



CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
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ENQUIRY NOTICE
Enquiry No. MAT-RM-PHOS-2022 dated 13/07/2022.

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 on single part open tender for supply of Phosphoric Acid (P2O5: 52% min.) as per the details given below:

1. Product : Phosphoric Acid (52% minimum)
as per Specifications vide Annexure-A attached

(Vendor shall provide their guaranteed specification for the Phosphoric Acid offered covering all the parameters given in Annexure-A)

2. Quantity: Approx. 10400 MT P2O5 in two shipments.

3. Shipment size: 3000 - 10000 MT+/-5% solution (see 4 below). (Vendor shall specify the Quantity that they are offering)

4. Arrival period: Arrival Cochin during August and September 2022 as per the following schedules (tentative):

1st shipment: 5th – 20th Aug-2022

2nd shipment: 30th Aug – 08th Sep 2022 (FACT had the liberty to order both shipments or either of the shipment)

If shipments are not available in the requested laycan, the vendors may offer the nearest available laycan which shall be considered if no offer with matching laycan is received.

Rate of discharge at Cochin Port: 700 MT / Hr SHINC.

FACT retains the right to accept deviation in parcel size and arrival laycan for the shipment at its sole discretion, in case of offers suiting our requirement. However, parcel size shall not be more than 12000 +/- 5% as FACT's maximum storage capacity at Cochin Port is 12000+/- 5% MT Phosphoric acid solution only

The final arrival schedules of shipments and parcel size of each shipment shall be as mutually agreed, also considering the availability of ullage at Cochin for receiving successive shipments including shipments already concluded.



5. The pre-qualification criteria will be as below:

The Vendor shall be either:

A. Manufacturer of Phosphoric Acid, who should have:

- (i) Facilities to produce at least 25,000 MT Phosphoric Acid 100% P₂O₅ per annum. Declaration in this regard may be attached.
- (ii) Experience in supply of at least one shipment of 10,000 MT Phosphoric Acid solution on CFR basis during any of the preceding three years as on the date of submission of offer.

Copies of Bill Lading for the supplies, duly attested by the authorized signatory shall be furnished as documentary evidence in support of the above.

Or

B. Trader

(1) Who has experience in supply of at least one shipment of 10,000 MT Phosphoric Acid or any liquid cargo on CFR basis during the preceding three years as on the date of submission of offer. Copies of Bill of Lading in support of the above are to be furnished.

(2) Manufacturer's back up as below-

(i) Certificate issued by the Phosphoric Acid Manufacturer's Authorized signatory confirming to back up 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 Phosphoric Acid Manufacturer.

6. Price:

Prices shall be quoted in the price bid attached with the tender documents (Annexures – C). The offered rates shall be inclusive of 30 days credit-CFR Cochin.

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.

Note that bids with clause "Delivery, Shipment etc. subject to availability of suitable vessel" shall be liable to be rejected.

- 7. Earnest Money Deposit (EMD): EMD to be furnished as per cl. No.5 of Annexure B (Instructions to Bidders) of the enquiry.
- 8. Security Deposit (SD): SD to be furnished as per cl. No.3 of Annexure D (Terms and Conditions of Purchase) of the enquiry.



9. Evaluation will be done (100% P2O5 basis) on landed cost at Cochin Port on shipment to shipment basis including Insurance charges, applicable port dues, customs duty etc. based on the CFR 30 days credit and FACT will have the option to choose the cheaper option. In case a bidder does not quote for 30 days credit, the same will be loaded with interest @6% pa for the balance period upto 30days. 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. Other Terms and conditions: Shall be as per Annexures B, D & E.

10. Due date / Time for submission of bid: 19/07/2022 / 14.00 hrs. IST

11. The offer shall be valid for acceptance for a minimum period of 5 days from the date of opening of bids.
12. 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.

Please submit your offer within the stipulated date and time.

Thanking You

For The Fertilisers and Chemicals Travancore Limited

R. Satis Kennedy
Deputy General Manager (Materials) RM

Enclosures:

- | | |
|------------------|---|
| 1. Annexure – A | - Specifications of Phosphoric Acid |
| 2. Annexure – B | - Instructions to Bidders |
| 3. Annexure – C | - Price Bid Format |
| 4. Annexure – D | - Terms and Conditions of Purchase |
| 5. Annexure – E | - Shipment Terms for CFR Purchase |
| 6. Annexure – F | - Compliance Statement |
| 7. Annexure – G | - Pre-Qualification Questionnaire |
| 8. Annexure – H | - Details of previous supplies |
| 9. Annexure – I | - List of Banks |
| 10. Annexure – J | - Proforma of Bank Guarantee for Security Deposit |
| 11. Annexure – K | - Basic details of Shipment. |

Annexure - A

SPECIFICATIONS OF Phosphoric Acid

Element	Element in % in Wt/Wt
P2O5 as Phosphorous Pentoxide	52.0 min
H2SO4 (as SO3)	4.0 max
Cao	0.5 max
Fe2O3 and Al2O3	3.75 max
F	1.8 max
MgO	1.0 max
Cl	500 ppm max
Suspended solids	2.5 max
Density at 60 deg.F	1.75 max

Notes:

1.0 The above analysis is to serve only as guidance. Actual contents in the product may fluctuate slightly below or above as the case may be and the only figure to be binding for seller shall be the guaranteed minimum concentration of P2O5.

2.0 Offers with minimum 52% P2O5 of Acid shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Acid offered by them. Price offered shall be 100 % P2O5 - CFR basis. Prorate rebate on CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder.

3.0 Shortage of more than 0.5% from the B/L quantity in weight determined at discharge port by draft survey shall be to Seller's account.

Annexure – B**Instructions to Bidders****1.0 Definitions:**

- FACT** : Shall mean The Fertilisers and Chemicals Travancore Ltd., with registered office at Udyogamandal and its various Divisions.
- Bidder** : Shall mean the Firm / Producer / Trader / Agent who submits bid in response to this enquiry.
- Seller** : Shall mean the Firm / Producer / Trader / Agent on whom FACT places the Purchase order.
- Contract Value:** CFR of the order quantity.

2.0 Please submit your bid for supply of Phosphoric Acid (P2O5: 52% min) conforming to the specifications as per Annexure A and terms and conditions stated in the enquiry documents as detailed below: -

2.1 Bidders shall study carefully the Enquiry Notice, Instructions to Bidders, Terms and conditions of purchase and shipment terms for CFR contract sent 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.

2.2 Bid shall consist of pre-qualification cum Techno-commercial bids and Price Bid. Bid shall contain all relevant documents as required for pre-qualification and all Annexures A to I including their guaranteed specification. RTGS/NEFT details of EMD shall also be enclosed along with bid. Price shall be quoted only in the Price Bid Format. The bid shall be signed by the authorized signatory on all pages. Offers sent by E-mail shall be considered as special case.

2.3 Due date / Time for submission of bids: 19/07/2022 / 14.00 hrs IST.
Date /Time of opening of bids : 19/07/2022 / 14.30 hrs IST

Technical and Commercial bid shall be sent to the email id Phos2022@factltd.com.

Bid shall be addressed to the Officer (Administration), Administrative Office, FACT-Petrochemical Division Administrative Building, The Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Cochin - 683501, Kerala, India.

3.0 The following officers in Administrative Office are authorized to receive the bids.

1. Ms. Ancy Mathew - officer (Administration)

4.0. Discharge rate at Cochin Port: : 700 MT / Hr SHINC.

5.0 Earnest Money Deposit (EMD):

Bidder shall submit Earnest Money Deposit (EMD) at the rate of USD one per MT of Phosphoric Acid Solution for which BID is being submitted in the form RTGS/NEFT to FACT's account. FACT's account details to enable RTGS/NEFT payment is given below. Bid without EMD is liable to be rejected. The EMD furnished by the unsuccessful bidders will be refunded after finalization of order and expiry of validity of the bid.

In case of indigenous supplies EMD shall be in INR equivalent to 1 USD, SBI TT selling rate applicable on the date of enquiry.



The Bank Details are as follows:

STATE BANK OF INDIA, COMMERCIAL BRANCH
VANKARATH TOWERS,PADIVATTOM
COCHIN 682024
CONTACT NOS : Dr. Premkumar : 8547863710
BRANCH LANDLINE : 0484 - 2340028/29
A/c No : 10590232386
IFSC : SBIN0004062
SWIFT : SBININBB245
TYPE : CC ACCOUNT

The EMD is exempted in the case of:

EMD is exempted in the case of vendors who have supplied Phosphoric 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.

- 6.0 The bid shall contain as integral part of the same the following compliance statement:
"We have read and understood the Enquiry Documents against your Enquiry No. **MAT-RM-PHOS-2022** dated 13/07/2022 and hereby confirms our acceptance to the same."

7.0 Pricing:

- 7.1 Prices shall be firm.

- 7.2 Bidder shall quote cfr price with 30 days credit from B/L date as per Price Bid Format as per Annexure C.

- 7.3 Offers with minimum 52% P2O5 of Phosphoric Acid shall only be considered. Bidder shall guarantee the minimum P2O5 content in the Phosphoric Acid offered by them. Prorata rebate on CFR value shall be applicable in case P2O5 content is below the minimum value guaranteed by the bidder.

- 8.0 Detailed load port terms and conditions shall be furnished.

- 9.0 The pages of the bids shall be consecutively numbered and shall be signed on all pages by their authorized signatory. Bids shall be free from over writing and corrections, if any, 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 amount indicated in words shall be considered.

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

- 10.0 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.

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

- 12.0 Details required regarding Indian agent vide cl.16 and its sub-clauses of Annexure -D shall be submitted at the time of bidding.

Special Note:

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

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

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

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

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

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

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

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.



V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

Certificate to be submitted by tenderers:

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

Price Bid Format- Import - 1st Shipment

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

	Terms	Cash USD/MT
A	CFR Cochin Price -Sight	
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:

Name of Bidder: Signature of Authorized Signatory

Date:

Place: Seal:

Price Bid Format- Import - 2nd Shipment

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

	Terms	Cash USD/MT
A	CFR Cochin Price -Sight	
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:

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

Price Bid Format- Domestic Supplies – 1st Shipment

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for delivery at Cochin port (including freight) (On Sight basis)	
2	Price for delivery at Cochin port (including freight) [On Credit Basis]	
3	IGST or SGST plus CGST as applicable (On Sight basis)	
4	IGST or SGST plus CGST as applicable [On Credit Basis]	
5	Total landed cost – (On Sight 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 :

Name of Bidder

Signature of Authorized Signatory

Date:

Place:

Seal:

Price Bid Format- Domestic Supplies - 2nd Shipment

<u>Sl. No</u>	<u>Price elements</u>	<u>Rs. Per MT</u>
1	Price for delivery at Cochin port (including freight) (On Sight Basis)	
2	Price for delivery at Cochin port (including freight) [On Credit Basis]	
3	IGST or SGST plus CGST as applicable (On Sight basis)	
4	IGST or SGST plus CGST as applicable [On Credit Basis]	
5	Total landed cost – (On Sight 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 :

Name of Bidder:

Signature of Authorized Signatory:

Date:

Place:

Seal:

Annexure- D

Terms and Conditions of Purchase

1. The Purchase Order is placed with CFR option. FACT shall exercise CFR option immediately on receipt of dispensation from Transchart. Seller shall then make CFR arrangements for the agreed lay can only.
- 1.1. Seller shall furnish firm lay can well in advance so that the activities required for vessel fixture by FACT or CFR arrangements by Seller in the event of dispensation from Transchart are made smoothly. The Seller shall not be absolved from his obligations under the Purchase Order, citing insufficient time for making CFR arrangements. Shipment terms for CFR contract shall be as given in Annexure E respectively of this enquiry.
2. Taxes and Duties:

All levies, taxes and duties in the Seller's country shall be to Seller's account and in India to FACT's account.
3. Security Deposit (SD):
 - 3.1 The Seller shall provide within 15 days from the date of receipt of Letter of Intent, a Security Deposit, of 2% of the value of the order in cash or Bank Guarantee from a Nationalized / Scheduled / Foreign bank in the prescribed proforma. In the case of bank guarantee issued by branches abroad of foreign banks or bank guarantees issued by branches abroad of Indian banks, confirmation from a Nationalized / Scheduled bank situated in India shall be obtained. The bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. Validity shall be further extended on demand as per terms of our BG proforma.
 - 3.2 The Security Deposit shall not carry any interest and shall be refunded only after successful completion of the supply of Phosphoric Acid as per this Purchase order after deducting all amounts due to FACT, when the claim period is over.
 - 3.3 The EMD paid can be adjusted towards Security Deposit, if so desired by the Contractor. In case of remittance of the Security Deposit in full, the EMD shall be returned to the Seller.
 - 3.4 The Earnest Money Deposit shall be forfeited if the Security Deposit is not furnished as required within 15 days on receipt of Letter of Intent (LOI).
 - 3.5 The requirement of Security Deposit is exempted in the case of vendors who have supplied Phosphoric acid (Min P2O5 content shall be 52 %) 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.
4. Payment:
 - 4.1 In the case of vendors who have supplied Phosphoric Acid 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 case of Letters of Credit, the acceptance of documents presented by the seller under Letter of Credit shall be after receipt and acceptance of material at Disport”.

The acceptance of documents shall be given within 7 days from the start of discharge of cargo.

In the case of bidders who have not supplied Phosphoric 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.

- 4.2 L/C opening charges and bank charges in India shall be to FACT's account. All charges outside India, including confirmation charges, in case confirmation is required, will be to Seller's account

Current foreign LC charges are as follows;

Foreign LC charges: 0.135% p.a

Charges applied for actual number of days per annum basis.

Inland LC Charges: 0.18% p.a.

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.

- 4.3 L/C will normally be established prior to sailing of vessel. FACT's confirmation that L/C has been opened will be deemed sufficient for this purpose. Any delay in interbank communication shall not be sufficient reason to delay nomination/ loading/sailing of the vessel.

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

5. Shipping Documents:

- 5.1 Seller shall present following shipping documents for payment purpose:

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

The B/Ls to show:

- 1] Import License – Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 - 20
- 2] Purchase Order Number

- 3] L/C reference, if payment is by L/C.
- b] Three signed commercial invoices and three copies of the same based on the Bill of Lading quantity and surveyor's certificate of analysis. The invoice shall show the following:
- 1] B/L No. and date
 - 2] Import License – Free import as per Chapter 2 Para 2.1 of Foreign Trade Policy 2015 - 20
 - 3] Purchase Order No.
- c] Certificate of origin issued by the concerned Chamber of Commerce.
- d] Certificate of weight issued by internationally reputed Independent Surveyor.
- e] Certificate of quality/analysis issued by internationally reputed independent surveyor.
- f] A certificate from the Seller stating that e-mail/fax has been sent to FACT's underwriters for insurance purposes.
- g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.
- 5.2 All charges towards obtaining the above documents shall be to the account of Seller.
- 5.3 Routing of shipping documents shall be as follows:
- 1] A copy each of B/L and Invoice shall be emailed within 2 days of loading/sailing of the vessel to Deputy General Manager (Materials)-Raw Materials, mail id: kennedy@factltd.com and Assistant Manager (Materials)-Raw Materials mail id: nikhilkumar@factltd.com ; FACT Ltd., Udyogamandal
 - 2] Original set of documents to be forwarded to the bank.
 - 3] One set each, comprising of copies of the above documents to be forwarded to;
 - i] DEPUTY GENERAL MANAGER [FINANCE]-BILLS(RM), FINANCE DEPT., FACT LIMITED, HEAD OFFICE, UDYOGAMANDAL, COCHIN, KERALA - 683 501, INDIA.
 - ii] SENIOR OFFICER [SHIPPING], SHIPPING OFFICE, FACT LIMITED, POST BOX NO.3703, WILLINGDON ISLAND, COCHIN, KERALA - 682 009, INDIA.
 - iii] DEPUTY GENERAL MANAGER [MATERIALS]-RM 1, CORPORATE MATERIALS, FACT LIMITED, FACT PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING, UDYOGAMANDAL, COCHIN, KERALA – 683 501, INDIA.
6. Liquidated damages:
The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This value shall be CFR as per the option exercised by FACT.

7. Force Majeure:

7.1 If at any time during the existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, Acts of God and Acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be rescheduled after considering FACT's production requirements and ullage.

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

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

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

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

8. Default:

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

9. Determination of quality and quantity:

9.1 The quality and quantity of each shipment shall be determined at the load port by internationally reputed independent surveyor. The cost incurred towards the services of surveyor (including issue of necessary quality and quantity certificates) shall be to Seller's account. However, FACT reserves the right to inspect the material or have the material inspected by another third party inspector prior to shipment with regard to both quantity and/or quality at FACT's cost, in which case, this certificate of quantity and/or quality shall be final.

9.2 The determination of product quality in respect of each shipment shall be undertaken by the independent surveyor and shall be used in the preparation of the certificate of quality. Two representative samples of each shipment shall be taken by the surveyor, which shall be sealed and signed by the surveyor and the Seller. One sample shall be placed on board the vessel for the consignee and one shall be retained by Seller, as a reference sample for a period of 60 days from the date of completion of discharge unless a dispute has arisen in which case the sample shall be retained until the resolution of such dispute.

9.3 Offers with minimum 52% P₂O₅ of Phosphoric Acid shall only be considered. Bidder shall guarantee the minimum P₂O₅ content in the Phosphoric Acid offered by them. Prorata rebate on CFR value shall be applicable in case P₂O₅

content is below the minimum value guaranteed by the bidder. If the analysis report of the sample taken at discharge port shows adverse variation compared to load port analysis as per FACT's assessment FACT shall intimate the same to Seller within 30 days of completion of discharge. If the difference is less than 0.5% P2O5, seller shall arrange to pay FACT the pro-rata rebate. If the difference is more than 0.5% P2O5 Seller at his option shall arrange for analysis of the reference sample at his cost to the referee laboratory of International repute for analysis. The result of this reference sample shall be binding on both seller and buyer and shall be used for P2O5 prorata rebate. The seller's claim in this regard shall be limited to that of invoice value based on PO price. Accordingly, the payment for difference in P2O5 shall be paid by the Seller within 30 days of receipt of intimation from FACT.

10. Shortage of more than 0.5% from the B/L quantity in weight determined at discharge port by draft survey shall be to Seller's account.

11. Titles and Risk: Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2010, as amended from time to time.

12. Amendment of the Purchase Order:

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

13. Law:

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

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

15. Applicable Law and Settlement of Disputes:

- 15.1 This Order shall be subject to and shall in all respects be governed by Indian Law.

- 15.2 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, India.

- 15.3 Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam, Kerala, India.

16. Seller's Indian Agent:

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

- 16.1 Indian Agent's registration Nos., their permanent income tax account number and GST Registration details.

- 16.2 Amount and nature of commission/remuneration.

- 16.3 As required in instructions to bidders, a copy of terms and conditions of the appointment of the Indian agent including the commission being paid to them to be furnished by the Seller. In case the Seller has no agent in India, the Seller shall certify that they have no agents in India and that no remuneration is to be paid to any Indian Party. If the seller does not indicate the name of his agent or representative in India, and the amount of commission payable to him in the offer, it will be assumed that no agent's commission is involved.
- 16.4 FACT shall deduct the Indian agent's commission, if applicable from the value of the Seller's invoice and pay to the Indian Agent in equivalent Indian Rupees (rate of exchange being the rate at which payment was made to Seller) by cheque, as per the agreed payment terms. In case 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 submitted.
- 16.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.
- 16.6 Should FACT suffer any loss or penalty because of the failure of the Seller to disclose the details mentioned above about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from them damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.
- 17.0 The Purchase Order against the enquiry shall be placed by The Fertilisers and Chemicals Travancore Limited (FACT LTD.). 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 out of or under this order.

Annexure- E
Shipment terms for CFR Purchase

1. Vessel

The vessel to be used for the transportation shall be of highest class Lloyds or equivalent, for carrying Phosphoric 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 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 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.

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 be 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 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 Phosphoric 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 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-D). 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.
-



Annexure - F

COMPLIANCE STATEMENT

Ref: Enquiry No._MAT-RM-PHOS-2022_dated 13/07/2022

We have read and understood the Enquiry Documents against your enquiry no. MAT-RM-PHOS-2022 dated 13/07/2022 and hereby confirms our acceptance to the same except for the deviations listed below:

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

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

Annexure- G

**QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR
SUPPLY OF PHOSPHORIC ACID**

	Description	To be filled in by vendor
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 mine of Producer	
3.2.2	Annual Production Capacity for Phosphoric Acid.	

3.2.3	Typical Analysis Report of Phosphoric Acid produced duly attested by the Applicant's Authorized Signatory showing parameters of specification required by us as given.	(Document to be enclosed)
3.3.0	If Trader:	
3.3.1	Name and address of producer from where Phosphoric Acid is proposed to be sourced	
3.3.2	Annual production capacity of Phosphoric Acid in each mine stated above	
3.3.3	Letter(s) issued by the Producer's authorized signatory confirming to backup with respect to quality and quantity	(Document to be enclosed)
3.3.4	Typical Analysis Report of Phosphoric Acid produced in each mine showing parameters of specification, duly attested by the producer's authorized signatory	(Documents to be enclosed)
4.0.0	Loading Port(s) details:	
4.1.0	Name(s) of the loading port(s)	
4.2.0	Loading rate(s) of the port(s)	
4.3.0	Sailing time from port of loading to 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 Phosphoric Acid in India/abroad for the last three years as on the date of Application for Pre-qualification.	(Details to be given as per Annexure-K and documents indicated therein to be enclosed).
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:	
7.1.0	Indian Agent's Registration Number	
7.2.0	Permanent Income Tax Account Number	

7.3.0	GST Registration details			
7.4.0	Nature of commission/remuneration			
7.5.0	Copy of Terms and Conditions of appointment		(Document to be enclosed)	
8.0.0	Details of Authorized Signatories:			
	Name	Designation		Signature
1				
2				
3				

9.0.0 Any other details:

Place

Signature

Date

Name

Designation (Authorized (Authorized Signatory)

Seal

Notes:

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

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

3.0 **Annexure – I** duly completed also shall be enclosed.

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

Annexure –H
DETAILS OF SUPPLIES:

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

Year	Purchase Order No./ Date	Description of Material	Quantity as per Purchase Order	Client	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge
2019							
2020							
2021							
2022							

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

Place

Name

Date

Signature

Seal

Designation (Authorized Signatory)



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

In the case of Producer :

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

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

In the case of Trader

1. Copy of Purchase Order(s)/Agreement(s) in support of Data furnished in **Annexure H**.
2. Copy of Invoice(s), Bill(s) of Lading for the supplies made in respect of the above.
3. Letter(s) issued by the Producer's Authorized Signatory, confirming to backup with respect to quality and quantity.
4. Copy of Typical Analysis Report of showing parameters of specification as given duly attested by Authorized Signatory.

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

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Ref: Enquiry No. MAT-RM-PHOS-2022 dated 13/07/2022

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

A) List of Scheduled Public Sector Banks

1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

B) List of Scheduled Private Sector Banks

1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Lt



D) FOREIGN BANKS:

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

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- J

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

(TO BE OBTAINED FROM A NATIONALISED BANK ON STAMP PAPER WORTH 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 unconditionally and irrevocably undertake to pay the amount upon first written demand from the company without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demands. Any such demand made by the company shall be binding and 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 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 or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, 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- K

Eng. No. MAT-RM-PHOS-2022 dated 13/07/2022

Basic details of shipment

Port of Loading : -----

Sailing time from port of loading to Cochin : ----- days.

Number of days credit offered from date of BL: -----days.

Interest rate applicable for credit offered : -----% per annum

Arrival at cochin during :

Offer is valid till :

Name of Authorized Signatory:

Signature :

Date:
