



CORPORATE MATERIALS  
(RAW MATERIALS PURCHASE)

Petrochemical Division  
Administration Building  
Udyogamandal, Cochin – 683 501  
Ph: 0484 2568267 / 2568620 / 2568233

**E-mail: sheshappriyan@factltd.com/barjees@factltd.com/msbala@factltd.com**

## ENQUIRY NOTICE

### **Enquiry No. MAT-RM-PHOS-2026-III dated 18/05/2026**

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 against two-part open e-tender for supply of Phosphoric Acid (P<sub>2</sub>O<sub>5</sub>: 46-53%, Typical). Bids are invited on e-procurement portal <https://eprocure.gov.in> as per the details given below:

1. Product : Phosphoric Acid (P<sub>2</sub>O<sub>5</sub> 46-53%, Typical) as per Specifications vide Annexure-A attached.

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

2. Quantity and Shipment Schedule: Quantity shall be supplied as detailed below:

Quantity of Phosphoric Acid Solution	Arrival Lay can at Discharge Port
12,000 MT +/- 5%	On or before 20 <sup>th</sup> June 2026

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

**FACT retains the right to accept deviation in parcel size (subject to Note given below) for the shipment at its sole discretion, in case of offers suiting our requirement are not received.**

**Note: The above quantity of Phosphoric Acid solution is with P<sub>2</sub>O<sub>5</sub> 46-53%, (Typical). The maximum parcel size shall not exceed the quantity mentioned above for each shipment, irrespective of the P<sub>2</sub>O<sub>5</sub> concentration.**

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

The final arrival schedule of shipment and parcel size of shipment shall be as mutually agreed, also by considering the availability of ullage in storage tank at Cochin Port for receiving successive shipments including shipments already concluded.

3. **Due date / Time for submission of bid: 26/05/2026 / 14.00 hrs. IST.**  
**Due date / Time for opening of bid: 26/05/2026 / 14.30 hrs. IST**
4. The offer shall be valid for 7 days from date of bid opening.
5. Price: Price offered shall be 100% P<sub>2</sub>O<sub>5</sub> CFR basis.



“ $\alpha$ ” (Premium or Discount), if any, shall be quoted in the price bid attached with the tender documents (Annexures – C).

The final Applicable Price of Phosphoric Acid for the shipment shall be Final Basic Price applicable for the Quarter +/-  $\alpha$

- a. Final Basic Price shall be the lowest CFR India Price (in USD per MT of P2O5) of Phosphoric acid reported in Argus Phosphates for the quarter in which the shipment is loaded.
- b. “ $\alpha$ ” is the Premium or Discount, if any, quoted in the Priced bid in the tender and shall be held firm during the period of contract.
- c. The date of loading will be the Bill of lading Date.
- d. The offered rates shall be inclusive of 30 day’s credit - CFR Cochin

In case of Indian vendors 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.

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

6. Evaluation will be done (100% P2O5 basis) on landed cost at Cochin Port on the CFR 30 day’s credit for each shipment. The L-1 shall be evaluated based on USD 1360 +/-  $\alpha$  (USD 1360 PMT P2O5 is the final CFR India price for the quarter April – June 2026 and  $\alpha$  is offered Premium or Discount, if any, in the price bid) including Insurance charges, applicable port dues, customs duty etc. (Insurance charges, applicable port dues, customs duty etc. shall be calculated based on USD 1360 +/-  $\alpha$ ). The USD 1360 +/-  $\alpha$  shall be inclusive of CFR 30 day’s credit price PMT P2O5. Any deviations taken from tender terms shall be suitably loaded.

Exchange Rate for conversion of CFR price will be the 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.

Note: In case more than one bidder is L-1, the lowest demurrage rate quoted for the vessel shall be considered for L1 determination.

7. Offer shall contain the quantity committed and firm  $\alpha$  (Premium or Discount), if any, quoted in the price bid. Conditional bids with clause “Delivery, Shipment etc. subject to availability of suitable vessel” shall be liable to be rejected.

8. Eligibility Criteria will be as below:

The Bidder 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) Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Phosphoric Acid Manufacturer.



- (iii) Experience in supply of at least one shipment of 10,000 MT Phosphoric Acid solution on CFR basis in bulk during any of the preceding three years as on the date of submission of offer.

**Proof of supplies on CFR basis - BL and any other document if required shall be submitted.**

Or

#### **B. Trader**

- (i) Bidder shall have experience in supply of at least one shipment of 10,000 MT Phosphoric Acid solution or any liquid cargo on CFR basis during the preceding three years as on the date of submission of offer.

**Proof of supplies on CFR basis - BL and any other document if required shall be submitted.**

- (ii) Trader shall submit Manufacturer's back up as below-

- a. Certificate issued by the Phosphoric Acid Manufacturer's Authorized signatory confirming to back up the trader, with respect to quality and quantity.
- b. Copy of analysis report, showing all parameters as per FACT specifications, duly attested by the Authorized Signatory of the Phosphoric Acid Manufacturer.

9. Earnest Money Deposit (EMD): EMD to be furnished as per cl. No.5 of Annexure B (Instructions to Bidders) of the enquiry.

10. Payment: Payment shall be as per cl. No.3 of Annexure E (Terms and Conditions of Purchase) of the enquiry.

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

12. Bidder shall submit the bid before 14:00 hrs. IST on the due date (ref. clause 3 above), in CPP portal <https://eprocure.gov.in>. Bids sent by e-mail, post or in any other mode the same shall not be acceptable.

13. The following points may be noted while submitting the offer:

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

- b. If payment quoted is through LC, bank charges as below will be loaded for evaluation: Current 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.

14. 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. 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 as per Annexure N:

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.

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



**Enclosures:**

1	Annexure – A	Specifications of Phosphoric Acid.
2	Annexure – B	Instructions to Bidders.
3	Annexure – C	Price Bid Format
4	Annexure – D	Unpriced Bid
5	Annexure – E	Terms and Conditions of Purchase.
6	Annexure – F	Shipment Terms for CFR Purchase
7	Annexure – G	Compliance Statement.
8	Annexure – H	Questionnaire for Bidders for the supply of Phosphoric Acid
9	Annexure – I	List of Banks
10	Annexure – J	Proforma of Bank Guarantee for Security Deposit
11	Annexure – K	Integrity Pact
12	Annexure – L	Draft Purchase Order
13	Annexure – M	Draft LC Proforma
14	Annexure – N	Certificate