

CORPORATE MATERIALS,
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501
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Tender for Supply of MOP in bulk

Enquiry No. MAT-RM-MOP-XI-2023 dated 29/04/2023

Enquiry Notice

1. Background:

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

FACT intends to procure one shipment of 30000 MT +/- 10% Muriate of Potash (MOP) for arrival at Tuticorin port.

The Arrival laycan at Tuticorin port 25th June - 10th July 2023.

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

i) Quantity/ Parcel Size: One shipment of 30000 MT +/- 10% of Muriate of Potash (MOP) each.

ii) Shipment schedule: The Arrival laycan at Tuticorin port is 25th June - 10th July 2023

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.

iii) Offer shall contain the following:

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

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

iv) Price: Both CFR Tuticorin port and FOB load port prices on 180 day's credit basis shall be Quoted. Please note that both FOB and CFR rates are to be quoted failing which the offer is liable to be rejected. FACT shall place the Purchase Order with both FOB and CFR options and reserve the right to accept either the FOB or the CFR option.

v) Franchise: If any, to be indicated.

vi) Specifications: Material supplied should conform to the specifications given in **Annexure-A**.

vii) Terms and conditions: Shall be as per Annexures attached. Please submit bid strictly in accordance with the same. Please note that FACT will arrange insurance.

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3. Rate: Bidder shall quote their rates strictly in the Price Bid Format enclosed as **Annexure K**.
4. Validity of Offer: Offers shall be valid for a period of 15 days from the due date of tender opening and shall not be withdrawn by the party during its validity.
5. Earnest Money Deposit (EMD).

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

Category	Tenderers categorization	EMD
1	Producers / manufacturers of the product.	NIL
2	Any trader / supplier who has a proven track record of satisfactory supplies of at least one shipment of 25000 MT fertilisers in a year in bulk to India for at least two years during the past five years.	USD 1 PMT
3	All other suppliers not covered under Categories 1 & 2 above	USD 2 PMT

The Bank Details are as follows:

STATE BANK OF INDIA
COMMERCIAL BRANCH
VANKARATH TOWERS
PADIVATTOM
COCHIN 682024

CONTACT NOS : BOBEN MATHAI : 8593070731
BRANCH LANDLINE : 0484 - 2340028/29

A/c No : 10590232386
IFSC : SBIN0004062
SWIFT : SBININBB245
TYPE : CC ACCOUNT

Necessary documents shall be provided to prove the exemption criteria.

6. Pre- Qualification Criteria:

The pre-qualification criteria will be as below:

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

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

- a) Copy of Bill(s) of Lading.
- b) Traders have to submit Letter(s) issued by the Fertilizer Producer's Authorized Signatory confirming to backup with respect to quality and quantity along with copy/copies of

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certificate showing all parameters as per FCO specifications, duly attested by the Producer's Authorized Signatory.

Notes:

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

7. **Evaluation will be done on landed cost at Tuticorin Port on shipment basis including Insurance charges, applicable port dues, customs duty, excise duty, Sales Tax etc. based on the CFR price on credit offered from the B/L date and FACT will choose the cheaper option. In case a bidder does not quote for 180 day's credit or has offered credit for a period shorter than 180 days, the same will be loaded with interest @8.25% p.a for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price will be the RBI reference rate on the date of opening of the tender. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered for evaluation. For working out Customs Duty, the Exchange rate will be as declared by Customs for the month of opening of the bid.**

If Payment is by LC, then payment shall be made on the final day of the credit period offered.

If payment is outside LC, then payment shall be made on the final day of the credit period offered subject to arrival of the Shipment at discharge port.

Current foreign LC charges are as follows;

Foreign LC charges: 0.135% p.a

Inland LC Charges: 0.175% p.a.

Charges applied for actual number of days per annum basis.

8. All vessels calling at Tuticorin should have valid P&I and Classification certificates, which should be covered by International Group of P & I Clubs and classified with International Association of Classification Societies as stipulated by the Ministry of Shipping, Govt. of India. If not, necessary relaxation has to be taken by Vessel Owner from Ministry of Shipping, Govt. of India as per circular No.SR-12020/2/2011-MG dated 2 Aug'12 issued by Ministry of Shipping, well in advance of vessel's arrival, failing which permission will not be granted by Port for berthing of vessel.
9. **Payment: Payment shall be on final day of the credit period offered in price bid from BL date by LC. LC 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, shall be to seller's account.**
Payment shall be made on the final day of the credit period offered, subject to arrival of the Shipment at discharge port, if the payment is outside LC.
10. Other Terms and Conditions: All other terms and conditions shall be as detailed in the various Annexures attached along with this enquiry.
11. Bids shall be submitted on a two-part basis, Part A and Part B, as detailed in the Instructions to Bidders (Annexure-B).
Due date / time for submission of bids: 15/05/2023 - 1400 Hrs. IST.
Due date/ time for opening of Bids: 15/05/2023 - 1430 Hrs. IST

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

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12.0 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. 7/10/2021-PPD (1) dated 23.02.2023 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:

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. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of its Legal or Commercial relationship with the producer of the goods, be deemed to be an agent for the purpose of this order. However, a bidder who only procures raw material, components etc. from an entity from the country which shares a land border with India and then manufactures or converts them in to other goods will not be treated as an agent.

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. 7/10/2021-PPD (1) dated 23.02.2023 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 ground for immediate termination and further legal action in accordance with law.

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

Thanking you,

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

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



Annexure-A

SPECIFICATION OF MURIATE OF POTASH (MOP)

Muriate of Potash (MOP) in loose bulk confirming to Indian FCO 1985, with latest amendments and colour shall be Red / Pink.

Annexure B

INSTRUCTIONS TO BIDDERS

1. Definitions:

FACT: Shall mean The Fertilisers and Chemicals Travancore Limited, having registered office at Udyogamandal, Cochin, Kerala and its various Divisions. This enquiry is sent by Corporate Materials, FACT - Head Office, Udyogamandal.

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

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

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

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

3. Earnest Money Deposit (EMD): Shall be as per the clause 5 of the Enquiry Notice.

4. Submission /opening of bids:

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

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

1. Annexure A - Specifications of Muriate of Potash (MOP)
2. Annexure C - Pre-qualification Questionnaire
3. Annexure D - Details of previous supplies
4. Annexure H - Compliance Statement
5. Annexure J - Un-priced copy of Price bid
6. Earnest Money Deposit (EMD) by way of RTGS Payment.
7. All necessary documents in proof of PQ criteria, Category of EMD and Category of SD.
8. Integrity Pact.

Above mentioned documents shall be signed and sealed by the Authorized Signatory of the bidder on all pages. Annexures C and D shall be filled in with all the required details and all supporting documents as required therein shall be attached as part of this document.

Annexure-H shall indicate deviations, if any, in the terms of the enquiry documents (Enquiry Notice and all Annexures) as offered by them, referring the relevant Annexures/clauses.

Bidder shall indicate in the un-priced copy of the Price Bid Format (Annexure J) whether quoted/not quoted against each item. **Bidder shall not indicate rates in the un-priced copy of Annexure J.**

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

All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language.

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

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

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

The sealed envelope containing Part A and Part B bids as above shall be addressed and submitted to the Assistant 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. Even though this enquiry stipulates two-part bid, offers sent by e-mail shall be considered as a special case. Email shall be sent separately as per below;

PART A-Technical bid shall be sent nikhilkumar@factltd.com / sivaram@factltd.com / shima@factltd.com

PART B-Price bid shall only be sent to mop11@factltd.com

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

1) Mrs. Ancy Mathew - Officer (Admin).

Due date and time for submission of bids: 15/05/2023, 1400 Hrs. IST.

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

Due date/Time for opening of Bids:15/05/2023 1430 Hrs. IST

5. Validity of Bid: Bid shall be valid at least till 1800 Hrs. IST on 30/05/2023.

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. Bids shall be free from over writing and all corrections shall be duly attested by the bidder. All rates shall be filled in figures and words. If there is any difference between the amount given in figures and words, the lower of the two shall be considered.
8. The bid shall be signed by authorized persons only.
9. FACT is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason(s) whatsoever. FACT also reserves the right to place order/orders on one or more bidders or cancel this enquiry.
10. FACT reserves the right to extend without giving any reason(s) the closing date/time of the enquiry

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Annexure C

QUESTIONNAIRE FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY OF MOP

	<u>Description</u>	<u>To be filled in by vendor</u>
1.1.0	Name of the vendor	
1.2.0	Full address with PIN code	
1.3.0	Telephone Numbers	
1.4.0	E-mail ID	
1.5.0	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 MOP in each mine.	
3.2.3	Typical Analysis Report of MOP produced in each mine 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	

	MOP is proposed to be sourced		
3.3.2	Annual production capacity of MOP in each mine stated above		
3.3.3	Letter(s) issued by the MOP Producer's authorized signatory confirming to backup with respect to quality and quantity	(Document to be enclosed)	
3.3.4	Typical Analysis Report of MOP produced in each mine showing parameters of specification as per FCO, duly attested by the producer's authorized signatory	(Documents to be enclosed)	
4.0.0	Loading Port(s) details:		
4.1.0	Name(s) of the loading port(s)		
4.2.0	Loading rate(s) of the port(s)		
4.3.0	Sailing time from port of loading to Tuticorin		
5.0.0	Third party inspection agency/ agencies to be involved for certifying quality and quantity at load port		
6.0.0	Documentary evidence for sale of Fertilizer in India/abroad for the last three years as on the date of Application for Pre-qualification.	(Details to be given as per Annexure-D and documents indicated therein to be enclosed).	
7.0.0	In case the applicant proposes to operate through his Indian agent or if the applicant is the Indian agent:		
7.1.0	Indian Agent's Registration Number		
7.2.0	Permanent Income Tax Account Number		
7.3.0	GST Registration details		
7.4.0	Nature of commission/remuneration		
7.5.0	Copy of Terms and Conditions of appointment	(Document to be enclosed)	
8.0.0	Details of Authorized Signatories:		
	Name	Designation	Signature
1			
2			



3				
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9.0.0 Any other details:

Place

Signature

Date

Name

Designation(Authorized Signatory)

Seal

Notes:

- 1.0 All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
- 2.0 Wherever enclosures are specified in the questionnaire, the same shall be enclosed.
- 3.0 **Annexure – D** duly completed also shall be enclosed.
- 4.0 FACT reserves the right to verify any of the statements enclosed along with the Application for Pre-qualification. Any additional information/ documents required shall also be furnished. False statement shall disqualify the Applicant.

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Annexure –D

DETAILS OF SUPPLIES:

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

Year	Purchase Order No./ Date	Description of Material	Quantity as per Purchase Order	Client	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge
2019							
2021							
2022							
2023							

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

Place

Name

Date

Signature

Seal

Designation (Authorized Signatory)

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

In the case of Producer :

1. Copy of Bill(s) of Lading for the supplies made in respect of the above.
2. Copy of certificate of Fertilizer produced in each mine, showing parameters of specification as given in FCO.
- 3.. Copy of Audited Balance Sheet/Annual Report for the last three years.

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

In the case of Trader:

1. Bill(s) of Lading for the supplies made in respect of the above.
2. Letter(s) issued by the Fertilizer Producer's Authorized Signatory, confirming to backup with respect to quality and quantity.
- 3.Copy of certificate of Fertilizer produced in each mine, showing parameters of specification as given in FCO duly attested by Producers Authorised Signatory
- 4.Copy of Audited Balance Sheet/Annual Report for the last three years.

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

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Annexure-E

TERMS AND CONDITIONS OF PURCHASE

1. The Purchase Order is placed with both FOB and CFR option and FACT reserves the right to exercise the FOB or the CFR option on a shipment to shipment basis including partial shipments, if so agreed by FACT. In case of FOB option, FACT shall arrange for fixing the vessel for which Seller shall allow a minimum period of three weeks after confirming the firm load port laycan along with complete load port details. If FACT is not able to nominate a suitable vessel in this period, FACT shall exercise CFR option immediately on receipt of NOC from Transchart. Seller shall then make CFR arrangements for the agreed laycan only.
- 1.1. Seller shall furnish firm laycan well in advance so that the activities required for vessel fixture by FACT or CFR arrangements by Seller are made smoothly after obtaining NOC from Transchart. The Seller shall not be absolved from his obligations under the contract, citing insufficient time for making CFR arrangements. Shipment terms for FOB contract and those for CFR contract shall be as given in Annexure F & G respectively of this Document.
2. Taxes and Duties:
All levies, taxes and duties in the Seller's country shall be to Seller's account and in India to FACT's account.
3. Security Deposit:
The Seller shall furnish Security Deposit as below within 10 days from the date of Purchase Order in cash or by Bank Guarantee from a Nationalized / Scheduled / Foreign bank in the prescribed proforma. If Bank Guarantee is issued from a foreign branch of an Indian Bank, then confirmation from Indian branch is necessary. If Bank Guarantee is issued from a foreign bank then counter guarantee from Indian Bank is necessary. Bank Guarantee shall be kept valid for a minimum period of 6 months, with a further claim period of 6 months. Validity shall be further extended on demand as per terms of our BG Proforma.

Sl.no	Tenderers categorization	Performance Guarantee Bond (Security Deposit)
1	Producers / manufacturers of the product.	1% of contract value.
2	Any trader / supplier who has a proven track record of satisfactory supplies of at least one shipment of 25000 MT fertilisers in a year in bulk to India for at least two years during the past five years	3% of contract value
3	All other suppliers not covered under Categories 1 & 2 above	3% of contract value

The Bank Details for RTGS payment towards Security deposit are as follows:

STATE BANK OF INDIA
COMMERCIAL BRANCH
VANKARATH TOWERS
PADIVATTOM
COCHIN 682024

A/c No : 10590232386
IFSC : SBIN0004062
SWIFT : SBININBB245
TYPE : CC ACCOUNT

(OR)

Bank of Baroda , Ernakulam Main Branch, Pallimukku, cochin
CC Account No. 05600200000142
Swift Code : BARBINBBERN

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The RTGS remittance towards SD has to be made and UTR Number shall be informed to us by email.

4. Payment:

4.1 Payment: **Payment shall be on final day of the credit period offered in price bid from BL date by LC.** LC 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, shall be to seller's account.

Payment shall be made on the final day of the credit period offered, subject to arrival of the Shipment at discharge port, if the payment is outside LC.

4.2 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 Independent Surveyor.
e] Certificate of quality/analysis issued by independent surveyor meeting all parameters as per Annexure A.
f] A certificate from the Seller stating that email has been sent to FACT's underwriters for insurance purposes.
g] A certificate from the seller to the effect that the goods supplied is in accordance with the relative purchase order.
h] Stowage plan.

5.2 In case the successful bidder is proposing to make the sale on high sea sale basis, the sale shall comply to the latest Government of India guidelines and seller shall provide all the necessary documents.

5.3 All documents required for payment of GST on freight shall be provided, by seller.

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

5.5 Routing of shipping documents shall be as follows:

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

- 1] FACT MARKETING DIVISION, UDYOGAMANDAL, COCHIN - 683 501
headfertilisermarketing@factltd.com and arunkumar@factltd.com .
- 2] FACT FINANCE DIVISION, COCHIN, KERALA STATE, INDIA – 683 501
deepam@factltd.com and divya.s@factltd.com
- 3] FACT MATERIAL DIVISON, PD ADMIN BUILDING, FACT LTD., UDYOGAMANDAL, COCHIN – 683 501.
sivaram@factltd.com; shima@factltd.com and nikhilkumar@factltd.com

6. Liquidated damages:
The agreed shipment dates shall be firm and shall be treated as the essence of the contract. Any delay in effecting the shipment shall render the Seller liable for liquidated damages at the rate of 1/2% of the value of the shipment for every week or part thereof delay subject to a maximum of 2% of the value of the shipment. This value shall be either FOB or CFR as per the option exercised by FACT.
7. Force Majeure:
 - 7.1 If at any time during the existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotions, sabotage, quarantine restrictions, Acts of God and Acts of Govt. [including but not restricted to prohibition of exports or imports], fires, floods, explosions, epidemics, strikes, embargoes, then the date of execution of contract shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices, etc.
 - 7.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above, shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
 - 7.3 If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim damages.
 - 7.4 The Seller and/or FACT who is unable to fulfill their obligations under the contract shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party, of the existence and termination of the circumstances preventing the performance of the Contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.
 - 7.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.
8. Default:
In the event of any default by the Seller in executing the Purchase Order in accordance with the specifications and/or terms and conditions of the Purchase Order, FACT may terminate the Purchase Order without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.
9. Determination of quality and quantity:
 - 9.1 The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.

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- 9.2 FACT reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by FACT and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.
- 9.3 Irrespective of whether FACT appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from Internationally Reputed Inspection Agency to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.
- 9.4 For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.
- 9.5 Sample shall be drawn by Central Fertilizer Quality Control Laboratory in India or any other lab nominated by Govt. of India /respective state for the purpose. The quality so determined based on analysis done by Central Fertilizer Quality Control Laboratory any other lab nominated by Govt. of India /respective state at discharge port shall be final and binding on supplier. Referee analysis shall be as per the FCO guidelines.
- 9.6 In case the cargo is not meeting the FCO specifications, the cargo will be rejected. The supplier shall refund cost of material and all the consequential handling and the distribution cost thereof immediately on FACT's first demand failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.
10. Weighment:
Weighment shall be as determined by draft survey conducted through an independent internationally reputed surveyor/inspection agency appointed by FACT at the port of discharge. The payment shall be based on B/L quantity or drafts survey whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly.
- In such cases, supplier shall refund cost of damaged cargo or quantity received short from the B/L quantity based on draft survey at the port of discharge immediately on FACT's first demand failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.
11. Title and Risk
Title to the goods and risk shall pass from Seller to FACT as per INCOTERMS 2000, as amended from time to time.
12. Amendment of the Purchase Order:
Any amendment or modification to this Purchase Order shall be made in writing with the concurrence of the Seller, where required.
13. Law:

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

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

15. Arbitration:

If any dispute(s) arises out of or relating to or in connection with this contract, between the Contractor and the Owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in English. Any legal proceedings relating to 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. and their permanent income tax account number.

16.2 Amount and nature of commission/remuneration.

16.3 A copy of terms and conditions of the appointment of the Indian agent including the commission being paid to them shall be furnished along with the bid. In case the Seller has no agent in India, the Seller shall certify that they have no agents in India and that no remuneration is to be paid to any Indian Party. If the seller does not indicate the name of his agent or representative in India, and the amount of commission payable to him in the offer, it will be assumed that no agents' commission is involved.

16.4 FACT shall deduct the Indian agent's commission, if applicable from the value of the Seller's invoice and pay to the Indian Agent in equivalent Indian rupees (rate of exchange being the rate at which payment was made to Seller) by cheque, as per the agreed payment terms. In case the Indian Agents are foreign controlled company as defined under section 28 of the Foreign Exchange Regulation Act, 1973 or any other act as in force, certificate/permission from Reserve Bank of India/Government of India as the case may be that they are entitled to do the agency business and receive commission from buyers should be enclosed along with the bid.

16.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.

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

17. This Purchase Order is placed by FACT, The Fertilisers and Chemicals Travancore Limited. It is expressly made clear that the Government of India is not a party to this Purchase Order and has no liabilities, obligations or rights on this order.

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Annexure-F

SHIPMENT TERMS FOR FOB CONTRACT

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

Annexure-G

SHIPMENT TERMS FOR CFR CONTRACT

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

As per Shipping Development Circular issued by DG Shipping, cargo vessels visiting an Indian Port on the East Coast or plying in the Indian territorial waters in the Bay of Bengal or the Indian EEZ during the period of foul weather (being 1st June to 31st August), shall be less than 25 years of age. In case the ship chartered by the supplier is 20 years or more of age, the shipping agents of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owners' / suppliers' account and the same shall be excluded while calculating the lay time. Overage premium of insurance shall be to sellers account.

DGS ORDER on Age Norms and other Qualitative Parameters w.r.t. vessels, F No 16-1701 I/5/2022-SD-DGS Dated 24.02.2023 [DGS Order No. 06 of 2023] shall be strictly followed.

- 3 Discharge rate :

Tuticorin: 8000 MT PWWD SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Tuticorin Port Trust.
- 4 Demurrage Rate and Despatch Rate: Shall be indicated by Seller while nominating the vessel. [Despatch rate shall not be less than half of the demurrage rate]
- 5 Discharge Port : 1/2 SB Tuticorin.
Cost of shifting between berths including bunker fuel used shall not be borne by FACT and time used in shifting shall not be counted as laytime or time on demurrage. Deviation will be suitably loaded for evaluation.
- 6 Arrival draft at Tuticorin: Maximum 10.7 meter.

In case arrival draft exceeds permissible draft, lightening to be arranged by Seller at their own risk and cost including time lost. It shall be Seller's responsibility to ensure that the vessel arrives with the permissible/available draft at Tuticorin whichever is less.
 - (a) The vessel shall give free use of all available gear for discharging as also lights for night work on board. Seller shall allow free use of gear, winches and derricks. If all gear's are not available, discharge rate to be reduced proportionately.
 - (b) Cost of opening and closing of hatches shall be to ship owners / supplier's account and time used not to count as lay time.

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- (c) Overtime to the account of party ordering the same. Officers" / Crews" overtime to be always for supplier's / ship owner's account.
- (d) Time consumed by the vessel in moving from the discharge port / anchorage to anchorage / discharging berth will not count as lay time.
- (e) All expenses and costs arising from the failure of the machines/equipments of the vessel, or if the vessel is pulled out from the berth on account of safety reasons by the port to be on the account of sellers.
- 7 The following vessel details shall be furnished by Seller while nominating vessel, by email to headfertilisermarketing@factltd.com addressed to General Manager [M] F.
- i] Flag
 - ii] Classification
 - iii] Year of built
 - iv] GRT/NRT, LOA & Draft
 - v] Registered owners
 - vi] Operators
 - vii] Charterers
 - viii] P&I club
 - ix] Hull U/W & terms of cover
 - x] Particulars of performance of vessel's last 2 voyages.
 - xi] Agents at load port and discharge port.
 - xii] Demurrage and despatch rates.
- 8 Expected loading days and arrival date at Tuticorin shall be intimated to FACT for each shipment while nominating the vessel in conformity with the Purchase Order.
- 9 Insurance:
- The vessel chartered by Seller shall be as per DGS ORDER on Age Norms and other Qualitative Parameters w.r.t. vessels, F No 16-1701 I/5/2022-SD-DGS Dated 24.022023 [DGS Order No. 06 of 2023] shall be strictly followed and shall be of the highest Lloyd's or equivalent classification, failing which Seller shall be liable for any additional insurance premium paid or payable by us. Any extra insurance and customs duty thereon due to age/class/flag/GIC non-approval of vessel shall be to Seller's account. Same shall be deducted from the Seller's bills. War risk premium for vessel and crew bonus, if any payable to vessel owners as per C/P for calling at nominated load port is to be borne by Seller.
- 10 On completion of loading, sailing details such as quantity, B/L No. and date, loadport, ETA Tuticorin and value shall be sent by email to headfertilisermarketing@factltd.com Deputy General Manager [M]F, Deputy General Manager Materials[Mat] sivaram@factltd.com / shima@factltd.com/ nikhilkumar@factltd.com and FACT's under writers, details will be intimated later.
- 11 Seller shall obtain, from the carrier at his own expense on board shipped, Ocean Bill of Lading, clean and transferable in the name of FACT, dealing only with the cargo as per the Purchase Order to Tuticorin, India and courier the copies of the Shipping documents.
- 12 The sailing progress of vessel shall be reported to Deputy General Manager [M] F by email to headfertilisermarketing@factltd.com at least 72 hours before arrival, stating the anticipated hour of arrival. Similar notice shall be given at least 48 hours, 36 hours and 24 hours in advance of the ETA of vessel and thereafter any change every 1 hour.
- 13 Lay time: Based on discharge rate of 8000 MT PWWD SHEX EIU. In SHEXEIU, "H" standing for "Holiday" shall mean the holidays declared by the Tuticorin Port Trust.

N.O.R. time: NOR shall be tendered during official working hours only, i.e. between 09:30 hrs to 17:00 hrs from Monday to Friday and 09:30 hrs to 12:00 hrs on Saturday.

Laytime shall commence only 24 hours after the receipt and acceptance of Notice of Readiness [N.O.R.] as above and shall end on completion of discharge.

Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.

- 14 Berthing delay on account of any reason over which FACT has no control including but not limited to tide not being available or other such natural causes, vessel missing the last pilot of the day, etc., shall not be included in laytime.
- 15 Any delay in commencing discharge on account of delay in obtaining the free pratique customs clearance, immigration, etc., by the vessel's agents and any port charges on this account shall not be to FACT's account.
- 16 If the vessel is unable to complete unloading within the allowable laytime, due to any cause attributable to FACT, FACT shall pay to Seller demurrage at the rate agreed to or as per C/P whichever is lower. Despatch rate shall not be less than half of the demurrage rate. Demurrage/despatch shall be settled within 30 days of mutual acceptance of laytime statement.
- 17 If, however, demurrage is incurred at the port of discharge by any reason over which FACT have no control including but not limited to fire, explosion, storm or by strike, lockout stoppage or restraint of labour by breakdown of machinery or equipment in or about the plant/unloading facilities of FACT or any other force majeure circumstances, no demurrage shall be payable.
- 18 FACT shall not be liable for any demurrage in the event of the vessel coming prior to or after the laydays stipulated by FACT. In case of early arrival, vessel shall be deemed to have given NOR at 9:30 hrs on the first working day of the lay days given by FACT.
- 19 At discharge port, dues on vessel shall be for the Seller's account, but dues on cargo including import duties, taxes and customs duties shall be to FACT's account.
- 20 In case documents are not made available to FACT prior to arrival of vessel, delivery order shall be issued by Seller's/Vessel Owner's agents to FACT's representatives at Tuticorin against ordinary Letter of Indemnity issued by FACT. Freight to be pre-paid. Any delay, damages or costs in obtaining the delivery order for discharging the cargo from vessel owners/agents on account of non-settlement of dues to owners/port by Seller/Seller's agents or for any reason not attributable to FACT shall be to Seller's account.
- 21 Consignee:

DEPUTY GENERAL MANAGER (M) F,
FACT LTD, EEC BUILDING, MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501

Notify party:

FACT MARKETING DIVISION,
UDYOGAMANDAL, COCHIN - 683 501

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- 22 Vessel/crew shall comply with all rules and regulations of Tuticorin Port Trust.
23. In case of comingled / combined cargo FACT's product shall be loaded in separate hatches.
- 24 All other terms and conditions shall be as per relevant charter party. The provisions stipulated in this Purchase Order shall however supercede those of the charter party wherever they are found to be at variance to each other.



Annexure - H

COMPLIANCE STATEMENT

Ref: Enquiry No. MAT-RM-MOP-XI-2023 dated 29/04/2023

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM-MOP-XI-2023 dated 29/04/2023 and hereby confirm our acceptance to the same except for the deviations listed below:

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

Name of Vendor:

Name & Designation of Authorized Signatory:

Seal & Signature:

Date:

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Annexure- J

Enquiry No. MAT-RM-MOP-XI-2023 dated 29/04/2023
(UN-PRICED COPY OF PRICE BID)

Sl. No	Price elements	Whether Quoted or Not
1	FOB price with 180 days credit period	Quoted / Not quoted
2	CFR price with 180 days credit period	Quoted / Not quoted
3	Franchise discount	Quoted / Not quoted
4	Other Discounts	Quoted / Not quoted
5	Arrival at Tuticorin	During / Not quoted
6	Loading Port/ Load Port Lay can of Shipment	Load Port..... / Not During quoted

The number of credit days offered is -----

Offer is valid till:

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

Note: a. **Payment shall be made on the final day of the credit period, if the payment is by LC.**
b. **Payment shall be made on the final day of the credit period offered, subject to arrival of the Shipment at discharge port, if the payment is outside LC.**
c. **The number of credit days offered shall be applicable to all the price elements at SL No 1 to 4 above.**

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Annexure - K

Enquiry No. MAT-RM-MOP-XI-2023 dated 29/04/2023

Part B- Price Bid

Sl. No	Price elements	Quote
1	FOB price with 180 days credit period	USD Per MT
2	CFR price with 180 days credit period	USD Per MT
3	Franchise discount	USD Per MT
4	Other Discounts	USD.....Per MT
5	Arrival at Tuticorin:	During
6	Loading Port/ Load Port Lay can of Shipment	Loadport.....During.....

Offer is valid till:

Name of Bidder:

Signature of Authorized Signatory

Date:

Place:

Seal:

Note: a. **Payment shall be made on the final day of the credit period, if the payment is by LC.**
b. **Payment shall be made on the final day of the credit period offered, subject to arrival of the Shipment at discharge port, if the payment is outside LC.**
c. **The number of credit days offered shall be applicable to all the price elements at SL No 1 to 4 above.**

Annexure - L

LIST OF FACT APPROVED BANKERS FOR BANK GUARANTEE:

Ref: Enquiry No. MAT-RM-MOP-XI-2023 dated 29/04/2023

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

A) 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



C) 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 – M

**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 The 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 Seller) for the supply of and whereas it is one of the conditions of the said purchase order that the Seller shall either remit a sum of 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 Seller.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above 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 Seller 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 demand. Any such demand made by the Company shall be binding and conclusive as regards the amount due and payable by the bank under the Guarantee

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

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

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase order 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

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terms and conditions of the said Purchase order 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 Purchase order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Seller or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Seller or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

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

Our guarantee shall remain in force until Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding 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 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, 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 and Twenty-three

For (Name of Bank) :

Authorized Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee.