

Date 16.12.2021

To,

Sub : Global tender for sales of Cyclohexane Oxidation Product from Anone-II plant of Caprolactam-II.

You are invited to send your most competitive offer in a sealed cover to _____ such as to reach us latest by _____, with validity to be of a minimum period of 30 days from submission of the offer.

Critical dates & Particulars for Tender Enquiry Submission:

Sr. No.	Particulars	Details
1	Tender Enquiry (T.E.) No.	GT/ Product/2021-22
2	Tender Issue Date	17.12.2021
3	Tender Requirement	Sales of Cyclohexane Oxidation Product
4	Tender Closing Date (Last Date & Time For Submission Of Bid)	16.01.2022, 1700 hours
5	Bid Submission In Single Or Two Stage	In Single stage and offline through sealed cover sent through courier.
6	Bid Validity	30 days
7	Tender To Be Addressed To	Executive Director - OPII

Offer received after the due date and time shall not be considered and no subsequent correspondence shall be entertained in this context.

In addition to the terms and conditions stipulated hereunder in the enquiry, while submitting the offer, please also note the following carefully and strictly follow the instructions.

General Terms & conditions:

Seller: Seller means and includes Gujarat State Fertilizers & Chemicals Ltd. (GSFC) (here after referred to as "SELLER"), or any officer/committee nominated by competent authority on its behalf.

Buyer: Buyer means and includes the Firm/Company/Society/Proprietary firm (hereafter referred to as "BUYER" in whose favor- Sales order or Proforma Invoice to be issued by the authorized officer of the seller.

Contract: Contract means and includes Tender Enquiry, general and special instructions issued from time to time by SELLER, tender documents, letter of acceptance of bid, accepted schedule of rates (SOR), Evaluation Criteria, formal agreement, SALE ORDER, and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.

If any information submitted by a tenderer at any time is found to be false after the award of the contract or it is discovered that some information having a material bearing on the contract is suppressed, GSFC Ltd. reserves the exclusive right to terminate the contract forthwith without any prejudice to any right, remedies, claims, etc. that may be available to GSFC Ltd.

Postponement of tender opening date:

The SELLER shall have rights to postpone the tender opening date and/or time and place. If any change with regard to opening of tender is effected, the same shall be notified on our website.

Acceptance/rejection of bids/tenders:

To accept or reject any bid in whole or in part shall be the sole discretion of SELLER. The SELLER shall not be liable to specify reasons of such acceptance/rejection. No further communication in this regard from the tenderers shall be entertained. SELLER has discretion to allocate the quantity to one or more tenderers in the manner deemed fit in the commercial interest of the SELLER. The SELLER reserves the right to continue or scrap the tender based on the final evaluation and commercial interest of the SELLER.

Tender terms and condition for Sales of organic product**Specifications:****A. Column / Location : K130 Bottom (De-Watering Column)**

B.	Phase :	Liquid
	Temperature:	Generated at 115 ~ 117°C.
	Colour:	From Yellow to Brown
	Odour:	Irritant
	Composition:	Typical Laboratory Analysis
		– Organic compounds (90 - 92 % wt.)
		– Water (8 - 10% wt.)
		– Cobalt < 20 ppm
		– Iron (Traces)
		– Ash (0.01 % Max.)

Water solubility: in organic liquid is about 12 % wt. Max.

Water content: in one organic liquid phase is about 15 % wt.

Elementary compositions of water-free mixture:

C	55 - 70% wt.
H	7 - 11% wt.
O	24 - 34% wt.

Solid particles: periodically about 1 % wt. (tar components and Adipic Acid crystals)

Density at 60 °C: 1100 kg/m³ and at 120 °C - 1050 kg/m³

Viscosity at 60 °C: 45 – 60 cP and at 100 °C = 5 – 15 cP

Lower heating value: 5000 – 6000 kcal/kg (dry mass)

Note – For any clarification for this tender enquiry and technical details, interested parties may contact, Mr. P R Shah, prshah@gsfcltd.com, 02653093285

Quantity: Minimum 500 MT per month. Higher quantity, i.e. 500 – 1200 MT per month (final quantity shall be subject to availability from plant on time to time basis) It will be discretion of GSFC to decide about selling full/part quantity and in one or more than one lot and hence your price should be valid accordingly.

Price: THE PRICE SHALL BE ON EX-WORKS BASIS ONLY. THE PRICE SHALL BE IN INR OR USD BASED ON THE APPLICABILITY OF LEGAL STATUS OF BUYER IN INDIA. ANY STATUTORY TAXES AND LEVIES SHALL BE CHARGED EXTRA AS APPLICABLE.

FOR BID EVALUATION PURPOSE, THE RBI (RESERVE BANK OF INDIA) EXCHANGE RATE (FOR USD TO INR) ON THE CLOSING DATE OF TENDER SHALL BE TAKEN.

DEPENDING UPON THE PRICE BIDS RECEIVED AGAINST THE TENDER, SELLER AT ITS OWN DISCRETION MAY OPT TO NEGOTIATE THE FINAL PRICE IN THE COMMERCIAL INTEREST OF THE SELLER.

Payment terms: 100 % advance payment only. For the payment made to GSFC, sufficient documents showing payment made to designated account may also be furnished.

Order Validity: One year from the date of issuance of Sales order.

While submitting offer, the bidder must indicate name and address of Buyer/purchasing agency/customer/importer through whom the material is to be purchased, otherwise bid/offer will not be considered.

Test certificate / Quality certificate: The material shall be tested in GSFC laboratory and required certificate shall be given by plant / Central Lab. In case the customer wants to ensure the quality at the time of dispatch, third party testing may be done by them at their own cost.

Every care will be taken in packing and dispatching goods but our responsibility for shortages, losses, delay or damage ceases after the delivery at our Works.

GSFC shall provide documents like Test Certificate, Commercial Tax invoice and MSDS. Other statutory documents to be arranged by the Buyer.

Rejection: Material is offered on “As is where is” basis. The sold material shall not be taken back in any case.

Force majeure:

If at any time during the continuance of this contract, either party is unable to perform the whole or in part any obligation under this contract because of any unforeseen and uncontrollable circumstances including but not limited to war, hostility, civil commotion, sabotage, quarantine restrictions, acts of god and acts of government (including but not restricted to prohibition of exports or imports) , fires, floods, explosion, epidemics, pandemics, strikes, embargoes, closure of discharge berth, natural calamities etc. then the date of fulfillment of engagement shall stand suspended during the prevalence of such circumstances.

Any waiver/extension of time in respect of the lifting/supply of any installment or part of the goods occasioned due to the reasons in (i) above shall not be deemed to be waiver / extension of time in respect of the remaining lifting/supply.

Upon commencement of any such circumstances, the affected party shall have to immediately intimate the other party about occurrence of any such force majeure which practically prevented the affected party from performance of the contract. The affected party shall update the other party the development of the circumstances from time to time. Upon cessation of the force majeure, the affected party shall immediately intimate the other party of such ceasing and shall take all initiatives for resumption of performance of the contract.

The affected party, at all times, shall make all reasonable efforts to minimize the losses that may occur to both the parties to this agreement, due to occurrence of such force majeure.

If operation of such circumstances exceeds six months, the parties shall mutually decide and shall be entitled to refuse further performance of the contract or termination of the contract in which case neither party shall have the right to claim eventual damages from each other.

If Material is not available due to Shutdown of the plant, any disturbance or Low Inventory, the seller reserves the right to refuse obligation for a time being and can ask for extension to fulfill the commitment.

Dispute Resolution & Arbitration: In case of any dispute arising out of or in relation to this contract, the matter shall first be referred to the senior management of both the parties, who shall discuss the point of disagreement and come to a settlement within 30 days from reference.

If such dispute yet remains unresolved, the same shall be referred to arbitration to be conducted under the provisions of the Arbitration & Conciliation act, 1996 which shall be conducted as per the institutional rules of the Indian Council of Arbitration. The Arbitration shall be conducted by an arbitral panel consisting of sole arbitrator, to be appointed from the maritime panel of arbitrators of the Indian council of arbitration

Governing Law & Jurisdiction

The competent courts in Vadodara, Gujarat, India shall have exclusive jurisdiction to deal with any such dispute and the governing law shall be the Indian law

Confidentiality and non-disclosure:

All information relating to quality, price, negotiated terms of enquiry/ contract/charter party etc., and every other information exchanged between the parties, shall be subject of strict confidentiality. The parties shall be absolutely responsible to ensure that no unauthorized use, copy, publication, discloses or otherwise deal with any such sensitive information happens to any third party without prior written approval from the disclosing party.

The defaulting party shall indemnify the non defaulting party in case the non-defaulting party suffers from any harm or monetary loss/damage owing to unauthorized disclosure of information by the defaulting party to any third party who uses such confidential information for their personal gain/ monetary gain.

Each party agrees to protect the confidential information of the other with the same standard of care and procedures used by each to protect its own confidential information of similar importance but at all times using at least a reasonable degree of care.

Default:

In the event of failure of lifting or purchase of the material, it is implied that the seller shall have the option to cancel the contract or a portion thereof and, if so desired, to sell the material to other parties at the risk and cost of the buyer. Also differential cost & opportunity loss such as loss of business etc. will be reimbursed or charged to the original buyer in case of any event of default.

All the above terms and conditions will be a part of the contract terms.

Thanking you,

Yours faithfully,

For and behalf of Gujarat State Fertilizers & Chemicals limited