Company Ltd, Divisional Office, Puthusserry Complex Govt. Hospital Jn. Aluva-683101
Ph. No. 91 9947545000. Email: SangeethaR@uiic.co.in.

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7. 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 loadport, is to be borne by Seller.
8. Freight Tax or other tax at loadport: To be borne by Seller
9. Payment:

In the case of vendors who have supplied Sulphuric by ship to FACT /other fertilizer companies in India, during the past three years, as on the date of bid opening, payment shall be by Cash Against Documents (CAD) thro' RTGS or by LC as finalized, after receipt and acceptance of the material at Disport. In case of L/C, buyer's bank charges including LC opening charges shall be to buyer's account. Seller's bank charges including confirmation charges, if required by seller, shall be to Seller's account. In case of supply to other fertilizer companies in India, this payment term is subject to the bidder submitting documentary evidence of supply such as Bill of Lading and also feedback from the buyer regarding acceptance of the material.

In the case of bidders who have not supplied Sulphuric Acid by ship to FACT /other fertilizer companies in India, during the past three 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.

Payment will be made immediately or on due date after expiry of the credit period, if any, on presentation of the following documents

- a) Original Bill of lading - 3 Original & 3 non negotiable.
- b) Certificate of Origin (*) - 3 copies.
- c) Certificate of Quality Analysis - 3 copies
- d) Certificate of Quantity - 3 copies.
- e) Commercial invoice - 5 copies

(*) To be countersigned and stamped by the Chamber of Commerce of the relevant country.

10. Import License: Under OGL - not specified in Negative List.

11. Seller's Indian Agent:

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

- 11.1 Indian Agent's registration Nos., their permanent income tax account number and Service Tax Registration details.
- 11.2 Amount and nature of commission/remuneration.
- 11.3 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

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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.

- 11.4 FACT shall deduct the Indian agents 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.
- 11.5 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.
- 11.6 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.

12. Liquidated Damages:

The agreed shipment dates shall be firm and shall be treated as the essence of contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of ½% of the value of shipment for every week of part thereof delay subject to a maximum of 2% of the value of shipment. This value shall be either FOB or CFR as per the option exercised by FACT.

13. 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.

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- 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 in the country of the seller 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.

14. 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.

15. 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.

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

17. Arbitration Clause

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

18. 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.

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SHIPMENT TERMS FOR CFR CONTRACT

1. Vessel

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

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 then period of foul weather (being 1st June to 31st August) shall be less than 30 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 the Vessel Owner from Ministry of Shipping, Govt. of India as per circular no. SR-12020/2/2011-MG dt. 2nd August 2012 issued by Ministry of Shipping, well in advance of the vessel's arrival, failing which permission will not be granted by Port for berthing of the vessel.

2. Draft / LOA

The Q10 Berth at Cochin can handle vessels up to 207 metres length and having a draft of 10.7 metres. The vessels nominated should conform to these requirements. The draft given is only an indication and actual draft available during ETA should be ascertained before loading vessel. Size of flange for connecting discharge hose is 200 NB.

3. Capacity etc.

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

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

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

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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.

4. Prior notice of ETA

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

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

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

5. Arrival and NOR:

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

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

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

5.3 In the event of the vessel arriving prior to the agreed laydays at the Discharge Port, the lay time shall commence only from 6.00 AM of the first day of the

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laydays accepted by the buyer. However, the buyer can at his discretion arrange for discharge of cargo prior to laydays stipulated vide it is explicitly made clear that the receiver has no obligation to berth the vessel prior to commencement of the confirmed laydays.

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

a) Discharge rates:

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

b) Lay time:

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

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

7. Demurrage

Demurrage rate shall be as per Charter Party applicable. Copy of C/P to be furnished. 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 break down of machinery or equipment in or about the plant/unloading facilities of FACT or any other force majeure circumstances, no demurrage shall be payable.

8. Port dues

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

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

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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 (refer clause 3 of Standard Terms and Conditions of Purchase- Annexure-3). 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) Commercial invoice - 3 copies.
- c) Certificate of Origin - 3 copies
- d) Analytical Report - 3 copies
- e) Survey Report - 3 copies.

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COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM -SA-83 dated 06/03/2021

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-SA-83 dated 06/03/2021 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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Price Bid Format- Import

CFR rates are to be quoted. Prices shall be quoted strictly in the format given below.

	Terms	Cash USD/MT
A	CFR Cochin Price	
B	Credit period offered (No. of days) days from BL date
C	CFR Cochin Price with credit as in (B) aboveUSD / MT

Total quantity offered - MT.

Origin of supply: Port of loading:

Arrival Cochin lay can:

[Loadport laycan : _

Loading period at load port :Hours.

Sailing time to Cochin :days]

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

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Price Bid Format- Domestic Supplies

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for delivery at Cochin port (including freight) [Payment on Cash Basis]	
2	Price for delivery at Cochin port (including freight) [Payment on Credit Basis]	
3	IGST or SGST plus CGST as applicable [Payment on Cash Basis]	
4	IGST or SGST plus CGST as applicable [Payment on Credit Basis]	
5	Total landed cost - On Cash basis	
6	Credit period offered (No. of days) days from BL date
7	Total landed cost - With Credit period as in (6) above.	

Total quantity offered : MT

Port of loading :

Arrival Cochin lay can :

[Loadport laycan : -

Loading period at load port : Hours

Sailing time to Cochin : days]

Name of Bidder:

Signature of Authorized Signatory:

Date:

Place:

Seal:

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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 given below:

A) STATE BANK OF INDIA AND ITS ASSOCIATE BANKS:

1. State Bank of India,

B) NATIONALISED BANKS:

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

C) OTHER BANKS:

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,

D) FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,

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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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BID BOND PROFORMA

(To be obtained from FACT approved bankers on Stamp Paper of Rs.500/-)

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

Dear Sir,

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

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

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

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

Date:

For

Place:

Bank

Authorised Signatories

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

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**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(PERFORMANCE GUARANTEE BOND)
(To be obtained from a Nationalized / Scheduled Bank on Stamp Paper of Rs. 500/-).**

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

WHEREAS FACT - Head Office, 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.

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

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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.

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