



## INDIAN POTASH LIMITED

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

### NOTICE INVITING TENDER (NIT) FOR PURCHASE OF 5,93,500 MT BRIGHT YELLOW CRUDE SULPHUR

**TENDER NO: IPL/SULPHUR/2026-27/01 DATED: 08/05/2026**

#### IMPORTANT DATES

Last Date & Time of Submission : 20.05.2026 up to 1130 hrs. IST  
Date & Time of Opening of Tender : 20.05.2026 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](mailto:pankaj.joshi@potindia.com)
- 3) Ms. Rimpay Chadha (Tel: 011-45647891 / Mob# 9811288231), E-Mail: [rimpychadha@potindia.com](mailto:rimpychadha@potindia.com)
- 4) Mr. Siddhartha Singh (Tel: 011-43011602/Mob# 9811818394), E-Mail: [siddhartha.singh@potindia.com](mailto:siddhartha.singh@potindia.com)

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

**TENDER FOR PURCHASE OF BRIGHT YELLOW CRUDE SULPHUR**

**Tender No: IPL/SULPHUR/2026-27/01 DATED: 08/05/2026**

- I. IPL invites offers on Company's letter head of bidders for purchase of BRIGHT YELLOW CRUDE SULPHUR in bulk, both on CIF and CFR basis at one/two safe berths, one/two safe Indian port(s) for shipment from Load ports **latest by 15-AUGUST-2026**. **It is mandatory for Category I, II and Category III bidders to quote both CIF & CFR prices.** IPL reserves the right to accept bids either on CFR/CIF 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 for import of BRIGHT YELLOW CRUDE SULPHUR 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 20-MAY-2026**. Bid bonds should be kept valid up to **27-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 BRIGHT YELLOW CRUDE SULPHUR” (**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 ‘Authorized 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 categories 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 BRIGHT YELLOW CRUDE SULPHUR 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 BRIGHT YELLOW CRUDE SULPHUR 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 BRIGHT YELLOW CRUDE SULPHUR 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. 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.
  
- VII. The offer should be submitted latest by **1130 HRS IST of 20-MAY-2026** and the offer must be kept valid for acceptance upto to **2000 Hrs IST of 27-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 **27-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 BRIGHT YELLOW CRUDE SULPHUR Tender.**

Dear Sirs,

**This has reference to the Terms & Conditions for e-Tender mentioned in the NIT No. IPL/SULPHUR/2026-27/01 DATED: 08/05/2026**

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 BRIGHT YELLOW CRUDE SULPHUR****Tender No. : IPL/SULPHUR/2026-27/01 DATED: 08/05/2026**

<b>Tender Issue Date</b>		<b>24-APRIL-2026</b>
<b>Tender Closing Time/Date</b>	<b>1130 hrs. (IST)</b>	<b>On 20-MAY-2026</b>
<b>Tender Opening Time/Date (Techno Commercial Bids)</b>	<b>1200 hrs. (IST)</b>	<b>On 20-MAY-2026</b>
<b>Tender Opening Time/Date (Price Bids of qualifying bidders)</b>	<b>1230 hrs. (IST)</b>	<b>On 20-MAY-2026</b> <b>Entire process will be conducted in an open transparent manner.</b>

IPL invites offers in Two Bid System for import of BRIGHT YELLOW CRUDE SULPHUR, on CIF and CFR basis for shipment from Load ports by **15-AUGUST-2026**.

Detailed tender terms and conditions are as under.

**1. ITEM/SPECIFICATIONS:**

BRIGHT YELLOW CRUDE SULPHUR (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.

Any shipment beyond 15-August-2026 shall automatically constitute breach of contract, leading to forfeiture of bid bond/PBG and cancellation of award.

**3. PACKING: Loose in bulk.****4. VALIDITY:**

Offers should be valid for acceptance up to **2000 hours IST on 27-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	All other bidders not covered under Category I & II above. i. Copy of their agreement with the Producer OR Support letter from Producer ii. A latest Bank reference report. iii. Credit rating report from any of the following International Credit Agencies :- > Dun & Bradstreet > Moody's > Standard And Poor The report shall not be more than six months old in case of new supplier. In respect of supplier(s) who have supplied BRIGHT YELLOW CRUDE SULPHUR, 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). Credit rating has to be minimum satisfactory or equivalent.

**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 <b>"Producers"</b>	All producers submitting bids directly or through their authorized representatives/ agents in India and offering their own produce.	NIL
Category II <b>"Accredited suppliers"</b>	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 <b>"Other Bidders"</b>	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 BRIGHT YELLOW CRUDE SULPHUR, 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 **27-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

(a) 90% of invoice value shall be paid against a Letter of Credit (LC) at sight, established by the respective Buyer for the quantity allocated through any Schedule A / Nationalised Banks in India, valid for documentary presentation under UCP 600.

(b) Balance 10% shall be released by the respective Buyer within 30 days of satisfactory discharge confirmation, joint inspection certificate, and COA verification at destination.

(c) LC shall be issued 5 working days prior to first day of the loading laycan of the nominated vessel.

(d) Payment under L/C shall be subject to receipt of satisfactory inspection and quality certification at discharge port

**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. The quality determined at discharge port shall be final and binding on the Seller.
- (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, 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. A part of the discharge port sample will be kept by the Seller.
- (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 CIF basis or CFR 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. BRIGHT YELLOW CRUDE SULPHUR 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/CIF rate, 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 BRIGHT YELLOW CRUDE SULPHUR****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 :

**BRIGHT YELLOW CRUDE SULPHUR**

<b>Item</b>	<b>Specifications</b>
Purity	Min 99.5 wt% on dry basis
Ash content	Max 0.05% weight
Organic Matter content	Max 0.05% weight
Acidity	Max 0.05% weight
Moisture	Max 3%
Color	Bright yellow granules

Commercially free from Arsenic, Selenium & Tellurium. Moisture in excess of 0.5% shall be deducted from the final invoice.

**NOTE :**

If case shipment deviates beyond the above limit for any one or more parameters, the Buyer shall be entitled to reject such shipment, without prejudice to any resultant claim for damages.

**ANNEXURE-II**

**SCALES OF PENALTIES**

**1. NUTRIENT LOSSES**

The Quality & Quantity determination at discharge port can be done by Internationally reputed Third-party inspection agencies. In case the material does not meet the specification mentioned in Annexure- I and is therefore rejected at the discharge port, the seller shall refund landed cost of the cargo 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/SULPHUR/2026-27/01 DATED: 08/05/2026**

Dear Sir,

With reference to the above-mentioned tender No. IPL/SULPHUR/2026-27/01 DATED: 08/05/2026 we hereby 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 BRIGHT YELLOW CRUDE SULPHUR 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-III B**.
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 appraise 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/SULPHUR/2026-27/01 DATED: 08/05/2026)

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"/> <b>PRODUCER</b> <input type="checkbox"/> <b>SUPPLIER</b>
b	Category II Supplier Documentary evidence for supply of BRIGHT YELLOW CRUDE SULPHUR 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 CIF 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"/> CIF / <input type="checkbox"/> CFR

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, 1<sup>st</sup> 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



**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, 1<sup>st</sup> 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/ CIF 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)/Anchorages 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](mailto:pankaj.joshi@potindia.com), [rumpychadha@potindia.com](mailto:rumpychadha@potindia.com) and [ipldel@potindia.com](mailto: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](mailto:pankaj.joshi@potindia.com), [rumpychadha@potindia.com](mailto:rumpychadha@potindia.com) and [ipldel@potindia.com](mailto: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.

37. Letter of Indemnity: In the event that the original Bill(s) of Lading/Mates receipt is not received by the Buyer by the time the vessel arrives at the Discharge Port for presentation to the Owner, or their agents, to release the cargo, Buyer shall issue a back-to-back letter of indemnity to Seller as per the Owner's standard P&I Club wordings prior to commencement of discharge. Seller being the charterer, upon receipt of such letter of indemnity from the Buyer, shall issue a similar letter of indemnity to the Owner for releasing the cargo to the Buyer.

**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/SULPHUR/2026-27/01 DATED: 08/05/2026**

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 BRIGHT YELLOW CRUDE SULPHUR 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)

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

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 BRIGHT YELLOW CRUDE SULPHUR BEING OFFERED FOR SHIPMENT FROM LOADPORTS LATEST BY 15-AUGUST-2026**

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

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

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

**(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.

<b>S.NO.</b>	<b>DETAILS</b>	
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