



INDIAN POTASH LIMITED

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

CIN : U14219TN1955PLC000961

ON BEHALF OF INDIAN FERTILIZER MANUFACTURERS CONSORTIUM

NOTICE INVITING TENDER (NIT) FOR PURCHASE OF 536,000 MTs ANHYDROUS AMMONIA (NH₃) - FERTILIZER GRADE

TENDER NO.: IPL/AMMONIA/2026-27/01 DATED: 06-MAY-2026

IMPORTANT DATES

Last Date & Time of Submission : 18.05.2026 up to 1130 hrs. IST

Date & Time of Opening of Tender : 18.05.2026 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

SECTION 1: CONSORTIUM INTRODUCTION AND BACKGROUND

1.1 About the Indian Fertilizer Manufacturers Consortium (IFMC)

The Indian Fertilizer Manufacturers Consortium (hereinafter referred to as 'IFMC' or 'the Consortium') is a body of leading fertilizer manufacturers in India, formed for the purpose of aggregating procurement of key raw materials, including ammonia (NH₃), Sulphur, urea, sulphuric acid, and phosphoric acid, to achieve economies of scale and ensure uninterrupted supply to member entities.

The Consortium operates under the aegis of the Ministry of Chemicals and Fertilizers, Government of India, and adheres to all applicable guidelines issued by the Central Vigilance Commission (CVC).

Indian Potash Limited (IPL) is the authorized body to issue tender on behalf of the Consortium.

1.2 Consortium Member Companies

The following government-affiliated entities and private sector fertilizer manufacturers constitute the IFMC for this procurement:

| S.No. | Member Company | Type / Category | Port Affiliation |
|-------|---|-------------------------|---|
| 1 | Indian Farmer Fertilizer Co-operative Limited (IFFCO) | Multistate Co-operative | Kandla (West) / Paradeep (East) |
| 2 | Paradeep Phosphates Limited (PPL) | Private Sector – Listed | Mormugao / Mangalore (West) / Paradeep (East) |
| 3 | Coromandel International Limited | Private Sector – Listed | Visakhapatnam / Kakinada (East) |
| 4 | Gujarat State Fertilizers & Chemicals Ltd. (GSFC) | State PSU – Gujarat | Sikka / Vadodara (West) |
| 5 | Indorama India Private Limited | Private Sector | Haldia (East) |
| 6 | The Fertilizers and Chemicals Travancore Limited | Central PSU / State JV | Kochi (West) |
| 7. | Ostwal Group | Private Sector | Kandla/Sikka (West) |

1.3 Objective of this Tender

Indian Potash Limited (IPL) on behalf of the Consortium invites sealed competitive bids from internationally reputed and financially sound suppliers/exporters/trading companies for the supply of Fertilizer Grade Anhydrous Ammonia (NH₃) aggregating to **5,36,000 Metric Tonnes (5.36 Lakh MT)** with +/- 5% Quantity tolerance for delivery during the period June 1, 2026 to August 31, 2026, to designated Indian ports on the East and West Coasts.

This tender is being issued in compliance with the provisions CVC guidelines on transparency in public procurement, and relevant Indian Chemical Industry regulations.

SECTION 2: INVITATION TO BID (ITB)

2.1 Invitation

IPL hereby invites competitive Global Tenders from eligible international Suppliers / Trading Companies / Export Houses for the supply of Anhydrous Ammonia (NH₃) as detailed below:

| Parameter | Details |
|------------------------|---|
| Commodity | Anhydrous Ammonia (NH ₃) – Fertilizer Grade |
| Total Quantity | 536,000 MT (Five Hundred and Thirty Six Thousand Metric Tonnes) (+/- 5%) |
| West Coast Quantity | 166,000 MT (+/- 5%) |
| East Coast Quantity | 370,000 MT (+/- 5%) |
| Delivery Period | June 1, 2026 – August 31, 2026 |
| Shipment Parcels | Multiple shipments; parcel size 7,000 MT to 35,000 MT per vessel |
| Delivery Basis | CFR (Cost and Freight)/ CIF (Cost, Insurance and Freight) – INCOTERMS 2020 – Named Indian Discharge Port |
| Price Currency | USD per Metric Tonne (USD/MT) |
| Payment Terms | 90% against LC at sight of documents + 10% post-discharge confirmation |
| Bid Type | Two-Part Bid: Technical Bid + Financial Bid (IPL website www.indianpotash.org) |
| Origin | Origin must be specified in the bid. |

2.2 Key Dates and Milestones

| S.No. | Event / Milestone | Date / Deadline |
|-------|---|----------------------------|
| 1 | Date of Tender Issue / Publication | 06 May 2026 |
| 2 | Bid Submission Deadline (online/physical) | 18 May 2026, 11:30 hrs IST |
| 3 | Technical Bid Opening | 18 May 2026, 11:30 hrs IST |
| 4 | Financial Bid Opening (Technically Qualified Bidders) | 18 May 2026, 12:30 hrs IST |
| 5 | Counter Bid | 19 May 2026, 10:00 hrs IST |
| 6 | Deadline for Acceptance of Counter Bid | 25 May 2026, 20:00 hrs IST |
| 7 | Award of Contract / Letter of Intent (LOI) | 29 May 2026, 20:00 hrs IST |
| 8 | First Shipment (Delivery Commencement) | 01 June, 2026 |
| 9 | Final Delivery Deadline | 31 August 2026 |

SECTION 3: ELIGIBILITY CRITERIA AND QUALIFICATION REQUIREMENTS

3.1 Mandatory Eligibility Criteria

Bids shall be considered only from Bidders who satisfy ALL of the following mandatory criteria. Non-compliance with any criterion shall result in rejection of the bid at the technical evaluation stage:

| S.No. | Criterion | Minimum Requirement | Documentary Evidence |
|-------|---|---|---|
| 1 | Legal Existence & Registration | Incorporated company / registered legal entity (min. 5 years operational) | Certificate of Incorporation, Business Registration |
| 2 | Annual Ammonia Production / Export Capacity/ Trade Quantity | Minimum 20,000 MT per annum | Capacity certificate from plant / independent auditor/copy of BL & Invoice for having supplied Ammonia globally at least one shipment in last 2 years |
| 3 | Annual Financial Turnover | USD 25 Million minimum in any 2 of the last 3 financial years | Audited financial statements (last 3 years) including Tax Residency Certificate |
| 4 | Prior Supply Experience | Minimum 3 supply contracts for Anhydrous Ammonia \geq 20,000 MT each in the last 5 years | Signed certificates / purchase orders from buyers |
| 5 | No Default / Blacklisting | Not blacklisted / debarred by any Indian PSU, Ministry, or UN/World Bank procurement entities | Self-declaration on company letterhead; |

3.2 Conflict of Interest

Bidders are required to disclose any potential conflict of interest, including but not limited to ownership or directorship common with other bidding entities, or any commercial relationship with IPL / IFMC member companies. Concealment of conflict of interest shall be grounds for immediate disqualification and forfeiture of EMD.

SECTION 4: SCHEDULE OF REQUIREMENTS – TECHNICAL SPECIFICATIONS

4.1 Product Specifications – Anhydrous Ammonia (NH3)

The supplied commodity shall conform to the following technical specifications. Compliance with ALL parameters is mandatory:

| S.No. | Parameter | Specification / Limit | Test Method |
|-------|----------------------------|--|-------------|
| 1 | Chemical Formula | NH3 (Anhydrous Ammonia) | – |
| 2 | Purity (NH3 content) | Minimum 99.5% w/w | AOAC |
| 3 | Water Content (H2O) | Maximum 0.5% w/w | AOAC |
| 4 | Nitrogen (N2) | Minimum 81.9% w/w | AOAC |
| 5 | Oil Content | Maximum 10 ppm (mg/kg) | AOAC |
| 6 | Impurities | Negligible and in any case not more than 0.003 grams per 100 ml | AOAC |
| 7 | Physical State (at supply) | Liquid under pressure / cryogenic liquid (not warmer than -33°C at 1 atm at the Discharge port on the ship manifold) | – |

4.2 Packaging and Transportation Requirements

- Ammonia shall be supplied in bulk liquid form only.
- Transportation and delivery shall be via dedicated ammonia-certified vessels (Liquefied Gas Carriers / Refrigerated Ammonia Tankers) capable of discharging at designated Indian port terminals.
- Vessels shall comply with the International Gas Carrier Code (IGC Code), SOLAS, and MARPOL conventions. Vessel age shall not exceed 20 years at time of loading (see also Section 6.4 — Vessel Standards).
- Minimum cargo tank capacity per vessel: 7,000 MT. Maximum: 35,000 MT based on the port of delivery.
- Vessel hull classification shall be with a reputed classification society (Lloyd's Register, DNV GL, Bureau Veritas, ABS, or equivalent).

4.3 Quality Assurance and Certification

(a) **Certificate of Analysis (COA):** Original COA issued by the manufacturer's accredited laboratory, covering all parameters listed in Clause 4.1, shall accompany each shipment.

(b) **Pre-shipment Inspection:** An independent international surveyor shall be appointed by the Seller from among the following approved agencies (or any other agency mutually agreed in writing): (i) Baltic Control, (ii) SGS, (iii) Bureau Veritas Industrial Services, (iv) TUV, (v) BC Enterprise FZE, (vi) Cotecna Inspection Middle East LLC, (vii) Mitra SK Singapore PTE Ltd., (viii) Geo Chem Far East PTE Ltd. All inspection fees at the load port shall be to the Seller's account. The surveyor's report covering quantity (Bill of Lading) and quality (COA) shall be furnished to the Buyer by email before the vessel departs from the load port.

(c) **Joint Sampling at Load Port:** Samples drawn jointly at the load port by the Supplier's and IPL/IFMC's representatives. Sealed reference samples to be retained by both parties for 90 days post-delivery.

(d) **Destination Inspection:** Quantities at the discharge port shall be determined based on the Ship Tank Reading survey report conducted by an independent surveyor appointed by the Buyer. Where the quantity shortfall equals or exceeds 0.5% of the B/L quantity, the shortfall quantity beyond 0.5% shall be borne by the Seller and refunded to the Buyer at the contracted CFR price per MT. Shortage claims shall be settled by the Seller within 30 days of receipt of the Buyer's written claim.

(e) **Quality Dispute Resolution:** In the event of a quality dispute, samples drawn jointly at the discharge port by the Buyer's and Seller's representatives (or their nominated surveyors) shall be sealed and sent to a mutually agreed neutral laboratory for binding analysis. The cost of the neutral laboratory

analysis shall be borne by the party whose position is not upheld. Results shall be available within 21 days.

SECTION 5: PORT DETAILS AND DELIVERY SCHEDULE

5.1 Designated Indian Discharge Ports

The following ports are designated as discharge destinations. The Consortium reserves the right to revise port nominations with a minimum 30 days' written notice to the Supplier:

| S.No. | Port Name | State / Coast | Discharge Rate in MTPH | Berth Depth | Indicative Monthly Allocation. (MT) | | |
|----------------------------|-------------------------|-----------------------------|------------------------|-------------|-------------------------------------|-----------------|-----------------|
| | | | | | June 26 | July 26 | August 26 |
| WEST COAST OF INDIA | | | | | | | |
| 1 | Sikka Port (GSFC) | Gujarat – West Coast | | -- m | 10,000 | 10,000 | 10,000 |
| 2 | Kandla (Deendayal Port) | Gujarat – West Coast | | -- m | 28,000 | 28,000 | 28,000 |
| 3 | Mormugao Port | Goa – West Coast | 350 | 13 m | 10,000 | 5,000 | 10,000 |
| 4 | New Mangalore Port | Karnataka – West Coast | 350 | 9.5 m | 7,000 | 5,000 | 7,000 |
| 5 | Kochi Port | Kerala – West Coast | | -- m | 8,000 | - | - |
| EAST COAST OF INDIA | | | | | | | |
| 6 | Kakinada Port | Andhra Pradesh – East Coast | | 11.5 m | 30,000 | 30,000 | 30,000 |
| 7 | Visakhapatnam (Vizag) | Andhra Pradesh – East Coast | | 10 m | 20,000 | 20,000 | 20,000 |
| 8 | Paradeep Port (PPL) | Odisha – East Coast | 350 | 14.5 m | 15,000 (PPL) | 35,000 (PPL) | 35,000 (PPL) |
| 9 | Paradeep Port (IFFCO) | Odisha – East Coast | 350 | 14.5 m | 35,000 | 35,000 | 35,000 |
| 10 | Haldia Port | West Bengal – East Coast | | -- m | 10,000 | 10,000 | 10,000 |
| TOTAL | | | | | 1,73,000 | 1,78,000 | 1,85,000 |

5.2 Monthly Delivery Schedule

| Member Company | Port / Coast | Jun-26 | | Jul-26 | | Aug-26 | |
|--|--------------|----------|-----------------|----------|-----------------|----------|-------------------|
| | | Qty (MT) | Arrival Window | Qty (MT) | Arrival Window | Qty (MT) | Arrival Window |
| Gujarat State Fertilizers & Chemicals Ltd. (GSFC) | Sikka/ WCI | 10000 | | 10000 | | 10000 | |
| Indian Farmer Fertilizer Co-operative Limited (IFFCO) | Kandla/ WCI | 23000 | 10-25 June 2026 | 23000 | 10-25 July 2026 | 23000 | 10-25 August 2026 |
| Paradeep Phosphates Limited (PPL) | Mormugao/WCI | 5000 | 10-15 June 2026 | 5000 | 15-20 July 2026 | 5000 | 01-05 August 2026 |
| | | 5000 | 25-30 June 2026 | | | 5000 | 25-30 August 2026 |

| | | | | | | | |
|--|-------------------|-------|------------------|-------|-----------------|-------|-------------------|
| Paradeep Phosphates Limited (PPL) | Mangalore/WCI | 7000 | 10-15 June 2026 | 5000 | 20-25 July 2026 | 7000 | 20-25 August 2026 |
| The Fertilizers and Chemicals Travancore Limited | Kochi/WCI | 8000 | 25-30 June 2026+ | - | - | - | - |
| Coromandel International Limited | Kakinada /ECI | 15000 | 01-05 June 2026 | 15000 | 01-06 July 2026 | 15000 | 04-08 August 2026 |
| | | 15000 | 14-18 June 2026 | 15000 | 18-22 July 2026 | 15000 | 17-21 August 2026 |
| Coromandel International Limited | Visakhapatnam/ECI | 10000 | 04-08 June 2026 | 10000 | 06-10 July 2026 | 10000 | 08-12 August 2026 |
| | | 10000 | 18-22 June 2026 | 10000 | 23-27 July 2026 | 10000 | 22-26 August 2026 |
| Indian Farmer Fertilizer Co-operative Limited (IFFCO) | Paradeep /ECI | 35000 | 10-25 June 2026 | 35000 | 10-25 July 2026 | 35000 | 10-25 August 2026 |
| Paradeep Phosphates Limited (PPL) | Paradeep /ECI | 15000 | 25-30 June 2026 | 25000 | 10-15 July 2026 | 25000 | 10-15 August 2026 |
| | | | | 10000 | 25-30 July 2026 | 10000 | 25-30 August 2026 |
| Indorama India Private Limited | Haldia/ECI | 10000 | 10-15 June 2026 | 10000 | 10-15 July 2026 | 10000 | 10-15 August 2026 |
| Ostwal Group | Kandla/WCI | 5000 | 15-20 June 2026 | 5000 | 31-18 July 2026 | 5000 | 24-29 August 2026 |

Note: Final monthly parcel-wise delivery schedule shall be mutually agreed upon at the time of contract execution. Individual vessel nominations (7,000-35,000 MT per vessel) shall be submitted by Supplier no later than 45 days prior to each ETA.

5.3 Vessel Nomination and Scheduling

- Vessel nomination shall be subject to IPL/IFMC's approval, which shall not be unreasonably withheld.
- The Supplier shall provide tentative laycan (laydays / cancelling date) at least 30 days prior to estimated time of arrival (ETA).
- IPL/IFMC reserves the right to reject vessel nomination within 5 working days of receipt if vessel fails to meet specifications (Clause 4.2). The Seller shall be responsible for any delay caused by non-compliant vessel nominations.
- Substitution of nominated vessel is permitted with 21 days' notice, subject to equivalent or superior specifications.

5.4 Letter of Intent

In the event of shipping documents not being available when called for by the Buyer, or on arrival of the vessel at destination, the Seller shall provide other documents or an indemnity entitling the Buyer to obtain delivery of the goods. Should the Seller fail to present shipping documents or other documents or an indemnity entitling the Buyer to take delivery, the Buyer shall take delivery under an indemnity provided by it and shall pay for the documents when presented. Any reasonable extra expenses, including the costs of such indemnity or extra charges incurred by reason of the failure of the Seller to provide such documents, shall be borne by the Seller, but such payment shall not prejudice the Buyer's rights under the Contract when shipping documents are eventually available.

SECTION 6: COMMERCIAL TERMS AND CONDITIONS

6.1 Pricing and Basis

- (a) Prices shall be quoted on CFR (Cost & Freight)/ CIF (Cost, Insurance and Freight) basis at each named Indian discharge port in accordance with INCOTERMS 2020.
- (b) Prices shall be quoted in US Dollars (USD) per Metric Tonne (MT). No other currency shall be accepted.
- (c) Bidders shall provide a separate CFR / CIF price for each discharge port or alternatively quote a single CFR / CIF price valid for all ports.
- (d) Prices quoted shall be inclusive of all costs up to and including discharge of cargo at Indian port: FOB/FAS price at load port, ocean freight, insurance (if applicable), fuel surcharges, port dues at load port, bill of lading charges, and export duties/taxes in the country of origin.

6.2 Payment Terms

- (a) 90% of invoice value shall be paid against a Letter of Credit (LC) at sight, established by the respective IFMC member company (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.

6.2.1 Documents Required for Payment

The following documents shall be presented by the Seller for payment, customs clearance, and cargo discharge:

| S.No. | Document | Copies Req. |
|-------|---|------------------------|
| 1 | 3/3 originals + 3 non-negotiable copies of a clean shipped-on-board Bill of Lading, marked freight payable as per Charter Party, consigned to order of the LC issuing bank with notify party as the Buyer | 3 originals + 3 copies |
| 2 | Signed commercial invoice, based on B/L quantity and surveyor's COA | 3 copies |
| 3 | Certificate of Origin, countersigned and stamped by the relevant Chamber of Commerce | 3 copies |
| 4 | Load port Quality Analysis Report (COA) | 3 copies |
| 5 | Independent Survey Report (quantity and quality) | 3 copies |
| 6 | Copy of signed Charter Party (if applicable) | 1 copy |
| 7 | Copy of email notifying Buyer of sailing details and document dispatch | 1 copy |

6.3 Bank Charges, Taxes and Duties

All customs duties, import duties, IGST, port charges, and other levies applicable at Indian discharge ports shall be to the account of the respective IFMC member / Buyer. Export duties, local taxes, and levies in the Supplier's country shall be to the Supplier's account.

All banking charges incurred in Buyer's country are for Buyer's account and all banking charges incurred in Seller's country shall be on Seller's account. Confirmation charges shall always be on Seller's account.

6.4 Vessel Standards and Nomination

6.4.1 Vessel Standards

Vessels nominated for transportation of the Material shall comply with all of the following requirements:

- Vessel type: Gas Carrier (Liquefied Gas Carrier / Refrigerated Ammonia Tanker) appropriate for Anhydrous Ammonia.
- Age: 20 years (preferably 15 years or below). In some cases, vessels within 25 years will be accepted. For vessels calling at West Coast Indian ports during the monsoon season (1 June to 31 August), the maximum permissible age is 25 years as per DG Shipping Order F No. 16-17011/5/2022-SD-DGS dated 24.02.2023 (DGS Order No. 06 of 2023). However, for vessels over 20 years, OAP will be on seller's account.
- Classification: Classed with a member society of the International Association of Classification Societies (IACS).
- P&I: Valid P&I Club cover with a member of the International Group of P&I Clubs.
- Flag: Flying a flag not on the Gol boycott list.
- Port restrictions: LOA, Beam, Draft, and Displacement (DWT) conforming to the specifications of the nominated discharge port as communicated in the Enquiry Notice.
- DGS Order compliance: Strictly compliant with DGS Order No. 06 of 2023 and any subsequent notifications from the Directorate General of Shipping, Government of India.
- Vessel should be non-sanctioned by OFAC or any international agency
- Vessel shall maintain cargo temperature below -33 Deg throughout the discharge
- Vessel and the Vessel's owner will be fully compliant with the international safety management code ("ISM") and Seller, if requested, shall provide Buyer with a copy of the appropriate ISM documentation.
- Vessel will be compliant with the requirements of the International Code for the Security of Ships and Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code)

6.4.2 Vessel Nomination and Approval

The Seller shall nominate the vessel for each shipment at least 14 days before the commencement of the agreed laycan. Nomination shall be subject to the Buyer's prior written approval, which shall not be unreasonably withheld. The Buyer shall communicate acceptance or rejection of the nomination within 3 working days of receipt. Rejection shall be communicated with reasons. The Seller shall be responsible for any delay caused by non-compliant vessel nominations.

6.4.3 Prior Notice of ETA and Sailing Details

The Seller shall notify the Buyer by email, at least 7 days prior to commencement of loading, of: the quantity to be shipped, estimated value, vessel details, and anticipated loading dates. Upon departure, the Seller shall immediately notify the Buyer of: vessel name, time of departure, and ETA at the discharge port. Thereafter, the Seller shall arrange for the Master to provide 96-hour, 72-hour, 48-hour, and 24-hour ETA notices to the Buyer or nominated agent. Any revision in ETA by more than 2 hours shall be promptly notified.

6.5 Laytime, Demurrage, and Despatch

6.5.1 Notice of Readiness (NOR)

Upon arrival at the customary anchorage at the discharge port, the Master or vessel's agent shall tender NOR by letter, telephone, wireless, or email to the Buyer or their nominated representative, confirming the vessel is in all respects ready to discharge.

NOR tendered between 1700 hrs and 0600 hrs IST shall be deemed tendered at 0600 hrs the following working day. Laytime shall commence 6 hours after acceptance of NOR, or upon connection of discharge hoses to the shore line, whichever is earlier.

NOR tendered when cargo temperature exceeds the specification threshold (as applicable) shall not be valid; deemed NOR shall commence from the time compliant cargo temperature is achieved.

6.5.2 Laytime Calculation

Laytime allowed for discharge shall be as follows: Minimum 24 hours per port of discharge, or 1 hour for every **350 MT** (or part thereof) of the B/L quantity at the discharge port, whichever is greater, in addition to the standard 6-hour NOR allowance. Where the guaranteed discharge rate of the berth is lower than the vessel's discharge rate, laytime shall be adjusted proportionately.

The following shall not count as laytime: (a) time lost due to breakdown or incapacity of the vessel's own discharge equipment; (b) time lost due to force majeure events; (c) time during vessel shifting between berths; and (d) time lost due to strikes, lockouts, or restraint of labour not attributable to the Buyer.

Time lost due to port authorities, port agency, or statutory prohibitions on discharge, including restrictions from tidal conditions or navigation restrictions, shall not count as laytime.

6.5.3 Demurrage Rate and Applicability

The demurrage rate applicable shall be as quoted in the Seller's BOQ. Where the actual demurrage rate of the nominated vessel is lower than that quoted in the BOQ, the lower vessel rate shall apply. Where the vessel's demurrage rate exceeds the BOQ rate, the BOQ rate shall be the ceiling. No demurrage shall be payable for time lost due to force majeure events at the discharge port.

The Buyer shall not be liable for demurrage where the vessel arrives at the discharge port after the agreed layday/cancelling dates without prior written agreement.

As a general reference, the indicative demurrage rate is USD 30,000 per day or part thereof beyond the allowed laytime for discharge. The actual BOQ rate shall prevail.

6.6 Insurance

Under CFR contracts: The Buyer shall arrange marine cargo insurance at their cost. The Seller shall ensure that sailing details (B/L No., date, loadport, quantity, ETA at discharge port) are communicated to the Buyer and the Buyer's nominated underwriter by email immediately upon sailing. Insurance shall be on Institute Cargo Clauses (A) basis with War and Strike cover, under the Institute War Clauses (Cargo), for not less than 110% of the CFR invoice value for each shipment. IPL shall be named as additional insured on all policies.

Overage insurance premium — where the nominated vessel attracts a surcharge due to its age or classification beyond standard rates — shall be borne entirely by the Seller.

War risk premium and crew war bonus, if any, payable to the vessel owners for calling at the nominated load port, shall be to the Seller's account.

The Supplier shall also maintain Third-Party Liability insurance (minimum USD 50 million per occurrence) throughout the supply contract period.

6.7 Financial Evaluation (Landed Cost Basis)

The Price Bids (Part B) of all technically and commercially qualified Bidders shall be opened on the date communicated by the Buyer. Financial evaluation shall be conducted on a Landed Cost basis (Evaluated Cost), computed as follows:

| S.No. | Landed Cost Component | Basis of Loading |
|-------|-------------------------------------|---|
| 1 | CFR / CIF price quoted (USD per MT) | As quoted in BOQ |
| 2 | Insurance (if CFR basis) | Estimated insurance premium loaded by Buyer for evaluation only |

LOWEST TOTAL LANDED COST = L1 (Basis of Award)

SECTION 7: INSTRUCTIONS TO BIDDERS

7.1 Bid Preparation

- (a) Bids shall be prepared in English. Bids in any other language shall be accompanied by a certified English translation.
- (b) All documents shall be submitted electronically on the designated portal www.indianpotash.org as well as physically to IPL Corporate Office at the above mentioned address.
- (c) The Bidder shall submit two separate electronic covers as follows:
- Cover 1 – Technical Bid: All technical documents, eligibility documents, EMD, and technical declarations (Annexures A and B).
 - Cover 2 – Financial Bid: Price Schedule only (Annexure C). Financial Bid shall NOT be opened until Technical Evaluation is complete.
- (d) All pages of the bid document shall be numbered and the Bidder shall sign each page.
- (e) Conditional bids, incomplete bids, or bids with alterations not authenticated by the authorised signatory shall be summarily rejected.

7.2 Earnest Money Deposit (EMD) / Bid Security

- (a) Each Bidder shall furnish EMD equivalent to 2% (Two Percent) of the total bid value.
- (b) EMD shall be submitted in one of the following forms: (i) Irrevocable Bank Guarantee (BG) from a Scheduled Commercial Bank / internationally rated bank; (ii) Standby Letter of Credit (SBLC) payable to IFMC; or (iii) Demand Draft / Pay Order in favour of INDIAN POTASH LIMITED payable at DELHI / NEW DELHI.
- (c) EMD of unsuccessful Bidders shall be returned within 30 days of contract award. EMD of the successful Bidder shall be retained until submission of Performance Bank Guarantee (PBG).
- (d) EMD shall be forfeited if the Bidder: (i) withdraws bid during the validity period; (ii) fails to execute the contract within the stipulated period; or (iii) is found to have submitted fraudulent or misrepresented information.

7.3 Performance Bank Guarantee (PBG)

The successful Bidder shall furnish a Performance Bank Guarantee (PBG) equal to 10% of the contract value within 14 days of issuance of Letter of Intent (LOI). The PBG shall be valid for a period of 90 days beyond the last scheduled delivery date. PBG shall be released within 60 days of satisfactory completion of all deliveries and settlement of all demurrage/despatch accounts.

7.4 Bid Validity

Bids shall remain valid and binding for a minimum period of 90 (Ninety) calendar days from the bid submission deadline. IPL/IFMC may, in exceptional circumstances, request an extension of bid validity. Bidders who agree to extend bid validity shall also extend EMD validity accordingly. A Bidder declining to extend bid validity shall not be penalised, and EMD shall be returned forthwith.

7.5 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the submission deadline through the online portal and resubmission of physical documents. No modification or withdrawal shall be permitted after the submission deadline.

SECTION 8: BID EVALUATION CRITERIA

8.1 Two-Stage Evaluation Process

Bid evaluation shall follow a two-stage process: (Stage 1) Technical Evaluation and (Stage 2) Financial Evaluation. Only Bidders who qualify Stage 1 shall have their Financial Bids opened and evaluated.

8.2 Stage 1: Technical Evaluation

| S.No. | Evaluation Criterion | Requirement | Outcome |
|-------|---|---|-------------|
| 1 | Legal Eligibility (Clause 3.1 – All 8 criteria) | All mandatory criteria met | Pass / Fail |
| 2 | Technical Specification Compliance (Clause 4.1) | All parameters met | Pass / Fail |
| 3 | Supply Capacity & Infrastructure | Adequate vessel access, storage, and logistics plan submitted | Pass / Fail |
| 4 | EMD Submission | Valid EMD in prescribed form | Pass / Fail |
| 5 | Completeness of Bid | All Annexures A–B submitted and complete | Pass / Fail |

8.3 Stage 2: Financial Evaluation

| S.No. | Evaluation Parameter | Weightage | Scoring Method |
|-------|--|-----------|--------------------------|
| 1 | Quoted CFR / CIF Price (L1 Principle – Lowest Cost)- Discharge Port wise | 100% | Normalised to lowest bid |
| TOTAL | | 100% | |

8.4 Buyer's Rights in Evaluation

The Buyer is not bound to accept the lowest bid or any bid, and reserves the right to:

- Reject any or all bids, in whole or in part, without assigning reasons.
- Cancel or withdraw this enquiry at any stage without incurring liability to any Bidder.
- Award the contract to one or more Bidders where it deems splitting operationally justified; maximum allocation of 60% of total quantity to a single Supplier.
- Place orders at quoted rates for quantities higher or lower than the specified quantity (up to $\pm 5\%$) without any price renegotiation.
- Seek additional information or verification from Bidders during evaluation without obligation to inform other Bidders.

8.5 Counter Offer / Bid

IPL/IFMC reserves the right to give a counter Bid/ offer to the bidders post Financial Bid opening.

SECTION 9: GENERAL TERMS AND CONDITIONS

9.1 Force Majeure

Neither party shall be held liable for delay or failure in performance of its obligations to the extent such delay or failure directly results from an event of Force Majeure, defined as an event or circumstance beyond the reasonable control of the affected party, including but not limited to: acts of God, natural disasters, earthquakes, floods, cyclones, epidemics or pandemics declared by the WHO, war, civil commotion, acts of terrorism, governmental embargoes, prohibition of imports or exports, port closures by competent authority, or strikes not attributable to the affected party.

The party invoking Force Majeure shall: (a) provide written notice to the other party within 7 calendar days of the onset of the Force Majeure event, with details of its nature, expected duration, and mitigating measures being taken; (b) provide a certificate from the relevant Chamber of Commerce or competent authority as documentary evidence; and (c) use its best endeavours to minimise the impact and resume performance as soon as practicable.

Non-availability of material shall not constitute a Force Majeure event. If the Force Majeure event persists for more than 30 consecutive days, either party shall have the right to terminate the contract without liability to the other, except for equitable settlement of work already performed.

9.2 Liquidated Damages (LD) for Delivery Delay

(a) LD shall be levied at the rate of 0.5% (Zero Point Five Percent) of the value of the delayed quantity per week of delay or part thereof.

(b) Maximum LD chargeable shall be capped at 10% of the total contract value.

(c) LD shall be deducted from the 10% retention payment. If LD exceeds the retention amount, IPL/IFMC shall invoke the PBG to the extent of excess.

(d) LD shall not apply if delay is attributable to force majeure events, IPL/IFMC's failure to nominate berth/vessel, or unresolved quality disputes.

9.3 Default and Termination

In the event of any of the following, the Buyer shall be entitled to terminate the Purchase Order, in whole or in part, without prejudice to any other remedy available:

- The Seller fails to effect shipment within the period specified in the PO and LD cap is reached.
- The Seller supplies Material that does not conform to specifications and fails to replace or rectify within a reasonable period.
- The Seller becomes insolvent, is subject to winding-up proceedings, or has a receiver appointed.
- The Seller breaches any material provision of the contract and fails to remedy such breach within 14 days of written notice.
- The Seller provides false, fraudulent, or materially misleading information in the bid or during contract execution.

IPL/IFMC may also terminate the contract for convenience with 30 days' written notice, in which case the Supplier shall be compensated for documented costs incurred and goods in transit / manufactured to order.

Upon termination for default, the Buyer shall have the right to procure the goods from alternative sources at the Seller's risk and cost. Any excess cost incurred by the Buyer in such alternative procurement shall be recoverable from the Seller or from the PBG/EMD. The Buyer shall hold no further obligation to the Seller except for payment for goods validly accepted prior to termination.

9.4 Confidentiality

The terms of this tender and resulting contract, including but not limited to pricing, supply schedules, and technical information, shall be treated as strictly confidential by both parties. Neither party shall disclose any information to third parties without prior written consent of the other, except as required by applicable law or regulatory authority.

9.5 Compliance with Laws

The Supplier shall comply with all applicable laws in India including but not limited to: The Chemical Weapons Convention (CWC) Act, 2000; The Manufacture, Storage, and Import of Hazardous Chemical Rules, 1989 (as amended); FEMA 1999; Customs Act 1962; and all notifications issued by the Ministry of Chemicals & Fertilizers, DPIIT, and the Department of Chemicals and Petrochemicals.

9.6 Anti-Corruption, Anti-Bribery and Ethical Standards

The Seller shall comply with all applicable anti-corruption and anti-bribery laws, including the Prevention of Corruption Act, 1988 (India), the UK Bribery Act 2010, and the US Foreign Corrupt Practices Act (FCPA). The Seller shall not, directly or through any intermediary, offer, pay, promise, or authorise any benefit to any official of the Buyer, any government authority, or any third party in connection with the award or execution of this contract. Any breach of this clause shall be grounds for immediate termination of the contract and forfeiture of PBG.

9.7 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-E), 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.

9.8 Indian Agent Disclosure

If the Seller engages an Indian agent or representative in connection with this contract, the following shall be disclosed in Part A of the bid:

- Full name and address of the Indian agent.
- Agent's GST Registration Number and Permanent Account Number (PAN).
- Nature and quantum of commission / remuneration payable.
- Copy of the agency agreement.
- Service Tax / GST registration details.

Where no Indian agent is engaged, the Seller shall submit a certificate to this effect.

9.9 Dispute Resolution and Arbitration

- (a) All disputes arising out of or in connection with this tender or resulting contract shall first be subject to good-faith negotiation between senior management of both parties for a period of 30 days.
- (b) In the event negotiation fails to resolve the dispute, both parties agree to submit the matter to binding arbitration conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC), by a panel of three arbitrators (one nominated by each party, and the third by the ICC Court).
- (c) The seat of arbitration shall be Singapore. The language of arbitration shall be English. The award of the arbitral tribunal shall be final and binding.
- (d) Notwithstanding the arbitration clause, the Courts in New Delhi, India, shall have exclusive jurisdiction for enforcement of arbitral awards, urgent injunctive relief, and any matter that is not arbitrable under Indian law.

9.10 Governing Law

This contract and all related transactions shall be governed by and construed in accordance with the laws of India. Where conflicts of law arise in international transactions, the UNIDROIT Principles on International Commercial Contracts (2016) shall serve as supplementary guidance.

9.11 Notices

All formal notices, communications, and claims under this contract shall be in writing and delivered by: registered post with acknowledgement due; internationally recognised courier; or email (with read receipt confirmed). Notices shall be addressed to the persons and addresses specified in the Purchase Order.

9.12 Entire Agreement

This contract (comprising the Enquiry Notice, these Terms & Conditions, the Purchase Order, and all Annexures) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements. No amendment shall be valid unless made in writing and signed by authorised representatives of both parties.

9.13 Severability

If any provision of this contract is found to be invalid, unlawful, or unenforceable under applicable law, such provision shall be severed and the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace the invalid provision with a valid one that reflects the original commercial intent.

9.14 Waiver

No failure or delay by either party in exercising any right under this contract shall be construed as a waiver of that right. A waiver of any particular breach shall not constitute a waiver of any subsequent breach.

9.15 Assignment

Neither party may assign, transfer, or subcontract any of its rights or obligations under this contract without the prior written consent of the other party. Any purported assignment without consent shall be void. The Buyer may, without consent, assign this contract to any subsidiary, associate company, or successor entity.

SECTION 10: PENALTY CLAUSES AND COMPLIANCE FRAMEWORK

10.1 Summary of Penalties

| S.No. | Event / Default | Penalty / Consequence |
|--------------|---|---|
| 1 | Delivery delay (per week or part thereof) | LD @ 0.5% of delayed quantity value; max 10% of contract value |
| 2 | Sub-standard quality (purity < 99.5%) | Mandatory replacement + freight cost recovery + USD 5/MT penalty; IPL/IFMC may reject entire parcel |
| 3 | Short delivery (< 95% of nominated parcel, or ≥ 0.5% of B/L quantity) | Proportionate price deduction + refund at contracted CFR price per MT within 30 days of claim |
| 4 | Vessel non-compliance (age / class / DGS Order violation) | Nomination rejected; Supplier liable for re-nomination costs and delay LD |
| 5 | Failure to furnish PBG within 14 days of LOI | Termination of LOI; EMD forfeiture; re-tender at Supplier's cost |
| 6 | Bid withdrawal within validity period | Forfeiture of EMD |
| 7 | Misrepresentation / document forgery | Immediate disqualification, EMD/PBG forfeiture, blacklisting from future IPL/IFMC tenders |
| 8 | Repeated non-compliance (3+ instances) | Contract termination for cause; recovery of all losses from PBG |

SECTION 11: CONTACT INFORMATION AND QUERIES

11.1 Procurement Committee & Contact details of Committee members

| Contact Detail | Information |
|--------------------------|--|
| Procurement Authority | INDIAN POTASH LIMITED |
| Corporate Office | 10-B, RAJENDRA PARK, PUSA ROAD, NEW DELHI-110060 |
| Procurement Email | IPLDEL@POTINDIA.COM |
| Technical Queries | IPLDEL@POTINDIA.COM |
| Legal / Contract Queries | IPLDEL@POTINDIA.COM |
| Procurement Helpline | +91 8582857161 (MR. PANKAJ JOSHI) |
| Tender Portal | WWW.INDIANPOTASH.ORG |
| EMD in Favour of | INDIAN POTASH LIMITED |

All communications with IPL shall be in writing. Oral communications shall not be binding on IPL. Written queries shall be submitted at least 2 days before the bid submission deadline.

ANNEXURE A: BIDDER ELIGIBILITY DECLARATION

(To be submitted on the Bidder's official letterhead, signed by an authorised signatory with company seal)

To,
The General Manager (Port Operations)
Indian Potash Limited

Sub: Declaration of Eligibility for Tender Reference IPL/AMMONIA/2026-27/01

We, M/s _____ (Name of Bidder), duly incorporated under the laws of _____ (Country), hereby declare as follows:

1. We confirm that our company is not blacklisted / debarred by any Indian PSU, Government Ministry, World Bank, UN Procurement, or any other international procurement body.
2. We confirm that we have an annual production/export capacity of _____ MT of Anhydrous Ammonia and meet all eligibility criteria stipulated in Section 3 of the tender document.
3. We confirm that our audited annual turnover exceeded USD 25 Million in _____ and _____ (any 2 of the last 3 financial years). Audited statements are enclosed herewith.
4. We confirm that there is no conflict of interest with any IFMC member company or its associated entities.
5. We confirm that all information provided in this bid is true, accurate, and complete to the best of our knowledge. We understand that misrepresentation shall result in disqualification and forfeiture of EMD.
6. We have enclosed the executed Integrity Pact (Annexure E) and Indian Agent Disclosure / No-Agent Certificate as required.

Authorised Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

ANNEXURE B: TECHNICAL BID COMPLIANCE CHECKLIST

| S.No. | Document / Requirement | Required | Submitted | Page No. |
|-------|---|----------|-----------|----------|
| 1 | Certificate of Incorporation / Business Registration | Y | | |
| 2 | NH3 Production, if applicable/ Export Proof – BL/Invoice | Y | | |
| 3 | Prior Supply Experience Certificates (Min. 3 contracts) | Y | | |
| 4 | No Blacklisting Self-Declaration (Annexure A) | Y | | |
| 5 | Technical Compliance Statement (Clause 4.1) | Y | | |
| 6 | Power of Attorney / Board Resolution (Auth. Signatory) | Y | | |
| 7 | EMD (Bank Guarantee / SBLC / DD) | Y | | |
| 8 | Delivery Plan / Logistics Proposal | Y | | |
| 9 | Integrity Pact (Annexure E) – signed by authorised representative | Y | | |
| 16 | Indian Agent Disclosure / No-Agent Certificate | Y | | |

ANNEXURE C: FINANCIAL BID / PRICE SCHEDULE

(To be submitted ONLY in Cover 2 – Financial Bid. This cover shall NOT contain any technical information.)

| S.No. | Discharge Port | Month Wise | Offered Qty (MT) | Laycan | Offered CFR/ CIF Price (USD/MT)- Month wise | Origin |
|--------------|-------------------------|-------------------|-------------------------|---------------|--|---------------|
| 1 | Sikka Port (GSFC) | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 2 | Kandla (Deendayal Port) | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 3 | Mormugao Port | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 4 | Mangalore Port | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 5 | Kochi Port | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 6 | Kakinada Port | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 7 | Visakhapatnam (Vizag) | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 8 | Paradeep Port (PPL) | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 9 | Paradeep Port (IFFCO) | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| 10 | Haldia Port | Jun-26 | | | | |
| | | Jul-26 | | | | |
| | | Aug-26 | | | | |
| TOTAL | | | | | | |

The tentative requirement and Laycan is mentioned in Section 5 under clause 5.1 & 5.2. Any deviation in offered Quantity and laycan can be mutually discussed.

Authorised Signatory: _____

Name / Designation: _____

Company Seal & Date: _____

ANNEXURE D: SAMPLE CONTRACT TERMS SUMMARY

| Clause | Summary of Key Term |
|-----------------------|--|
| Governing Law | Laws of India; Supplemented by UNIDROIT Principles 2016 |
| INCOTERMS | CFR / CIF – Named Indian Port (INCOTERMS 2020) |
| Payment | 90% LC at sight (UCP 600) + 10% within 30 days post-delivery |
| Arbitration | ICC Rules, Singapore Seat, 3 Arbitrators, English language |
| Force Majeure | Standard clause; notice within 7 calendar days; max 30 days suspension (updated from 48 hrs/60 days per D-7) |
| LD for Delay | 0.5% per week; cap at 10% contract value |
| Quality Rejection | Right to reject non-conforming cargo; replacement at Supplier's cost; neutral lab within 21 days |
| Quantity Shortfall | Full shortfall refunded at CFR/CIF price within 30 days of claim as well as any consequential charges. |
| PBG | 10% of contract value; valid 90 days post last delivery |
| Demurrage | BOQ rate governs; indicative USD 30,000/day; |
| NOR / Laytime | 6-hr free time post-NOR; 24 hrs min or 1 hr per 300 MT whichever greater |
| Insurance | ICC (A) + War & Strike; 110% of CFR value; overage premium to Seller |
| Vessel Standards | DGS Order No. 06/2023 compliant; IACS classed; P&I – Int'l Group; max 20 yrs (25 yrs West Coast monsoon) |
| Documents for Payment | 7 document types (see Section 6.2.1) |
| Integrity Pact | Mandatory |
| Indian Agent | Mandatory disclosure |
| Confidentiality | Strict; no third-party disclosure without written consent |
| Termination for Cause | 14 days cure notice; PBG invocation; alternate procurement at risk on supplier's account. |
| Anti-Corruption | PCA 1988 / FCPA / UK Bribery Act compliance mandatory |

ANNEXURE E: 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 aforestated.
- 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 F: GLOSSARY OF KEY TERMS

| Term / Abbreviation | Full Form / Definition |
|----------------------------|---|
| NH3 | Anhydrous Ammonia (Chemical Formula: Nitrogen Trihydride) |
| CFR | Cost and Freight – INCOTERMS 2020 delivery term |
| CIF | Cost, Insurance and Freight - INCOTERMS 2020 delivery term |
| COA | Certificate of Analysis – quality test report from accredited laboratory |
| LC | Letter of Credit – documentary credit issued by importer's bank |
| INCOTERMS | International Commercial Terms – ICC rules governing trade delivery terms |
| IGC Code | International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk |
| EMD | Earnest Money Deposit – bid security |
| PBG | Performance Bank Guarantee – contract security |
| SBLC | Standby Letter of Credit |
| LD | Liquidated Damages – pre-agreed penalty for delay |
| NOR | Notice of Readiness – vessel tender at anchorage/berth |
| WIBON | Whether In Berth Or Not – NOR laytime commencement basis |
| DATES | Despatch on All Time Saved – calculation basis for despatch |
| BOQ | Bill of Quantities – Seller's quoted schedule of rates |
| DGS | Directorate General of Shipping, Government of India |
| ICC | International Chamber of Commerce – global business organisation |
| PSU | Public Sector Undertaking – government-owned company in India |
| IACS | International Association of Classification Societies |

END OF TENDER DOCUMENT