



INDIAN POTASH LIMITED

POTASH BHAWAN, 10-B, RAJENDRA PARK, PUSA ROAD, NEW DELHI-110060.
CIN : U14219TN1955PLC000961

NOTICE INVITING TENDER (NIT) FOR PURCHASE OF IMPORTED AMMONIUM SULPHATE, CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO)

TENDER NO.: IPL/AS/2026-27/01 DATED: 24-APRIL-2026
AMENDMENT NO. 01 DATED 28-APRIL-2026

IMPORTANT DATES

Last Date & Time of Submission : 07.05.2026 up to 1130 hrs. IST
Date & Time of Opening of Tender : 07.05.2026 at 1230 hrs. IST
Website for Online bid Submission : <https://www.indianpotash.org>

Note: After successfully uploading of Bids electronically, Bidders are requested to submit their Bids in two Sealed Envelopes – “Technical Bid” and “Price Bid” to IPL Corporate Office, New Delhi at above address.

Contacts in case of query related to Tender submission procedure:

- 1) IPL Helpline Number: 011-41424728 (10.00 a.m. to 5.00 p.m.)
- 2) Mr. Pankaj Joshi (Tel: 011-46737168 / Mob# 8582857161), E-Mail: pankaj.joshi@potindia.com
- 3) Ms. Rimpay Chadha (Tel: 011-45647891 / Mob# 9811288231), E-Mail: rimpychadha@potindia.com
- 4) Mr. Siddhartha Singh (Tel: 011-43011602/Mob# 9811818394), E-Mail: siddhartha.singh@potindia.com

TENDER DOCUMENT		
<u>THIS TENDER DOCUMENT CONTAINS:</u>		
Sr. No.	Documents	Item details
1	NIT	TENDER DOCUMENT
2	ANNEXURE-A	PROCESS COMPLIANCE
3	ANNEXURE-I	SPECIFICATIONS FOR AMMONIUM SULPHATE, CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO)
4	ANNEXURE-II	SCALE OF PENALTIES
5	ANNEXURE-IIIA	TECHNO COMMERCIAL BID-COVERING LETTER FORMAT
6	ANNEXURE-IIIB	TECHNO-COMMERCIAL BID FORMAT
7	ANNEXURE-IV	PRE-CONTRACT INTEGRITY PACT
8	ANNEXURE-V	BID BOND PROFORMA
9	ANNEXURE-VI	PROFORMA FOR PERFORMANCE GUARANTEE BOND
10	ANNEXURE-VII	GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO CONTRACTS
11	ANNEXURE-VIII	FORMAT FOR LETTER OF AUTHORITY
12	ANNEXURE-IX	DISCHARGE RATE FOR DIFFERENT INDIAN PORTS
13	ANNEXURE-X	QUANTITIES BEING OFFERED FOR SHIPMENT FROM LOADPORTS
14	ANNEXURE-XI	APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB
15	ANNEXURE-XII	VESSEL NOMINATION FORMAT

**TENDER FOR PURCHASE OF 3 LMT IMPORTED AMMONIUM SULPHATE,
CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO)**

Tender No. : IPL/AS/2026-27/01 Dated 24-APRIL-2026

- I. IPL invites offers on Company's letter head of bidders for purchase of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) in bulk, both on FOBT and CFR FO basis at one/two safe berths, one/two safe Indian port(s) for shipment from Load ports **latest by 15-AUGUST-2026**. Kindly note that **FOB offers can only be submitted by Producers (Category – I bidders). It is mandatory for Category II and Category III bidders to quote both FOB & CFR prices.** IPL reserves the right to accept bids either on FOBT basis or CFR FO basis or not to accept any bid at all.
- II. The Tender document can be downloaded from IPL's website i.e. <https://indianpotash.org> **Corrigendum/Addendum, if any shall be published on the website.** Detailed terms and conditions of import of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) shall be as per the tender terms which are integral part of this Notice Inviting Tender (NIT). The entire Tender document would also form part of the Contract.
- III. The bids are to be submitted through electronic mode for which bidders may log on to website <https://indianpotash.org> The bid bonds in original are required to be submitted physically in sealed envelopes to be dropped in tender box placed at IPL, Potash Bhawan, 10-B, Rajendra Park, Pusa Road, New Delhi-110060, before the closing time of receipt of tenders as above. Offers submitted without original bid bond shall not be considered. The offers in the prescribed format should be submitted by **1130 Hours IST on 7-MAY-2026**. Bid bonds should be kept valid up to **12-JULY-2026**.

In case of Telegraphic Transfer, Bank details are as follows:
NOSTRO – SWIFT CODE - BKTRUS33 - NOSTRO A/c 4009539 WITH DEUTSCHE BANK TRUST COMPANY AMERICAS 60 WALL STREET MAIL SUITE NYC60-0501 NEW YORK,NY 10004 UNITED STATES NEW YORK,NY
BENEFICIARY A/C WITH INSTITUTION - SBININBB174, STATE BANK OF INDIA, CORPORATE ACCOUNTS GROUP BRANCH –CHENNAI
BENEFICIARY: INDIAN POTASH LIMITED, CHENNAI, CASH CREDIT ACCOUNT NO. 10242276413
- IV. Bids with open origin of goods are not acceptable. Bidders shall clearly state origin country(ies) of goods being offered in their technical bid. Bids offering material from countries of origin against which sanctions have been imposed / facing sanctions shall not be considered and price bids of such tenders shall not be opened. Further bidder shall ensure that no entity/individuals/promoters involved in the supply chain are facing/have sanctions of any nature and IPL shall not be held liable or responsible in any manner whatsoever if the bidder/supplier fails to adhere to this requirement. Bidders shall submit a specific undertaking to this effect along with the bid.
- V. IPL reserves the right to reject any or all the offers without assigning any reasons whatsoever.

VI. BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

PART-I: TECHNO-COMMERCIAL BID: i.e. Technical and Un-priced commercial Bid should contain following:-

1. **Packet 1:** Scanned copy of “Process compliance statement for Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo)” (**Annexure-A**) printed on bidder’s letter head with duly signed by appropriate authority.
2. **Packet 2:** Scanned copy of self-attested supporting documents as per the NIT requirements as below:
 - a. Complete set of IPL’s Tender Document duly signed and stamped as a token of your acceptance of all terms and conditions of tender without any deviation.
 - b. Complete specifications of the material offered
 - c. Undertaking for country of Origin of product offered.
 - d. Letter of Authority in favour of local agents (as per **Annexure-VIII**) on Principal foreign company’s letter head, duly signed and stamped by the ‘Authorised Representative (AR)’ of the Principal foreign company, including attestation of local agent’s signatures by the Principals.
 - e. Board’s Resolution/Letter of Authorization on Principal foreign company/firm’s letter head duly authorizing the AR.
3. **Packet 3:** Scanned copy of dully filled “Technical Cum Commercial Bid” on bidders letter head as per (**Annexure-IIIA & Annexure-IIIB**) signed and stamped by appropriate authority.
4. **Packet 4:** EMD details- Scanned copy of ‘EMD payment Slip/ BID BOND’. Bidder shall furnish EMD as applicable to their respective category of vendor as mentioned in the NIT clause No.6.00. However, **while submitting e-bid on website bidder to specify the EMD amount of Rs.1,00,000 (Rupees One lakh only) as shown against EMD details field of e-tender.** Copy of Original Bid Bond as per IPL’s format at **Annexure-V** towards EMD (Considering Plus Tolerance).
5. **Packet 5: Integrity Pact** as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
6. **Packet 6:** Details of quantities being offered and country of origin as per **Annexure-X**.
7. **Packet 7: Pre-qualification Documents (Refer Clause no. 5.00 of NIT) :** · Documentary evidence to be furnished for supply of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) into India (B/L, Invoice, etc.) (For Category II suppliers)
 - Latest Bank reference report (For Category II & III suppliers)
 - Credit Rating Report (Category III suppliers).
 - Copy of their agreement with the Producer OR Support letter from Producer (Category III suppliers). **In case there are more than one origin, Support letter for every origin is required (Category III suppliers),**
 - **For Category-II suppliers, year-wise details of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) (Fertilizer Grade) supplied to India in the last seven**

years namely Name of buyer, quantity supplied, period of supply etc. to be furnished alongwith Documentary evidence for supply of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) into India (BL/Invoice, etc).

8. Packet 8 :

A declaration from the bidder on their letterhead that they are not blacklisted or put on holiday by any Fertiliser Company in India.

PART-II: PRICED BID:

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Name of the bidder, FOB price and Freight. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system). **The "Price Bid" should be submitted duly signed and stamped by the Bidder in sealed envelope.**

The prices will be evaluated outside the e-procurement system.

Vendor should quote prices in BOQ only. Offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.

Please read following instructions before filling & submission of BOQ sheet:

1. Please save your BOQ sheet (Price bid) without changing it's name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given.
 2. For any queries and help please contact IPL Helpdesk Number-011-41424728 or contacts given on first page of Tender documents.
 3. **Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only.**
Bidders Name: Kindly put complete name of bidding firm/company

(i) FOB Price: Kindly put the 'FOB Price at sight in US\$ PMT' against each item. Blank field/cell will be considered as a 'regret' for that item.

(ii) Freight Charges: Kindly put the 'Freight charges upto discharge port in US\$ PMT' against each item. In case, the bidder offers only FOB price and not entered freight charges in BOQ, then the offer will be considered on FOB basis only.
- VII. The offer should be submitted latest by **1130 HRS IST of 7-MAY-2026** and the offer must be kept valid for acceptance upto to **2000 Hrs IST of 13-MAY-2026** failing which offer will be summarily rejected. Bid Bond should be kept valid for a period of two months from the last date of validity of offer i.e. up to **12-JULY-2026**.
- VIII. Offers having conditions/deviations are liable to be rejected at the sole discretion of IPL. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.
- IX. Marine Insurance shall be arranged by IPL or its Receivers. Premium paid, if any, for

Overage vessel will be to the account of supplier.

- X. Interested Bidder(s) are required to enter into an Integrity Pact with IPL as per prescribed format (**Annexure-IV**). Only those Bidders who sign an Integrity Pact with IPL in the prescribed format and submit the same along with other tender documents in Techno-Commercial Bid, shall qualify to participate in the tender process.

AFTER SUCCESSFUL UPLOADING OF BIDS ELECTRONICALLY, BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS IN TWO SEALED ENVELOPES I.E. "TECHNICAL BID" AND "PRICE BID" TO INDIAN POTASH LIMITED, POTASH BHAWAN, 10-B, RAJENDRA PARK, PUSA ROAD, NEW DELHI-110060.

ANNEXURE-A

FORMAT FOR PROCESS COMPLIANCE
Process Compliance Form

(Tenderers are required to print this on their company's letterhead and sign, stamp before uploading in Packet-1)

To
M/s. Indian Potash Limited
Attention:

Sub: Acceptance to the Process related Terms and Conditions for the Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) Tender.

Dear Sirs,

This has reference to the Terms & Conditions for e-Tender mentioned in the NIT No. IPL/AS/2026-27/01

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering and this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if IPL has to carry out tender again due to our mistake, IPL has the right to disqualify us for this tender.
- 6) We confirm that IPL shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering website due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
- 7) We agree and confirm that we have read, understood and accept the Special Instructions to the contractors / bidders for the e-submission of the bids online.
- 8) We do authorize IPL for seeking information/clarification from our/my bankers having reference in this bid.
- 9) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal
Name –
Designation within Company / Organization –
Company / Organization –
E-mail Id:
Tel no:
Mobile no.:

**TENDER FOR PURCHASE OF IMPORTED AMMONIUM SULPHATE, CAPROLACTUM
GRADE (WHITE CRYSTALLINE CARGO IN BULK) FERTILISER GRADE**

Tender No. : IPL/AS/2026-27/01 dated 24-APRIL-2026
Amendment No. 1 dated 28-APRIL-2026

Tender Issue Date		24-APRIL-2026
Tender Closing Time/Date	1130 hrs. (IST)	On 7-MAY-2026
Tender Opening Time/Date (Techno Commercial Bids)	1200 hrs. (IST)	On 7-MAY-2026
Tender Opening Time/Date (Price Bids of qualifying bidders)	1230 hrs. (IST)	On 7-MAY-2026 Entire process will be conducted in an open transparent manner.

IPL invites offers in Two Bid System for import of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) Fertilizer Grade, both on FOBT and CFR FO basis for shipment from Load ports by **15-AUGUST-2026**.

Detailed tender terms and conditions are as under.

1. ITEM/SPECIFICATIONS:

Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) (in bulk) as per specifications given in **Annexure-I**. Acceptable deviations with scale of penalties are given in **Annexure-II**.

2. DELIVERY SCHEDULE:

- Schedule of deliveries for Shipment from Load ports latest by **15-AUGUST-2026**.
- In case of multiple Bills of lading for one vessel, the date of Bill of lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel.

Timely Shipment is the essence of the contract and shall be treated as firm. Any delay in effecting contracted shipments will render sellers liable for breach of contract and shall be dealt as per Serial No. 17 below i.e. Default.

3. PACKING: Loose in bulk.

4. VALIDITY:

Offers should be valid for acceptance up to **2000 hours IST on 13-MAY-2026**.

5. PRE-QUALIFICATION CRITERIA:

Category I	Producers.
Category II	Reputed international traders those who have supplied the material (Fertilizer product) in bulk to India for at least two years in last seven years. The shipment quantity in each case shall be of minimum 20,000 MTs +/-10% in bulk.
Category III	<p>All other bidders not covered under Category I & II above.</p> <p>i. Copy of their agreement with the Producer OR Support letter from Producer</p> <p>ii. A latest Bank reference report.</p> <p>iii. Credit rating report from any of the following International Credit Agencies :- ></p> <p>Dun & Bradstreet</p> <p>> Moody's</p> <p>> Standard And Poor</p> <p>The report shall not be more than six months old in case of new supplier. In respect of supplier(s) who have supplied Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo), the report shall be not be older than one year from the date of the bid submission (Documentary evidence such as BL/Invoice etc. to be submitted for the same).</p> <p>Credit rating has to be minimum satisfactory or equivalent.</p>

6. BID BOND/EARNEST MONEY DEPOSIT:

Bidders whether producers, accredited suppliers and other suppliers including traders with sole selling rights from the producers/trader(s) will be required to furnish unconditional Bid Bond in US Dollars only in the prescribed format as at **Annexure-V**.

Bid Bond/Earnest Money Deposit (EMD) to be furnished are as per following scale:-

		BID AMOUNT
Category I "Producers"	All producers submitting bids directly or through their authorized representatives/ agents in India and offering their own produce.	NIL
Category II "Accredited suppliers"	Accredited suppliers who have successfully supplied to India for at least two years in the last seven years.	US\$ 1.00 PMT or equivalent Indian Rupee
Category III "Other Bidders"	All other bidders not covered under Category I & II above.	US\$ 2.00 PMT or equivalent Indian Rupee

The Bid Bond value should be calculated on the basis of total quantity (plus tolerance) of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo), which has been offered by the Bidder under this tender.

Bid Bond/Earnest Money Deposit (EMD) can be accepted in Indian Rupees. Bid Bond/Earnest Money Deposit (EMD) shall not carry any interest. At the time of refund of EMD amount, Exchange rate differential loss will be on the Bidder account.

Bid bond shall be furnished / issued or counter guaranteed from IPL approved list of banks as per **Annexure-XI**.

Bid Bonds should be kept valid for a period of two months from the last date of validity of offers i.e. up to **12-JULY-2026**.

Original Bid Bond (Hard copy) towards EMD should reach IPL on or before the due date & time of tender opening.

7. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE BOND:

Successful bidders will have to submit **UNCONDITIONAL PERFORMANCE BANK GUARANTEE(PBG)/PERFORMANCE BOND** in US\$ strictly as per IPL's format at **Annexure-VI** within 10 days from acceptance of offer (i.e. issuance of Letter of Award - LOA) by the Buyer, failing which Bid Bond/EMD shall be forfeited. PBG/Performance Bond in equivalent Indian Rupees will be acceptable. The value of PBG/Performance Bond for different categories of Bidders shall be as follows:-

PBG/PERFORMANCE BOND AMOUNT (In US\$ or Equivalent Indian Rupees)		
Category I	All Producers	NIL
Category II	Accredited suppliers	@ 1% of the value of the Contract including plus Tolerance
Category III	All other bidders not covered under category I and II above	@ 2% of the value of the Contract including plus tolerance

Note: At the time of refund of PBG amount, Exchange rate differential loss will be on the Supplier / Seller account.

The PG bond shall be furnished / issued or counter guaranteed from IPL approved list of banks as per **Annexure-XI**. Bid Bond of the successful bidders will be released only after acceptable PBG has been received within the prescribed period. It shall be the responsibility of the sellers to ensure that prescribed PBG/Performance Bond is received by the buyer within 10 (ten) days from the acceptance of offer (i.e. issuance of LOA) failing which Bid Bond amount shall be forfeited. No deviations whatsoever in the PBG/Performance Bond proforma are acceptable. PBG/PERFORMANCE BOND will be released only after receipt of discharge port Joint Draft Survey and Analysis Reports and recovery of penalties, settlement of despatch/ demurrage, liquidated damages and dead freight/any other claim.

The Buyer shall have the right to forfeit the PBG/PERFORMANCE BOND in case Seller fails to perform all or any of their obligations under the Contract or supply material short than the contracted quantity as revealed by the Joint Draft Survey at the discharge port or if penalties are levied due to quality deviations (nutrients/ moisture/particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage, liquidated damages due to delay in shipments and/or any other recoveries are not settled by the Seller. The validity of the Performance Bank Guarantee (PBG) shall be for **a period of 12 months** from the date of issue of LOA.

Buyer's decision in this regard shall be final and binding on the sellers.

8. PAYMENT TERMS:

Without prejudice to Buyer's right to recover the damages, payment shall be effected through Letter of Credit payable at sight. IPL shall establish L/C (Irrevocable, non transferable and non-assignable) covering 100% value of the contracted quantity including plus tolerance after receipt of signed contract, acceptable Performance Bank Guarantee in the prescribed proforma as provided in the standard contract and nomination of Vessel .

9. INSPECTION FOR QUALITY AND QUANTITY:

- (a) IPL reserves the right at its option to have the material inspected before shipment with regard to quality and specifications. The Seller shall tender the material for inspection to the agency that may be nominated by IPL / receiver.
- (b) 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.
- (c) Certificate of Inspection so obtained by the Sellers to the effect that the material is in accordance with the quality specifications laid down in the contract shall accompany the shipping documents.

10. FINAL WEIGHT & QUALITY OF CARGO:

- (a) Sellers & Receivers at the discharge port will appoint, at their own cost an independent surveyor for conducting joint draft survey. Final weight as determined by Joint draft Survey conducted at the discharge port shall be treated as final.
- (b) The weight of cargo shipped determined by joint draft survey at discharge port would be final and binding on the Seller for the purpose of payment of shortages as compared to B/L weight. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly.
- (c) Buyers and/or its Receivers' representative shall draw samples for determining the quality of the cargo at the port of discharge through an independent reputed Inspection Agency and/or opt for the mandatory inspection from Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad or any of its regional laboratory which will be

- informed to supplier before the arrival of the vessel. The quality so determined at discharge port shall be final and binding on the Seller. The cargo shall also conform to 'standard' as analyzed by Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory.
- (d) The Seller should nominate its representative to supervise the draft survey and draws of samples at discharge port at his own expenses. IPL will advise the port of discharge at the time of finalizing the contract/after sailing of Vessel.
 - (e) The Seller would be liable for shortage in quantity as revealed by the Joint Draft Survey at discharge port vis-à-vis the Bill of Lading quantity and the amount of penalties levied by Receivers on account of deviations in quality (nutrients, moisture and particle size) on the basis of discharge port analysis as per (c) above vis-à-vis specifications in the contract would be recovered, without any demur or reference to the seller from the value of the PG Bond executed by the Seller in case the Seller fails to remit the amount promptly. The Seller should make good such recoveries made by Receivers through payment to IPL directly within 15 days of written intimation by IPL.
 - (f) Performance Guarantee Bond to be executed by the Seller will be required to be kept valid till discharge port results, in respect of weight and quality, and amount of penalties and despatch/demurrage/dead freight/detention charges or any other claim etc. are settled and performance would be deemed to be completed only after that. All efforts will be made to finalize the accounts within 180 days from the date of completion of discharge of the cargo of last shipment of the contract. In case of any delay due to unforeseen circumstances, sellers expressly undertake to extend the validity of P/G Bond beyond 12 months at the request of the Buyers.

11. REJECTION OF CARGO:

In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs thereof immediately on Buyer first demand within 7 days of buyer demand, with value date being the date of initial payment to the seller, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller without waiting for Umpire analysis or the result of Umpire Analysis.

12. UMPIRE ANALYSIS:

- (a) The Buyer and/or Receiver's representative and the Seller's representative must be present at the time of sample collection at discharge port. The IPL's Receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratory and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory only.
- (b) In case of dispute about quality, the Seller has right for umpire analysis. In such circumstances reference sample will be sent to the umpire laboratory and Umpire Analysis would be done in all the parameters and the result of umpire laboratory will be binding on both Seller and Buyer. The cost of umpire analysis will be borne by the losing party. The

umpire analysis will be done by a reputed Inspection Agency nominated by IPL and/or its Receiver. The umpire agency shall be one of the laboratories notified for the referee analysis in the Fertilizer Control Order 1985 (as amended upto the date of tender closing) and will be the one other than the load port/discharge port Inspection Agency. The seller shall have the right to select atleast 3 (three) eligible laboratories for umpire analysis, out of which IPL and/or Receivers shall nominate one agency. Seller will be ineligible for asking for Umpire analysis in case, he/his representative does not sign the sample slip/ relevant documents or is not present at the time of collecting the representative sample drawn by representative of surveyor/ inspection agency nominated by IPL or its nominee.

- (c) In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship-owners/foreign suppliers and Receivers etc. refusing to sign or signs under protest the Joint draft survey report, IPL and/or its Receiver may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire agency will be the one other than the load port Inspection Agencies as well as discharge port inspection agencies nominated by ship owners, sellers and Receivers. The decision of Umpire Surveyors will be binding on both seller and buyer. The cost of Umpire agency survey shall be equally borne by the parties.
- (d) The penalties for deviations in specifications found at discharge port will be recovered on the basis of scale given in **Annexure-II**.

13. SHIPPING TERMS:

As per **Annexure-VII**.

14. INDIAN AGENTS COMMISSION:

No agency commission to be paid by IPL. However, if any, shall be paid by the suppliers directly including commission payable to foreign controlled companies.

- 15. CORRESPONDENCE ADDRESS:**
THE GENERAL MANAGER (PORT OPERATIONS)
INDIAN POTASH LIMITED
POTASH BHAWAN,
10-B, RAJENDRA PARK, PUSA ROAD,
NEW DELHI – 110060, INDIA.

Offers deficient / incomplete / conditional / received late and/or not accompanied by unconditional BID BOND/EMD or not in conformity with tender conditions are liable to be summarily rejected. IPL reserves the right without assigning any reason to accept or reject any offer including the lowest offer. IPL is not bound to accept the lowest offer.

- 16.** Offer once made cannot be withdrawn by the party during its validity.

17. DEFAULT:

The supplier must note that timely shipment /delivery of the material is essence of the contract and shall be treated as firm. However, under any circumstances if the supplies get delayed and the supplier fails to effect shipment/deliver the material within the time

stipulated in the contract, the same shall be treated as breach of contract unless specifically extended by the Buyer in writing. Under such situation, it is agreed that the Buyer shall have the following options to safeguard its interest:-

(a) To accept late shipment (Full or part) with any one of the following conditions:

- (i) To recover as liquidated damages and not by way of penalty/ damages , for the period after the material was due, until actual delivery or until the Buyer secures the material or other material of similar description from other sources, a sum equivalent to 2% of the contract value of the undelivered material per month, or part thereof.

OR

- (ii) To accept the supplies (full or part) of the delayed shipments, subject to seller's confirmation of the revised lower prices intimated by the Buyer, based on the prevailing market import prices in India.

(b) To not accept the late shipment with any one of the following conditions:

- (i) Buyer with notice to seller shall source the delayed quantities (full or part) of the likely similar description of material (readily available in the market) at the sole risk and cost of the seller and claim all the related losses/damages from the seller towards breach of the contract.

OR

- (ii) To cancel the contract or a portion thereof for supply of full or part quantities without any further notice and to forfeit the PBG/Performance Bond submitted for the successful performance of the contract.

- (c) Further in addition to (a) and (b) above, the buyer reserves the right to debar the seller from participating in one or more future tenders invited by the Buyer.

However, the buyer reserves the right to invoke the PG bond submitted by the seller for ensuring performance under this contract without assigning any reason/loss/damages or any other situation. The seller shall have no recourse to the PG Bond invocation.

Decision taken by the Buyer in this regard will be conclusive and shall be binding on the Seller.

18. IMPORTANT POINTS FOR CAREFUL CONSIDERATION:

- (a) In case the Principal bidder authorize a local agent to submit the offer/price bid on their behalf, 'Letter of Authority' (strictly as per the enclosed proforma at **Annexure-VIII**), on Principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the principal foreign company must be submitted along with the Techno-commercial Bid. In addition to above, Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR should also be submitted.
- (b) Bidders must also indicate the name, designation, telephone (office/residence/ mobile),

- fax nos. etc. of the person who is authorized to negotiate the business.
- (c) Incomplete offers/offers not conforming strictly to specifications as well as to tender conditions prescribed within the tender documents will not be considered /liable to be rejected.
 - (d) PG Bond to be released by Buyers only after receipt of discharge port joint draft survey and analysis reports, recovery of penalties, short landing, settlement of LP/DP dispatch/demurrage, liquidated damages, dead freight etc.
 - (e) In case of Bidders offering more than one load port/discharge port at sellers' option at the time of making an offer, the option for choosing the load port/discharge port would rest with IPL. Offers with more than one load port/discharge port at sellers' option would be liable for rejection at the sole option of IPL.
 - (f) Bidders should quote only the firm quantities in the offer.
 - (g) In the event, a bidder offers multiple cargoes at different prices at one coast (WCI/ECI) and the L1 price emerges out of the cargoes offered by the bidder, it would be mandatory for the bidder to accept the L1 price for the full quantity offered by the bidder for that coast.
 - (h) Bidders to offer quantities for each coast separately.
 - (i) Supplier must indicate the origin of the material, the name of load port and facilities at loading port with restrictions, if any, along with firm lay days and firm freight from load port to discharge port in India (all India range).
 - (j) IPL reserves exclusive right to accept bids either on FOBT basis or CFR FO basis or not to accept any bids at all, at its sole discretion.
 - (k) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by IPL for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment.
 - (l) In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.
 - (m) One agent cannot submit a bid on behalf of more than one Principal/OEM in the same tender.
 - (n) The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.
 - (o) IPL's decision shall be final and binding on all bidders.

19. EVALUATION CRITERIA:

- a. The offers received in the tender shall be evaluated based on shipment-wise quoted rates on overall lower to higher basis (L1 upwards) for each coast separately and quantity shall

be allocated to the bidders for each port as per the requirement by the Buyer, from L1 upwards coast-wise without considering port wise lowest bids from the suppliers. The relative shipment-wise ranking /hierarchy of bids (lower price to higher price for each coast) obtained after opening of the Price Bids, shall prevail till the finalization of the tender, except for the L-1 Bidder of each coast (for L-1 refer NIT Clause no. 18 (g)).

- b. Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) is likely to be procured at various discharge ports in India. In order to meet discharge port-wise quantity requirements, IPL may place order on more than one bidder. For this purpose, IPL, at its sole discretion, may decide to counter offer discharge port-wise CFR rate **and/or** load port-wise FOB rates (in case corresponding CFR rates are not quoted), based on the lowest rates/offers received against the Tender and other relevant factors (if any).

20. INTEGRITY PACT:

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (**Annexure-IV**), which may be deemed to have been signed by IPL. The Bidder(s) and IPL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crores shall sign IP with IPL after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.

21. JURISDICTION:

The CONTRACT shall be deemed to have been entered into at New Delhi and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the New Delhi Courts.

22. GOVERNING LAW:

The contract shall be constructed and governed by Indian Law.

23. FORCE MAJEURE:

- i. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of 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, explosions, epidemics, strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- ii. Any waiver /extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

- iii. If operation of such circumstances exceed three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- iv. The party which is unable to fulfill its engagements under the present contract must within 7 (Seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer or the country where the Load port is located shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.
- v. The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

24. DISPUTES/ARBITRATION:

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or breach thereof which remains unresolved for a period of more than 30 days from the date of written request from one of the party, the matter shall be referred to the sole arbitrator agreed upon between the parties or failing upon such agreement, to be nominated under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.

The decision or award so given by the sole Arbitrator shall be final and binding on the parties. The Venue of the arbitration shall be at NEW DELHI. The language of the arbitration shall be in English

25. IPL reserves the right to accept or reject any bid including the lowest offer, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall IPL have any obligation to inform the affected bidder or bidders of the grounds for IPL's action.

(AUTHORISED SIGNATORY)

ANNEXURE-I**SPECIFICATIONS FOR AMMONIUM SULPHATE, CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO) (BULK) FERTILISER GRADE****Description**

The material shall be in the form of free flowing Granules, shall be free from visible impurities and dust. The material must be chemically treated and coated and reduce Hygroscopicity.

Note

The material shall be considered free flowing at the time of unloading. If the Granules separate from each other, the lumps of crust formed in the hatches of vessels are broken with slight pressure of fingers into separate prills and if the cliffs formed near the walls of the hatches can be broken by slight pressure with bamboo sticks / or iron rods.

The material shall also comply with the requirements specified in the Table below :

AMMONIUM SULPHATE, CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO)

Sl. No.	Characteristics	Requirements
1.	MOISTURE PER CENT BY WEIGHT, MAXIMUM	1.0
2.	AMMONIACAL NITROGEN PER CENT BY WEIGHT, MIN.	20.5
3.	SULPHATE SULPHUR (AS S) PER CENT BY WEIGHT, MINIMUM	23.0
4.	FREE ACIDITY (AS H ₂ SO ₄) PER CENT BY WEIGHT, MAX. (0.04 FOR MATERIAL OBTAINED FROM BY-PRODUCT AMMONIA AND BY-PRODUCT GYPSUM)	0.025
5.	ARSENIC (AS As ₂ O ₃) PER CENT BY WEIGHT MAX.	0.01

The Cargo shall be of Caprolactum Grade – Crystalline – White Colour and Free flowing.

There should be no mix up with Cargo of any other Grade or Colour.

NOTE :

The arrival of the material in free flowing condition at Indian ports will be guaranteed by the suppliers. For any deviation from the above specifications, scale of penalties as prescribed will apply.

ANNEXURE-II**SCALES OF PENALTIES****1. NUTRIENT LOSSES**

Any deficiency upto a maximum of 1% beyond the tolerance limits prescribed under Fertiliser Control Order (F.C.O.)	100% of the C&F value of the deficient nutrient. In a non-standard fertilizer, the total deficiency beyond F.C.O. specifications has to be counted for the purpose of computing penalty.
Deficiency beyond above limit.	Not acceptable

2. With regard to penalty on excess moisture contents, the penalty will be levied on prorata basis. The scale of penalty will be prescribed as “100% value of Fertilisers equivalent to excess moisture content in entire shipment by weight”.
3. Quality analysis at discharge port in India conducted by CFQC&TI, Faridabad or any of its Regional branches /Laboratories, under the provisions of Fertiliser Control Order 1985 (FCO) (as amended upto date) will be final and binding. In case the material does not meet F.C.O. Specifications and is therefore rejected at the discharge port and/or declared unfit for direct application as fertiliser, as evidenced by the quality report of CFQC&TI, the seller shall refund landed cost of the cargo found unfit as well as all consequential Port, Handling, Logistics and Other distribution costs thereof, immediately on buyers first demand with value date being date of initial payment to the seller, failing which interest @ 18% p.a. on quarterly rest basis shall be payable upto the date of actual remittance by the seller.

ANNEXURE- IIIA

TECHNO COMMERCIAL BID-COVERING LETTER FORMAT

(on Bidders letter- head)

To,
INDIAN POTASH LIMITED
POTASH BHAWAN,
10-B, RAJENDRA PARK, PUSA ROAD,
NEW DELHI-110060, INDIA

Subject- Submission of Bid against Tender No.- IPL/AS/2026-27/01 Dated 24-APRIL-2026

Dear Sir,

With reference to the above mentioned tender No. IPL/AS/2026-27/01 Dated 24-APRIL-2026 we here by forward the following documents for your consideration:-

1. Original Bid Bond as per IPL's format at **Annexure-V** (Considering Plus Tolerance)
2. Documentary evidence to be furnished for supply of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) into India (B/L, Invoice, etc)
3. Latest Bank reference report (for Category II & III suppliers).
4. Credit Rating Report (Category III suppliers).
5. Copy of their agreement with the Producer OR Support letter from Producer (Category III suppliers).
6. Duly filled in Techno-Commercial Bid Format on Bidder's letterhead as per **Annexure-IIIB**.
7. Letter of Authority in favour of local agents (as per **Annexure-VIII**) on principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the principal foreign company, including attestation of local agent's signatures by the Principals.
8. Board's Resolution/Letter of Authorization on principal foreign company/firm's letter-head duly authorizing the AR.
9. Complete set of IPL's Tender Document duly signed by bidder as a token of your acceptance of all terms and conditions of tender without any deviation.
10. Details of quantities being offered as per **Annexure-X** of the Contract.
11. Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
12. We certify that we would adhere to Fraud Prevention Policy of IPL and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to our notice. In case of failure to do so, the Company may debar them for future transactions.
13. We have carefully gone through all the terms and conditions of the tender documents and hereby agree to abide by the same without any condition/deviation.

Thanking you,
Yours faithfully

(Authorized Signatory)

Encl: a/a

ANNEXURE-III B**TECHNO-COMMERCIAL BID FORMAT**
(on Bidder's letter-head)

(IPL's Tender No. IPL/AS/2026-27/01 Dated 24-APRIL-2026)

Offer Ref. No. Date

1	Name of Bidder : Address: Contact Person Name Telephone No:..... Fax No. Mobile No. E-mail ID:	
2	Name of the authorized Local agent: Address: Contact Person Name : Telephone No: Fax No. Mobile No. E-mail ID:	
3	Letter of Authority (as per Annexure-VIII) on principal foreign company's letter head, duly signed and stamped by the Authorized Representative (AR) of the principal foreign company in favour of local agent.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR FURNISHED	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Category of Bidders	
a	If the bidder is producer or supplier: (Please Tick as applicable)	<input type="checkbox"/> PRODUCER <input type="checkbox"/> SUPPLIER
b	Category II Supplier Documentary evidence for supply of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) into India alongwith Latest Bank reference letter.	<input type="checkbox"/> YES <input type="checkbox"/> NO
c	Category III Supplier	<input type="checkbox"/> YES <input type="checkbox"/> NO
d	If other than (a) and (b) Support letter from Producer, Latest credit rating report and Latest Bank reference letter as per Tender document enclosed	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.	Quantity offered against the Tender (in MT): (Range in quantity like 100,000-110,000 MT etc. not to be mentioned)*MT
7.	Tolerance in offered quantity (in percentage)*: In case of FOB Contracts: (+/-) 10% at Buyers' option In case of CFR Contracts:(+/-) 10% at Sellers' option	<input type="checkbox"/> YES <input type="checkbox"/> NO
8.	Price Basis	<input type="checkbox"/> FOBT only / <input type="checkbox"/> CFR FO & FOBT both
9.	Country of Origin :.....	

10.	Load port/Discharge ports and quantities details enclosed as per Annexure XI	<input type="checkbox"/> YES <input type="checkbox"/> NO
11.	Validity of Offer: Upto 2000 Hrs. IST on 13-MAY-2026 (As per NIT)	<input type="checkbox"/> YES <input type="checkbox"/> NO
12.	Delivery Schedule: Shipment from Load Ports latest by 15-AUGUST-2026 (As per NIT)	<input type="checkbox"/> YES <input type="checkbox"/> NO
13.	Earnest Money Deposited (to be attached in original)	<input type="checkbox"/> YES <input type="checkbox"/> NO
14.	Signed and stamped Integrity Pact is enclosed	<input type="checkbox"/> YES <input type="checkbox"/> NO
15.	Deviations from tender Terms, if any* :	
	* Offers with deviations are liable to be rejected at sole discretion of IPL	

We have carefully gone through all the terms and conditions of the tender documents and hereby agree to abide by the same without any condition/deviation.

Name & Signature of the Bidder
with Seal of Designation.

Place:
Date:

ANNEXURE-IV**PRE-CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 2026, between M/s Indian Potash Limited, registered under Companies Act, 1956, having its registered office at Seethakathi Business Centre, 1st Floor, 684-690, Anna Salai, Chennai-600006 (hereinafter referred to as IPL, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ a Company, firm incorporated under ----- Laws to which it is subject to (hereinafter called the "Bidder/Seller", which expression shall mean and include, unless the context otherwise requires, its successors, heirs / legal representatives / administrator in office and assigns) of the Second Part.

Whereas

IPL has issued NIT----- dated----- inviting bids from Parties for undertaking-the Project /Work of----- at its unit located at----- (hereinafter referred to as the Project /Work). The BIDDER is a private Company/Public Company/Government Undertaking / Partnership / registered export agency, constituted in accordance with the relevant law in the matter and IPL is PSU.

The Bidder is willing to offer/ has offered to carry out the Project/ Work and understands that this Integrity Pact has to be executed between the parties before IPL can consider the offer.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling IPL to undertake the Project/Work at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and IPL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In respect of the Project/Work an Independent Monitor shall be appointed by IPL to verify facts and to take necessary action, legal or otherwise as may be deemed appropriate including criminal proceedings, against the persons and /or Organizations indulging in the corrupt practice.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:**1. Commitments of IPL:**

- 1.1 IPL undertakes that no official of IPL, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 IPL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 IPL will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach”.

2.0 Preceding misconduct:

- 2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by IPL or the Independent Monitor and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by IPL the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IPL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of IPL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IPL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with IPL.
- 3.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.6 The BIDDER further confirms and declares to IPL that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to IPL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

- 3.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of IPL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by IPL as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.
- 3.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of IPL, or, if any relative of an employee of IPL has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender.
The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of IPL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with IPL, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

5. Earnest Money / Security Deposit: (If Applicable)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ [to be specified in NIT] as Earnest Money/Security Deposit, with IPL through any of the following instruments: (i) Bank draft or pay order in favour of

- (ii) a confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment
 - (iii) any other mode or through any other instrument [to be specified in the NIT]
- 5.2 The amount and validity of the earnest money / Security Deposit shall be as mentioned in the NIT.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the purchase contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of the decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the IPL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6 Sanctions for violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IPL to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by IPL, without assigning any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by IPL, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from IPL in connection with any other contract for any other Project/Work/Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by IPL, along with interest. vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to IPL resulting from such termination and IPL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar/blacklist the BIDDER from participating in future bidding processes of IPL for a minimum period of five years, which may be further extended at the discretion of IPL.
 - viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or

broker, with a view to securing the contract.

- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by IPL with the BIDDER, the same shall not be operated.
 - x. Forfeiture of Performance Bond in case of a decision by IPL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 IPL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of IPL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of these terms or payment of commission, IPL shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is NEW DELHI - the corporate office of IPL.

9. Other Legal Actions

The Actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
 - 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. The parties hereby sign this Integrity Pact, through their authorized representative, for having accepted the conditions contained hereinabove.

BIDDER
()

Date: Place: Witness 1 Witness 2

ANNEXURE-V**BID BOND PROFORMA (EMD in BG form)
(To Be Submitted On Rs.500/- Non-Judicial Stamp Paper)**

Bank Guarantee No: ----- Dated. -----

M/s Indian Potash Limited

.....
.....

Dear Sirs,

This Guarantee is made and issued on this day _____ by _____, a Banking Company incorporated under Banking Regulation Act, having its registered office at _____ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favour of Indian Potash Limited, a Company incorporated under the Companies Act and having its registered office at Seethakathi Business Centre, 1st Floor, 684-690, Anna Salai, Chennai-600006 (hereinafter called "IPL" which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees).

WHEREAS the IPL issued a Notice Inviting Tenders (NIT) No.: ----- dated-----, inviting offers for supply/undertake ----- project (hereinafter referred to as the Material/Project) and, in response thereto, M/s ----- a Company incorporated in ----- having its registered office at ----- (hereinafter called "BIDDER") offered to supply Material/undertake the Project.

AND WHEREAS the NIT provides inter-alia, that a BID BOND for an amount of US\$ _____ (US Dollar _____ only) shall be submitted to the Owner in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between IPL and the successful Bidder on or before _____ or changes the terms and conditions of the bid without IPL's consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/ or to furnish a performance bond to IPL after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall thereupon be due and owing to IPL as liquidated damages.

1. In consideration of BIDDER's bid submitted to IPL for supplying Material / undertaking Project, we --
-- -----bank hereby agree to pay the IPL an amount not exceeding US\$ _____ (US Dollar -----
---- ----- only) on demand if the BIDDER:

(a) withdraws his proposal at any time before the execution of contract, in accordance with the Bid Invitation / NIT between IPL and the successful Bidder on or before _____, or

(b) changes the terms and conditions of the bid submitted by him without IPL's consent, or

(c) on IPL deciding the BIDDER as successful bidder and thereupon issuing Letter of Intent to the BIDDER by IPL, the BIDDER (as the successful bidder) fails or refuses to execute a contract and / or furnish a Bank Guarantee as security deposit and performance guarantee for the faithful performance of the contract, in accordance with the terms and conditions of NIT.

2. The BANK declare that it is holding the amount of US\$ _____ (US Dollar ----- only) at IPL's disposal and hereby promises and shall be bound to pay to IPL, forthwith and without demur, on a mere demand made in writing by IPL, stating that the BIDDER has failed to fulfill one of the conditions mentioned in (a) or (b) or (c), of clause 1 hereinabove.

3. This Guarantee shall be valid in respect of the claim lodged by IPL with BANK on or before _____ or any further extended date of the Bank Guarantee.

4. We, _____ (bank) undertake to pay IPL the money so demanded forthwith, notwithstanding any dispute(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that IPL shall have no claim whatsoever against us for making such payment.

5. The claim, if any, under this Guarantee shall be lodged at (bank-branch and address) -----
-----.

6. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between IPL and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to General Manager (Port Operations), Indian Potash Limited, Potash Bhawan, 10-B, Rajendra Park, Pusa Road, New Delhi-110060, INDIA.

7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by IPL for all or any part of the moneys herein mentioned.

8. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,
For and on behalf of _____ (bank)
Signature of Authorized Official of bank
Name of the Official:
Designation of the Official:
Name of Bank:
Branch:
Address of Branch:
Telephone / Mobile No.:
Fax No.:
Email Id:

N.B. Bid Bond to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

ANNEXURE-VI**PERFORMANCE GUARANTEE BOND**(To be submitted on **Rs. 500/-** non judicial stamp paper)**Bank Guarantee No.:** _____ **Dated** _____M/s Indian Potash Limited,
.....
.....
.....

Dear Sirs,

In consideration of M/s Indian Potash Limited, [hereinafter referred to as '**IPL**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **IPL** a sum of US\$. _____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of US\$ _____ as required under the terms and conditions of Contract / Work Order / Purchase Order No.: _____ dated _____ [hereinafter referred as the '**Order**'] placed by **IPL** on the said supplier/contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **IPL** an amount not exceeding US\$ _____ [US Dollar _____] on demand made by **IPL** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **IPL** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **IPL** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **IPL** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding US\$ _____ [US Dollar _____].

2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **IPL** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **IPL** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.

3. We _____ **the Bank**, undertake to pay to **IPL** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.

4. We _____ **the Bank** further agree that **IPL** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **IPL** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **IPL** or any indulgence by **IPL** to the

Supplier / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, IPL will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship. The validity of the Performance Bank Guarantee (PBG) shall be for **a period of 12 months** from the date of issue of LOI

6. Our liability under this bank guarantee is restricted to US\$ _____ [US Dollars _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch)
_____.

8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **IPL**.

9. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between IPL and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to General Manager (Port Operations), Indian Potash Limited, Potash Bhawan, 10-B, Rajendra Park, Pusa Road, New Delhi-110060, India

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IPL in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ (bank)

Signature of Authorized Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

N.B. Conditional PBG will not be accepted. PBG to be furnished in US\$ (US DOLLARS) only. PBG in Indian Rupees will not be accepted.

ANNEXURE-VII**GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO CONTRACTS**

1. The sellers will arrange for chartering suitable vessels to load the agreed quantity in full ship loads and sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyer or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port. Vessels will be chartered on Ferticon Charter Party.
2. In case chartered ships are utilized, the maximum use of Indian ships shall be made by the sellers subject to Indian vessels being available at competitive freight rates.
3. Vessels will be chartered on the basis of one/two safe berth(s)/one/two safe port(s)/Anchorage on WCI or ECI.
4. The master to give 24 hours notice of ETA at each discharge port to IPL.
5. A sailing advice is to be sent by Master to IPL E-mail pankaj.joshi@potindia.com, rimpychadha@potindia.com and ipldel@potindia.com on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master to also wireless IPL fifteen days after sailing from loading port, giving latest expected time of arrival at port of discharge.
6. Master to give estimated dates of arrival to, IPL E-mail pankaj.joshi@potindia.com, rimpychadha@potindia.com and ipldel@potindia.com, 96 hours before vessel is due to arrive off Aden/Singapore and Master to again wireless to IPL her latest estimated date of arrival 72 hours after passing Aden/Singapore.
7. Cost of shifting to second berth/anchorage (if used) including fuel, to be for Owners account. Risk, expenses and time used in shifting not to count as laytime.
8. Vessel to have all the necessary Test certificate covering vessel's gears in accordance with International Dock Safety Convention valid for the duration of the Charter. Vessel to be properly manned, equipped & supplied during entire navigation, fully and in every way fitted and suitable for the entire loaded cargo.
9. Vessel (its holds, hatches, hatch covers, tank tops, coamings, tracks, overheads etc.) to be dry and clean free from residue, odour, rust etc. of previous cargo duly certified so by a reputed recognized inspection agency.
10. The cargo shall be discharged at the average discharge rate fixed for various ports as per **Annexure-IX** for single Decker vessel basis, five or more available, workable hatches/holds and pro-rata for less number of available, workable hatches/holds per weather working day of 24 consecutive hours. Saturday afternoon, Sundays and holidays excepted, even if used, provided vessel can receive and deliver at these rates. Time shall not count between noon on Saturday and 8.00 A.M. on Monday and not between 5.00 P.M. (Noon if Saturdays) on the last working day preceding a legal holiday and 8.00 A.M. on the first working day thereafter even if used unless the vessel is already on demurrage.

Time shall begin to count from 24 running hours after vessel's arrival within port limits and valid notice of readiness (NOR) i.e. ready in all respects tendered and accepted during official working hours (i.e. 1000 hrs to 1700 hrs on week days and 1000 hrs to 1200 hrs on Saturdays) at each discharging port reported in the free pratique whether in berth or not but not between the hours of 5.00 P.M (1200 hrs.

on Saturdays) and 10.00 A.M. on a week day or during any of the period above exempted even if used unless (at discharging port) the vessel on arrival already on demurrage. Charterers have the right to work during excepted periods, such time used not to count as lay time.

11. Surf days not to count as weather working days, unless used and when used actual time used to count for which Buyer shall prove to sellers that relevant certificate issued duly signed by port authorities or any other competent authority. Time taken for warping not to count as lay time.

12. Rigging gangs employed at discharging port to be on the owners/sellers/ship's crew account.

13. Vessel chartered shall be suitable for grab discharge and no cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces or other places inaccessible to grabs. The Master to have liberty of loading in such spaces for the purpose of stability of the vessel but any extra time used and additional expenses incurred by Reason of loading into and/or discharging, from such spaces not easily accessible are to be for owners account and the discharge rate for this cargo will be reckoned at half of the specified rate of loading/discharge for the purpose of working of lay time.

14. Vessel to be kept/remain in seaworthy trim while navigating to shift between ports and berths at both ends to Master's satisfaction at Seller's expense.

15. Cost of first opening and last closing of hatches to be for owners/sellers account and time used not to count for all opening and closings. Time taken for initial draft survey & intermediate draft survey not to count as lay time.

16. The owners/sellers shall ensure that the vessel offered at the named discharge port, is suitable to match with the specifications of the port, including LOA, Beam and permissible draft, for berthing and discharge operations. In case the vessel's specifications do not match with the port specifications, the owners/seller will be liable and responsible for all cost as to consequences, including lightening of the vessel and lay time to commence only from berthing of the vessel after lightening. Accordingly the quantity lightened from the vessel for berthing to be excluded from the B/L quantity for working out the lay time allowed(LTA).

17. The offered vessel shall be fitted/ loaded with grabs/ holds suitable for facilitating discharge and in case of geared vessels, the seller shall guarantee that the vessel is fitted with cargo gear, cranes, ropes, slings, winches, and derricks in good working condition, capable of handling the rated capacity of minimum 25 MT SWL. Master also to give free use of vessel's lighting/ power as on board, if required.

18. Discharging port stated in Bills of Lading is not necessarily final discharging port. Final discharging port suitable for the vessel, is to be declared by IPL latest on vessel passing Aden/Singapore in response to Master's telegram to Buyers giving 96/48 hours notice of ETA Aden/Singapore.

19. The vessel shall give free use of all available gear for discharging, also lights for night work, as on board winch men from crew to be used if permitted otherwise, shore winch men to be on Buyers account. Buyers privilege for discharging over side, owner allowing free use of gear, winches, and derricks.

20. Owners are to give name of agents at discharging port(s) to IPL, by e-mail within 48 hours of receipt of discharging port orders.

21. Demurrage/despatch rates shall not exceed US \$ 12,000/6,000 per running day. The sellers shall pay to the buyers or their nominee despatch money at the rate as mentioned in the Charter Party, not exceeding US\$ 6000 per day and pro-rata for part of a day for all working time saved in discharging.

Rates higher than these shall be subject to specific acceptance of buyer.

22. Lighterage, if any at the discharge port(s) to be at Receiver's risk and expense subject to clause 16.

23. It is agreed that Receivers shall have to sign the statements of facts and other customary documents together with the Master of Vessel and ship's agents.

24. The sellers undertake to advise the buyers by e-mail the name of vessel, total quantity loaded, the date of vessel's departure, speed, estimated draft before and after, expected date of arrival at the Indian port(s), full name and postal address, fax no. of the owners/sellers of the vessel and name and postal address of their agents in India within 48 hours of the sailing of the vessel.

25. Two copies of the Charter Party to cover each shipment should be air-mailed to the Buyers by the sellers within seven days of the sailing of the vessel.

26. Overtime to be for the account of party ordering it. Officers and crews overtime to be always on owners account. Overtime if ordered by the disport authorities to be shared equally between ship-owners or sellers and Receivers.

27. Sellers are to ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of booking vessels older than 15 years the seller shall take the prior written approval of the buyers and overage insurance premium would be on sellers' account. It may be noted that vessels older than 25 years shall not be accepted for shipment.

28. Vessels which are to be chartered by the suppliers, should be as per discharge port restrictions/requirements. Vessel should be single Decker and should have Macgregor type/folding type steel workable hatch cover. Vessel should be suitable for grab discharge. No cargo is allowed to be loaded in between decks, deep/wing tanks, bunker space etc. For any relaxation of the above conditions prior approval of buyer should be obtained.

29. Before finally confirming the vessel, approval from IPL will be obtained giving full details of the vessel and other relevant particulars like Despatch /Demurrage rate etc.

30. Sellers shall be responsible to Buyers for any/all acts of omission and commission by or on behalf of ship-owners.

31. Before, finally confirming the vessel, approval from IPL will be obtained giving full details of the vessel and other relevant details as per GIC proforma for obtaining GIC approval and others like dispatch/demurrage etc.

- Whether ISM regulation has been complied with and validity period
- Name of Hull Underwriters, if vessel not insured
- Reasons therefore
- Name & full address of the Disponent owners, if any
- Name of the vessel with ex-name, if any
- Flag
- Classification
- Year Built/GRT/NRT
- Name of the Registered owners

- Name of the Manager, if any
- Name of the P&I club of the vessel operator named above
- Name of the Characters, if any
- Whether voyage charter or time charter
- Loading port/discharging port
- Nature of cargo
- Name & address with Tel. No. & Fax No. of the agent at loading port
- Name of the supplier
- On whose behalf Bill of Lading is to be signed (name of the company to be mentioned) · Name of the underwriters.

32. Overage Insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.

33. Sellers would be liable to furnishing all relevant vessel particulars/ classification to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.

34. Vessel to be consigned to Receivers agents at discharge port for entry with port and customs. Owner paying customary agency fee.

35. All vessel related charges including composite berth hire charges to be on owners account.

36. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted in writing.

ANNEXURE-VIII**(To be given on Principal foreign company's Letter Head)****Offer Ref.No.****Date**

INDIAN POTASH LIMITED
 POTASH BHAWAN,
 10-B, RAJENDRA PARK, PUSA ROAD,
 NEW DELHI 110060, INDIA

Sub: LETTER OF AUTHORITY**Tender No. IPL/AS/2026-27/01 Dated 24-APRIL-2026**

Dear Sir,

We _____(Name of the Tenderer) against and existing under the Laws of _____(Name of the Tenderer's country) having its registered/principal office at hereby appoint Agency (Name of the agent) at _____ as our agent to do in our name all or any of acts mentioned herein under concerning the above noted tender for supply of Ammonium Sulphate, Caprolactum Grade (White Crystalline Cargo) to IPL:

- i. To sign and submit bid on our behalf and participate in the above noted tender.
- ii. To receive **Letter of Award**/order from IPL on our behalf and to sign relevant documents in connection therewith.
- iii. To do all other acts in connection with the above tender as our agent.

We do hereby agree to ratify and confirm whatsoever our said agent shall do or cause to be done by virtue of this Letter of Authority.

This Letter of Authority comes into effect on and after _____(mention date, month and year) and shall remain in full force and effect until revoked by our further notice in writing to IPL.

Thanking you,

Yours faithfully,

(Signature of Authorized Representative of
 Manufacturer/Principals with name and full address)

Signature of Authorized Person(s) of Local Agent

- 1.
- 2.

Signature of local agent's authorized person is duly attested
 (to be signed by the representative issuing this letter of authority)

ANNEXURE-IX**DISCHARGE RATE FOR DIFFERENT INDIAN PORTS**

(Basis five or more available workable hatches and prorata for less number of workable hatches per weather working day of 24 consecutive hours, Saturday afternoon, Sundays and holidays excepted, even if used. Notice of Readiness tendered and accepted during official working hours (i.e. 1000 hours to 2000 hours Monday to Friday and 1000 hours to 1200 hours on Saturday)

S. No.	Name of Discharge Port	Discharge Rate (MT) per day *
1	Deendayal (Ex. Kandla) Gujarat	10,000
2	Pipavav, Gujarat	10,000
3	Karaikal, Puducherry	10,000
4	Krishnapatnam, Andhra Pradesh	10,000
5	Kakinada Deep Water, Andhra Pradesh	12,000
6	Vizag, Andhra Pradesh	10,000
7	Mundra, Gujarat	10,000
8	Rozy, Gujarat	7,500
9	Gangavaram, Andhra Pradesh	10,000
10	Adani Tuna Bulk Terminal, Gujarat	10,000
11	Adani Dhamra , Odisha	10,000
12	Paradip (PICT) Odisha	10,000
13	New Mangalore	8,000
14	Tuticorin	8,000
15	Adani Hazira	10,000
16	Adani Dahej	10,000
17	Jaigarh	10,000

Discharge rate for shipment of small parcel i.e., = or < 25000 MT +/- 10% shall be 50% of the normal prescribed discharge rate.

*Gearless Panamax vessels will be accepted at Pipavav, Adani Tuna Bulk Terminal, Kakinada Deep Water, Mundra, Rozy, Krishnapatnam, Gangavaram, Karaikal and Paradip.

Vessels fixed for all other ports should be capable to achieve prescribed discharge rates by ship cranes.

ANNEXURE-X**QUANTITIES OF AMMONIUM SULPHATE, CAPROLACTUM GRADE (WHITE CRYSTALLINE CARGO) BEING OFFERED FOR SHIPMENT FROM LOADPORTS LATEST BY 15-AUGUST-2026**

FOR DISCHARGE PORTS AT <u>EAST COAST OF INDIA (ECI)</u>			
Sr. No.	COUNTRY OF ORIGIN INCLUDING LOAD PORT	QUANTITY (MT) ON LOAD PORT BASIS (SPECIFY LOAD PORT)	QUANTITY OFFERED FOR DISCHARGE PORTS IN EAST COAST OF INDIA (ECI) (SPECIFY PORTS ON ECI)

FOR DISCHARGE PORTS AT <u>WEST COAST OF INDIA (WCI)</u>			
Sr. No.	COUNTRY OF ORIGIN INCLUDING LOAD PORT	QUANTITY (MT) ON LOAD PORT BASIS (SPECIFY LOAD PORT)	QUANTITY OFFERED FOR DISCHARGE PORTS IN WEST COAST OF INDIA (WCI) (SPECIFY PORTS ON WCI)

(* Quantities being offered to be indicated discharge port wise.

Notes:

- (i) Bidders must clearly indicate specific quantity offered for arrival as indicated above. Bidders are also required to furnish specific tonnage offered from each port of shipment indicated by them. Such quantities shall be clearly mentioned as "firm quantities". Offers mentioning "supplier's option" are liable to be rejected.
- (ii) Please also indicate the facilities/restrictions, if any, at port of loading including the LOA, Width, Beam, Draft available, loading rate etc.
- (iii) Please note that quantities offered have to be firm quantities with stipulated tolerance of (+/- 10%). Quantities should not be offered in range like 100,000-110,000 MT etc. Offers with range of quantity as well as more than stipulated tolerance of (+/-) 10% are liable to be rejected at sole discretion of IPL.
- (iv) Tolerance: Tolerance in offered quantity (in percentage):
In case of FOB Contracts : (+/-) 10% at Buyers' Option
In case of CFR Contracts :(+/-) 10% at Sellers' Option

Date:
Place:

(Signature of Authorized Person)

ANNEXURE-XI**APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB**

<p>A) NATIONALISED BANKS:</p> <ol style="list-style-type: none"> 1. State Bank of India 2. Bank of Baroda, 3. Bank of India, 4. Bank of Maharashtra, 5. Canara Bank 6. Central Bank of India, 	<ol style="list-style-type: none"> 7. Indian Bank, 8. Indian Overseas Bank, 9. Punjab National Bank, 10. UCO Bank, 11. Union Bank of India, 12. United Bank of India,
<p>B) OTHER PRIVATE BANKS:</p> <ol style="list-style-type: none"> 1. Axis Bank 2. City Union Bank Ltd 3. Federal Bank Ltd. 4. HDFC Bank Ltd. 5. ICICI Bank Ltd. 6. IDBI Bank Ltd. 7. IndusInd Bank Ltd. 8. IDFC Bank Ltd. 	<ol style="list-style-type: none"> 9. Jammu & Kashmir Bank Ltd. 10. Karnataka Bank Ltd. 11. Karur Vysya Bank Ltd. 12. Kotak Mahindra Bank Ltd. 13. RBL Bank Ltd. 14. South Indian Bank Ltd., 15. Tamilnad Merchantile Bank Ltd., 16. YES Bank
<p>C) FOREIGN BANKS:</p> <ol style="list-style-type: none"> 1. American Express Bank Ltd, 2. Bank of American National Trust & Saving Association 3. Bank of Tokyo – Mitsubishi UFJ Ltd, 4. Barclays Bank PLC 5. BNP Paribas 6. Calyon Bank 7. Citibank N.A. 	<ol style="list-style-type: none"> 8. Deutsche Bank, 9. Development Bank of Singapore (DBS) 10. Hong Kong & Shanghai Banking Corporation Ltd 11. JP Morgan Chase Bank, 12. Royal Bank of Scotland 13. Standard Chartered Bank, 14. Bank of America 15. Emirates Bank NBD 16. Shinhan Bank

(VESSEL NOMINATION FORMAT)**ANNEXURE-XII****DATED:**_____

To
M/s. INDIAN POTASH LIMITED
CORPORATE OFFICE
10-B, RAJENDRA PARK, PUSA ROAD
NEW DELHI

We are pleased to nominate below vessel for your acceptance. We further confirm below nominated vessel suitable to load fixture quantity.

S.NO.	DETAILS	
1.	LOI / CONTRACT NO. & DATE	
2.	SUPPLIER	
3.	QUANTITY	
4.	PRICE (PMT)	USD
5.	LOAD PORT & COUNTRY	
6.	LAYCAN	
7.	DISCHARGE PORT	
8.	DISCHARGE RATE	
9.	DEMURRAGE RATE	
10.	VESSEL NAME	M.V.
11.	SDBC / TWEEN DECK	
12.	FLAG	
13.	BUILT	
14.	IMO NUMBER	
15.	DWT	
16.	ARRIVAL DRAFT	
17.	L O A	
18.	BEAM	
19.	NO. OF HOLD / HATCHES	
20.	TYPE OF HATCH COVERS	
21.	NUMBER OF CRANES & THEIR CAPACITY	
22.	CRANE OUTREACH	
23.	GRABS DETAILS	

FOR_____ (NAME OF SUPPLIER)

AUTHORISED SIGNATORY