



CORPORATE MATERIALS,  
PETROCHEMICAL DIVISION ADMINISTRATIVE BUILDING  
UDYOGAMANDAL, KOCHI, KERALA, INDIA - 683 501  
TEL: 00 91 484 2568233/2568363  
Email: akash@factltd.com/shima@factltd.com/msbala@factltd.com

**Enquiry No. MAT-RM-S-3 dated 23/09/2025**

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

We invite your most competitive bid in two parts against open e-tender for supply of Bright Yellow Crude Sulphur in bulk through e-procurement portal <https://eprocure.gov.in> as per the details given below:

1. **Product** : Bright Yellow Crude Sulphur  
as per Specifications vide Annexure-A attached
2. **Quantity: Up to 20000 MT**
3. **Shipment Schedule:** Arrival laycan at Cochin Port is **before October 20<sup>th</sup>, 2025.**

**Note:**

**If shipment is not available in the requested arrival laycan, the bidders may offer the nearest available arrival laycan which shall be considered if no offer matching the requested laycan is received.**

4. 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: **29/09/2025 - 1000 hrs. IST.**

Due date/ time for opening of Bids: **29/09/2025 - 1030 hrs. IST.**

5. The following **Eligibility criteria** shall be applicable for bidders:

**A) Producer:**

- (i) Should have facilities to produce at least 50,000 MT per annum of formed Sulphur (i.e. in the form of granules / prills / pellets) meeting the chemical specification as per Annexure A.
- (ii) Should have supplied to any buyer (in India or outside) at least one shipment of 15000 MT or above of formed Sulphur during any one of the preceding three years as on the date of opening of PART A of bid.

Bidder shall submit proof of supplies on CFR Basis i.e. B/L and any other document as applicable.

**B) Trader:**

- (i) Should have supplied to any buyer (in India or outside) at least one shipment of 15000 MT or above of any bulk cargo like Sulphur, Rock Phosphate, Fertilizers, Minerals such as Iron Ore, Coal, etc. on CFR basis during any one of the preceding three years ending as on the date of opening of PART A of bid.

Bidder shall submit proof of supplies on CFR Basis i.e. B/L and any other document as applicable.



- (ii) Shall submit Letter(s) issued by the Sulphur Producer's Authorized Signatory confirming to backup with respect to quality and quantity.

**6. Price:**

Prices shall be firm and on dry basis. Bidder shall quote cash price (at sight) as well as interest for a credit period of minimum 30 days and up to 180 days from B/L date as per Price Bid Format given in Annexure C.

Both FOB and CFR rates shall be quoted failing which the offer shall be rejected. FACT shall place the LOI with both FOB and CFR options and reserve the right to accept either the FOB or the CFR option and place Purchase Order accordingly

The bidders shall quote, compulsorily demurrage rate of the vessel in the BOQ.

**7. Earnest Money Deposit (EMD):**

**Bidder shall submit USD 1 (One US Dollar) PMT as Earnest Money Deposit (EMD) by RTGS/NEFT/TT.**

For further details and exemptions, please refer cl. No.2 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:**

Evaluation will be done on landed cost at Cochin Port including Insurance charges, applicable port dues, customs duty, etc. based on the CFR Cochin price on cash basis and with 180 day's credit and FACT will have the option to 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 @**7.90%** p.a for the balance period up to 180 days for evaluation. Exchange Rate for conversion of CFR price and customs duty will be SBI Bill Selling 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.

**Bidder shall offer minimum credit period of 30 days, failing which offer shall not be accepted.**

1. The prevailing rate of interest for cost of fund to FACT will be applicable. Present rate is **7.90 %** p.a.

2. The prevailing charges for TT and LC payments as applicable to FACT will be applicable and loaded for evaluation,

Current foreign LC charges are as follows;

Foreign LC charges: 0.01% p.a

Inland LC Charges: 0.16% p.a.

Charges applied for actual number of days per annum basis.

Present TT charge is Rs.2750+GST.

Demurrage rate shall be quoted in BoQ. In case more than one bidder is L1, the demurrage rate of the vessel quoted in BOQ shall be considered for evaluation.

**10. Payment:** Payment terms shall be as per clause 4 of Terms and Conditions of Purchase (Annexure-D)

**11. Other Terms and conditions:** Shall be as per Annexures D, E & F.

**12. 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

13. **Validity:** The offer is expected to be valid for acceptance for a minimum period of 15 days from the date of opening of Part-A bids.
14. Indigenous manufacturers are requested to quote in Indian Rupees. Import vendors are to quote in USD. If indigenous manufacturers quote in USD, the payment will be based on the Exchange Rate as per RBI reference rate on the date of opening of the tender and payment will be made in Indian rupees. If the date of opening is a Bank holiday, the exchange rate of the previous Bank working day will be considered.
15. 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.
16. **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. F.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 No. F.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 offer within the stipulated date and time.

Thanking You

For The Fertilisers and Chemicals Travancore Limited

Balakrishnan M S  
Deputy General Manager (Materials) RM



Enclosures:

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| 1.  | Annexure – A | - Specifications of Sulphur                       |
| 2.  | Annexure – B | - Instructions to Bidders                         |
| 3.  | Annexure – C | - Price Bid Format - BoQ                          |
| 4.  | Annexure – D | - Terms and Conditions of Purchase                |
| 5.  | Annexure – E | - Shipment Terms for FOB Purchase                 |
| 6.  | Annexure – F | - Shipment Terms for CFR Purchase                 |
| 7.  | Annexure – G | - Compliance Statement                            |
| 8.  | Annexure – H | - <b>Deleted</b>                                  |
| 9.  | Annexure – I | - Unpriced copy of Price bid Format               |
| 10. | Annexure – J | - Questionnaire for bidders for supply of Sulphur |
| 11. | Annexure – K | - List of Banks                                   |
| 12. | Annexure – L | - Proforma of Bank Guarantee for Security Deposit |
| 13. | Annexure – M | - Format for Integrity Pact                       |
| 14. | Annexure – N | - Draft Purchase Order                            |
| 15. | Annexure – O | - Draft LC  |
| 16. | Annexure – P | - Certificate                                     |