



**NOTICE INVITING GLOBAL TENDER FOR PURCHASE OF PRILLED / GRANULAR
UREA (BULK) FERTILIZER GRADE FROM UREA PRODUCERS UNDER LONG
TERM AGREEMENT BASIS**

TENDER NO. : RCF/UREA/IMP/LTA/2025-26 DATED: 01-NOV-2025

Important Dates

LAST DATE & TIME OF SUBMISSION OF E-TENDER : **01-DEC-2025 UP TO 1200 HRS. IST**

DATE & TIME OF OPENING OF E-TENDERS : **01-DEC-2025 AT 1230 HRS. IST**

**PRE-BID MEETING IS SCHEDULED THROUGH VIDEO CONFERENCING ON 14TH
NOVEMBER 2025.**

**INTERESTED PARTIES MAY CONTACT mspadghan@rcfltd.com FOR SHARING THE LINK
FOR MEETING.**

Website for Online bid Submission: <https://eprocure.gov.in>

Contacts in case of query related to Tender submission procedure:

- 1) Mr. Abhishek Joshi (Tel:+91 22 2552 2891), e-mail: abhishek.joshi@rcfltd.com
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- 3) Mr. Mahesh Padghan (Tel:+91 22 2552 2325), e-mail: mspadghan@rcfltd.com
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**NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE
<https://eprocure.gov.in>**



LIST OF ANNEXURES		
<u>THIS TENDER DOCUMENT CONTAINS:</u>		
Sr. No.	Documents	Item details
1	NIT	TENDER DOCUMENT
2	ANNEXURE-A	PROCESS COMPLIANCE
3	ANNEXURE-I	SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE
4	ANNEXURE-II	SCALE OF PENALTIES / DAMAGES
5	ANNEXURE-IIIA	TECHNO COMMERCIAL BID-COVERING LETTER FORMAT
6	ANNEXURE-IIIB	TECHNO-COMMERCIAL BID FORMAT
7	ANNEXURE-IV	PRE-CONTRACT INTEGRITY PACT
8	ANNEXURE-V	GENERAL SHIPMENT TERMS UNDER CFR FO CONTRACTS
9	ANNEXURE-VI	FORMAT FOR LETTER OF AUTHORITY
10	ANNEXURE-VII	DISCHARGE RATE FOR DIFFERENT INDIAN PORTS
11	ANNEXURE-VIII	APPROVED LIST OF BANKERS FOR PGB
12	ANNEXURE-IX	PROFORMA FOR PERFORMANCE GUARANTEE
13	ANNEXURE-X	DRAFT CONTRACT FOR IMPORT OF PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE
14	ANNEXURE-XI	PROFORMA FOR LETTER OF CREDIT
15	ANNEXURE-XII	DEBARMENT OF FIRMS FROM BIDDING



GLOBAL TENDER FOR PURCHASE OF PRILLED / GRANULAR UREA (BULK) FERTILIZER GRADE FROM UREA PRODUCERS UNDER LONG TERM AGREEMENT BASIS

Tender No. : RCF/UREA/IMP/LTA/2025-26 Dated 01-NOV-2025
Notice Inviting Tender for Purchase of Urea (Fertilizer Grade) 46% Nitrogen minimum

- I. Buyer (RCF) on behalf of Department of Fertilizer (DOF), Ministry of Chemicals and Fertilizers, Govt of India invites offers from Urea Manufacturers / Exclusive Marketing Arms of Urea Manufacturers for supply of Granular or Prilled urea (fertilizer grade) in bulk under long term agreement basis for a period of three years further extendable by two years, one year at a time for a minimum quantity of 25 Lakh Metric Tonnes per Contract Year. Individual Bidder to offer a minimum quantity of 5,00,000 MT per annum or above. Buyer shall have the flexibility to secure higher quantities as per requirement of DOF.
- II. Bids are invited only from Urea Producers /Manufacturers whose name appears in the IFA publication of Survey of Urea Capacities or as reflected in the website www.fertilizer.org. Producers /Manufacturers should have a production capacity of minimum 10,00,000 MT of Fertilizer grade urea per year. Producers can Bid through their exclusive marketing arm by furnishing a support letter duly signed and stamped on producers letterhead in favour of the bidder in technical Bid documents.
- III. The Tender document can be downloaded from websites i.e. www.rcfltd.com or www.eprocure.gov.in **Corrigendum/Addendum, if any shall be published only on these websites.** Detailed terms and conditions for import of Urea 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.
- IV. The bids are to be submitted only through electronic mode for which bidders may log on to website www.eprocure.gov.in. The offers in the prescribed format should be submitted by **1200 Hours IST on 01-DEC-2025.**
- V. Bids with open origin of goods are not acceptable. Bidders shall clearly state origin country of goods being offered in their technical bid. Bids offering material from country 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 RCF (STE) 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.
- VI. Buyer reserves the right to reject any or all the offers without assigning any reasons whatsoever.
- VII. 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 e-tendering" (**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 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-VI**) on Principal foreign company's letter head, duly signed and stamped by the 'Authorised Representative (AR)' of the Principal foreign company, including attestation of local agent's signatures by the Principals.
 - e. Board's Resolution/Letter of Authorisation on Principal foreign company/firm's letter head duly authorising the AR.
 - f. Bidders shall provide self-certified details of urea produced by them during the last 5 years period.
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: Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.

5. Packet 5 :

- A declaration from the bidder on their letterhead that they are not blacklisted or put on holiday by STEs.
- A Declaration stating the compliance to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance Govt. of India, confirming that Bidder has read all the clauses along with the Annexures of the above mentioned notification and certifying that their company is not from such a country (which shares land border with India) and is eligible to be considered.
- A declaration from the bidder stating that the bidding company's Sister/Group/Associates Company if any having common key resource person(s) / director(s) / promoter(s) / partner(s) etc. are not participating in the subject tender.

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, a single discount component in percentage terms on the CFR India price for both WCI & ECI as detailed in clause No. 26 of NIT document. The discount will be applicable throughout the duration of the contract period.

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 prices will be evaluated outside the e-procurement system.

Vendor should quote discount (%) 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 note that e-procurement system accepts 'Microsoft Excel 97-2003' format only, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.
- 2.** 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.
- 3.** Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only.
 - i. Bidders Name: Kindly put complete name of bidding firm/company
 - ii. The offer should be submitted latest **by 1200 HRS IST of 01-DECEMBER-2025** and the offer must be kept valid for acceptance up to **2000 HRS IST of 01-MARCH-2026** failing which offer will be summarily rejected.
 - iii. Offers having conditions/deviations are liable to be rejected at the sole discretion of Buyer. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.
- 4.** Marine Insurance shall be arranged by Buyer.
- 5.** Interested Bidder(s) are required to enter into an Integrity Pact with Buyer as per prescribed format (Annexure-IV). Only those Bidders who sign an Integrity Pact with Buyer 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.
- 6.** The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitors (IEMs) appointed by Buyer for this purpose.



ANNEXURE A

FORMAT FOR PROCESS COMPLAINE

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. _____ Ltd.

Attention:

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering.

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No. RCF/UREA/IMP/LTA/2025-26 Dated 01-NOV-2025

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 Buyer has to carry out e-tender again due to our mistake, Buyer has the right to disqualify us for this tender.
- 6) We confirm that Buyer shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering sites 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 through this e-Procurement portal of CPPP as displayed under Help for Contractors.
- 8) We do authorize Buyer, 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.:



GLOBAL TENDER FOR PURCHASE OF PRILLED / GRANULAR UREA (BULK) FERTILIZER GRADE FROM UREA PRODUCERS UNDER LONG TERM AGREEMENT BASIS

Tender No. : RCF/UREA/IMP/LTA/2025-26 Dated 01-NOVEMBER-2025

Tender Issue Date		01-NOVEMBER-2025
Tender Closing Time/Date	1200 hrs. (IST)	On 01-DECEMBER-2025
Tender Opening Time/Date (Techno-Commercial Bids)	1230 hrs. (IST)	On 01-DECEMBER-2025
Tender Opening Time/Date (Price Bids of qualifying bidders)	Shall be intimated separately	

Buyer / RCF invites offers in Two Bid System from Manufacturers of Urea or through their exclusive marketing arms for import of Urea Fertilizer Grade under Govt. Account, on CFR FO basis under Long term contract for a period of three years (3) years and further extendable by another two (2) years, one year at a time.

1. **ITEM/SPECIFICATIONS:** Urea Fertilizer Grade (in bulk) as per specifications given in **Annexure-I**. Acceptable deviations with scale of penalties are given in **Annexure-II**.

2. **ANNUAL CONTRACT QUANTITY (ACQ) :** Minimum 25 Lakh Metric Tonnes per Contract Year. Bidder to offer a minimum quantity of 5,00,000 MT per annum or above. Buyer shall have the flexibility to secure higher quantities as per requirement of DOF. DOF/RCF reserves the right to take the quantity either on ECI or WCI. For details refer clause No. 24 (i).

3. **DELIVERY SCHEDULE**

- a) By not later than the 20th day of each calendar month during the Offtake Period, Seller shall confirm to the Buyer the number of shipments along with laycans for the immediately following calendar month, the quantity (with +/-10%), delivery port and estimated delivery window. Bidder to ensure that the Annual contracted quantity is to be delivered within the applicable contract year.
- b) Each Monthly Schedule shall be binding on the Parties. Each shipment of Product shall be 40,000 MTs to 60,000 MTs (+/-10% at the Seller's option).

4. **PACKING:** Loose in Bulk.

5. **PERIOD OF CONTRACT** - Period of Contract between the supplier and buyer will be for initial period of Three years (3) years and further extendable by another two (2) years, one year at a time.

6. **CONTRACT YEAR** - A period of 12 calendar months commencing on Start Date and each succeeding period of 12 calendar months thereafter.

7. **LOAD PORT/COUNTRY AND QUANTITY** - Bidders must indicate the country of origin of the material, the name of the load port and facilities at the loading port with restrictions, if any and loading rate per day in MTs. The origin of goods shall be from the country where the bidder is having their production/manufacturing facilities.

8. **PRE-QUALIFICATION CRITERIA:**

Producers whose names appears in the IFA Publication "Survey of Urea Capacities 1995" or capacities or as reflected in the Website www.fertilizer.org producers having a production capacity of minimum **10,00,000 MT** of fertilizer grade urea per year.

Producers can Bid through their exclusive marketing arm by furnishing a support letter duly signed and stamped on producers letterhead in favour of the bidder in technical Bid documents. Original to be submitted later.

9. Buyer reserves the right to enter into contract with more than one bidder and also reserves the right without



assigning any reason to accept or reject any tender in part or full or to buy any quantity in excess of the tender quantity. Buyer is not bound to accept the lowest offer (the highest discount in percentage terms on the reference price i.e. future tender prices).

- 10.** In respect of business concluded against this tender Notice, the following conditions will apply. In case of multiple bills of lading for one vessel the date of bill of lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel. Timely Shipment is the essence of the contract and shall be treated as firm. Any delay in effecting contracted shipments will render sellers liable for breach of contract and shall be dealt as per Default Clause no. 23.

11. VALIDITY OF OFFERS:

Offers should be valid for acceptance up to **2000 hours IST on 01-MARCH-2026**

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

In the event of contract being executed, Performance Bond Guarantee of amount equivalent to **1%** value of the agreed quarterly contracted quantity on prevalent India CFR price – higher of the ECI/WCI range (on the date of contract) shall have to be submitted by the seller strictly as per format at **Annexure-IX** within 10 days from the date of signing of contract.

The PG bond shall be furnished from Buyer's approved list of banks as per **Annexure-VIII**. The PG bond shall be kept valid for six months beyond the contract expiry date. Conditional PG bonds are not acceptable. The PG Bond shall cover the performance of the contract, quantity short landed, quality penalties based on discharge port results, LP/DP dispatch/demurrage or etc.

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 dispatch/ demurrage, liquidated damages and dead freight/any other claim / any other deduction by DOF on any account etc. if any.

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, dispatch/demurrage, liquidated damages due to delay in shipments and/or any other recoveries are not settled by the Seller.

Performance Guarantee Bond to be kept valid for the whole duration of contract and till discharge port results, in respect of weight and quality, and amount of penalties and dispatch / demurrage / dead freight / detention charges also as performance would be deemed 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 the last shipment of the contract. In case of any delay due to unforeseen circumstances sellers have to extend the validity of P/G Bond at the request of the Buyers

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

13. PAYMENT TERMS:

Without prejudice to Buyer's right to recover the damages, payment shall be effected through Letter of Credit payable at sight. RCF will open vessel wise LC (Irrevocable, non-transferable and non-assignable) in favour of seller with a provisional price on the basis of lay can period after fixation of the vessel. LCs shall be amended based on applicable shipment price for respective shipments as per clause no. 26. Invoicing shall be done accordingly with the discount offered in percentage terms being rounded off upto two decimal places in absolute values.

Payment against LC shall be regulated as per Clause 7 (A) as detailed in Draft contract annexed hereto (**Annexure XI**).

14. INSPECTION FOR QUALITY AND QUANTITY:

- (a) Buyer 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 to be nominated by Buyer and shipment shall be effected only after the material is inspected.



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI 400 074. MAHARASHTRA, INDIA

CIN : L24110MH1978GOI020185

- (b) For the purpose of determining quality, the Inspection Agency appointed by Buyer 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.
- (d) RCF reserves the right to nominate reputed inspection agency for carrying out Initial and Final Draft Survey of shipments at respective load ports.

15. FINAL WEIGHT & QUALITY OF CARGO:

- (a) Sellers & Receivers at the discharge port will appoint, at their own cost an independent surveyor for conducting joint draft survey. Final weight as determined by Joint draft Survey conducted at the discharge port shall be treated as final.
- (b) The weight of cargo shipped determined by joint draft survey at discharge port would be final and binding on the Seller for the purpose of payment of shortages as compared to B/L weight. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly.
- (c) Buyers and/or its Receivers' representative shall draw samples for determining the quality of the cargo at the port of discharge through an independent reputed Inspection Agency and/or opt for the mandatory inspection from Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad or any of its regional laboratory which will be informed to supplier before the arrival of the vessel. The quality so determined at discharge port shall be final and binding on the Seller. The cargo shall also conform to 'standard' as analyzed by Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory.
- (d) The Seller should nominate its representative to supervise the draft survey and draws of samples at discharge port at his own expenses. Buyer 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 Buyer directly within 15 days of written intimation by Buyer.
- (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 dispatch/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.

16. REJECTION OF CARGO:

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



17. UMPIRE ANALYSIS:

- (a) The Buyer and/or Receiver's representative and the Seller's representative must be present at the time of sample collection at discharge port. The Buyer's Receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratory and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory only.
- (b) In case of dispute about quality, the Seller has right for umpire analysis. In such circumstances reference sample will be sent to the umpire laboratory and Umpire Analysis would be done in all the parameters and the result of umpire laboratory will be binding on both Seller and Buyer. The cost of umpire analysis will be borne by the losing party. The umpire analysis will be done by a reputed Inspection Agency nominated by Buyer 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 up to 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 at least 3 (three) eligible laboratories for umpire analysis, out of which Buyer 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 Buyer 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, Buyer and/or its Receiver may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizers (GOI). 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**.

18. SHIPPING TERMS:

As per **Annexure V** (CFR FO) of Standard Contract.

19. INDIAN AGENTS COMMISSION:

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

20. STANDARD CONTRACT:

It is presumed that Buyer's standard contract for purchase of Urea has been read and understood by the bidders.

- 21.** Offers deficient / incomplete / conditional / received late and/or not in conformity with tender conditions are liable to be summarily rejected. RCF reserves the right without assigning any reason to accept or reject any offer including the lowest offer (the highest discount in percentage terms on the reference price i.e. future tender prices). RCF is not bound to accept the lowest offer (the highest discount in percentage terms on the reference price i.e. future tender prices)
- 22.** Offer once made cannot be withdrawn by the party during its validity.

23. 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 as per clause no. 2 & 3 above (annual / monthly quantities), the same shall be treated as breach of contract unless specifically extended by buyer/DOF 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. The Liquidated damages recovered from the seller shall ultimately be paid to DOF. In case the binding monthly Schedule is not complied with by the Seller or in case of delay in shipments, then the Liquidated damages shall be applicable from the 1st day of the next ensuing month for the undelivered quantity of the binding monthly quantity schedule. Bill of Lading shall be considered as shipment date.

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 import prices in India, established through subsequent tender(s) by State Trading Enterprises (STEs).

(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 and/or other canalizing agencies in India.

However, the Buyer/DOF reserve 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/DOF in this regard will be conclusive and shall be binding on the Seller.

24. 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-VI**), 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) Offers not received in the prescribed format are liable for rejection. Complete set of tender Document duly signed and stamped on each page as token of your acceptance of all terms and conditions of tender without any deviation.
- (d) 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.
- (e) The bidder should quote a firm annual quantity in their offer and should not mention range in quantity offered like 10,00,000-11,00,000 MT.
- (f) Tentative Schedule of month-wise shipments for the annual contracted quantity for the first year will have to be declared within 10 days of award of Contract. For subsequent years of contract, schedule of month-wise shipments for the annual contracted quantity will be submitted prior to 30 days of start of the new contractual year.
- (g) L/C shall be established only after receipt of (i) acceptable P.G. Bond, (ii) signed contract and (iii) nomination of vessel.



- (h) 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 or as a result of any short receipt from Department of Fertilizers, Government of India on any account and or any other recoveries from supplier, if any.
- (i) The Actual port and coast of discharge will be decided by the DoF against each shipment, although two ports on each coast may be indicated by DOF during finalization of agreement between STE/Seller. The monthly and annual quantity may be divided equally between east and west coast to the extent possible, with the decision of DOF being final in this regard.
- (j) If shipment is done in Panamax vessels, all expenses on account of pre-berthing delays, shall be to buyers account and time to count on NOR Tendered valid.
- (k) The dispatch and demurrage at discharge port shall be finalized by DOF which shall be final and binding on all the parties.
- (l) Fixture of Floating shipments for supply of urea shall not be accepted.
- (m) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by Buyer for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment.
- (n) In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.
- (o) One agent cannot submit a bid on behalf of more than one Principal/OEM in the same tender.
- (p) 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.
- (q) Any financial liability arising out of quarantine/restrictions due to COVID-19 at Discharge Port will be to Seller's account.
- (r) With reference to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. Of India the following may be noted:-
 - (i) Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with Competent Authority as specified in Annexure 1 of the above mentioned notification.
 - (ii) A Copy of registration certificate in respect of (a) above shall be furnished along with bid, failing which the bid shall be rejected.
- (s) Bidders have to give a declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.
- (t) Bidders has to ensure that the chartering party or the vessel owner or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.
- (u) Bidder may note that any of the shipments for which the loadport or the voyage are within Ukraine, Ukraine territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200 kms of the Ukrainian Border shall not be accepted.

25. WHARFAGE/DEMURRAGE:

If any wharfage or demurrage results at the port of discharge due to negligence of the Seller or their nominee including negligence of sending correct document in time connected with the shipment of material under this contract and if in consequence thereof, clearance of the consignment by the Buyer or delivery of goods to it is delayed resulting in wharfage or demurrage such wharfage or demurrage shall be to the account of the Seller. Similarly any wharfage or demurrage resulting from the negligence or default on the part of Buyer shall be to the Buyer account.



26. PRICE FIXATION

The Bidder will quote a single discount component in percentage terms on the CFR India price for both WCI & ECI. The discount will be applicable throughout the duration of the contract period.

Applicable Shipment price Formula under the contract

*WCI CFR (US\$PMT) Less % Discount offered

**ECI CFR (US\$PMT) Less % Discount offered

*WCI CFR price (US\$PMT) = The price per metric ton payable by the Buyer for each lot/delivery will be determined in US Dollars according to the Lowest (L1) CFR price (US\$PMT) for West Coast of India, under latest Urea Tender issued by Government of India or agencies nominated by Govt. of India like RCF/IPL/NFL/or any other agency nominated from time to time.

**ECI CFR price (US\$PMT) = The price per metric ton payable by the Buyer for each lot/delivery will be determined in US Dollars according to the Lowest (L1) CFR price (US\$PMT) for East Coast of India, under latest Urea Tender issued by Government of India or STEs nominated by Govt. of India like RCF/IPL/NFL/ or any other agency nominated from time to time.

If STE(Buyer) has not issued the above mentioned tender for a period of more than sixty (60) days, the following price formula shall apply for determining the CFR price for both coasts (ECI and WCI) on which the % Discount will be applicable, until such time as a price has been determined in accordance with the applicable formula specified above.

Average of Low end & High end prices of Granular urea in bulk quoted in the weekly reports of "IHS Market Nitrogen Report Urea: Agribusiness/Fertecon" - given in the sub index: Bulk Urea Granular" Middle East fob excl US" and in the weekly reports of " Argus Nitrogen - given in the sub index: Granular Urea – FOB Bulk: Middle East non-US netbacks (hereinafter called the "weekly reports") by calculating the arithmetic average of the weekly reports published during the 2 week immediately prior to Bill of Lading date + Average Freight published for Middle East to WCI in CRU Fertilizer report (weekly) published during the 2 weeks immediately prior to Bill of Lading date.

For the avoidance of doubt, the foregoing alternative pricing formula shall apply to any shipments where the bill of lading date falls between the last day of such sixty (60) day period and the date on which a price can be determined in accordance with reference to an applicable Urea tender price.

Specified Journals –

- Argus Nitrogen, UK;
- IHS Markit Nitrogen Report: Urea; Agribusiness/ Fertecon
- CRU Fertilizer report

27. EVALUATION CRITERIA & SYSTEM FOR CALLING BIDDERS FOR MATCHING COUNTER OFFER PRICES:

The offers received in the tender shall be evaluated based on discount quoted in percentage from higher to lower basis (i.e. Highest discount offered shall be considered as L1 bid). The offered discount-wise ranking /hierarchy of bids obtained after bid opening, shall prevail till the finalization of the tender. For contracting the required quantities, bidders shall be called for matching Highest discount offered in percentage (%) as obtained against the tender. The bidders shall have to intimate their acceptance to counter offers indicating quantities within a stipulated time.

DOF/Buyer's decision in this regard shall be final and binding on all bidders.

28. **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 Buyer. The Bidder(s) and Buyer 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 Buyer after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.

29. JURISDICTION:

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

30. GOVERNING LAW:

The contract shall be constructed and governed by Indian Law.

31. 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.

32. 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 Mumbai. The language of the arbitration shall be in English

- 33.** Buyer 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 Buyer have any obligation to inform the affected bidder or bidders of the grounds for Buyer's action.

NOTE: This tender is subject to the policy and guidelines of the Government of India/ Department of Fertilizers for import of Urea, as applicable from time to time.

(AUTHORISED SIGNATORY)



ANNEXURE-I

SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE

DESCRIPTION: The material shall be in the form of white free flowing granules, prills or pellets or shots, shall be free from visible impurities and dust. The material must be chemically treated and coated to reduce Hygroscopicity.

NOTE: The material shall be considered free flowing at the time of unloading, if the prills/granules are separate from each other, the lumps or crust formed in the hatches of vessels are broken with slight pressure of fingers into separate prills/granules 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:-

S.NO.	CHARACTERISTICS	REQUIREMENTS
1.	Moisture percent by weight maximum	0.50%
2.	Total Nitrogen percent by weight (on dry basis) minimum	46.00%
3.	Biuret percent by weight, maximum	1.50%
4.	PARTICLE SIZE (PRILLED)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.
	OR PARTICLE SIZE (GRANULAR)	Minimum 90% of the material shall pass through 4 mm IS SIEVE (Tyler Sieve 5) and be retained on 2 mm IS SIEVE (Tyler Sieve 9). Not more than 5% shall be below 2 mm IS SIEVE.

METHOD OF ANALYSIS		
a.	Nitrogen	2.4.03 AOAC(1995)
b.	Biuret	2.4.23 AOAC(1995)
c.	Moisture	D.4 (TFI,1982)
d.	PARTICLE SIZE	IV A, TFI, (1982)
e.	Sampling	2.1.01., AOAC (1995) OR IC 1, IC 2, (TFI - 1982) OR Schedule II A of FCO, 1985

NOTES:

- i. The arrival of the material in white free flowing condition at Indian ports will be guaranteed by the suppliers. For any deviation from the above specifications, scale of penalties as per **Annexure-II** will apply.
- ii. Urea supplied shall be either in prilled or in granular form but no mix-up will be allowed cargo- wise. The whole vessel must have same type of urea loaded in it. Combined shipment of prilled and granular urea even in separate holds of vessel is not permitted



ANNEXURE- II

SCALE OF PENALTIES / DAMAGES

The penalties for deviations in specifications found at discharge port shall be recovered on the basis of scale given below:

1. NUTRIENT LOSSES

Any deficiency up to a maximum of 1% beyond the tolerance limits prescribed under Fertilizer Control Order (FCO).	5 times of the CFR value of the deficient Nutrient. In a non-standard fertilizer, the total deficiency beyond FCO specifications has to be counted for the purpose of computing Penalty/damages.
Deficiency beyond above limit.	As decided by the Expert Committee of Deptt. of Fertilizers, Govt. of India.

2. With regard to penalty/damages on excess moisture contents, the penalty/damages will be levied on pro-rata basis. The scale of penalty/damages will be prescribed as "two times the value of Fertilizers equivalent to excess moisture content in entire shipment by weight."

3. The penalty/damages on account of deviation in particle size will be of two components as under:-

- a. Penalty/damages on account of deficiency in particle size
- b. Penalty/damages on account of excess over-size particle.

The net penalty/damages on account of particle size deviation would be total of its two components (a + b) which will be determined as under:-

- i. Deficiency in particle size = Percentage of material below the lower sieve in the sample minus Maximum permissible material below the lower sieve.

The penalty/damages on account of deficiency will be 30% of the value of the material equivalent to "deficiency" in particle size (defined above) in entire shipment.

- ii. Excess of over size material = Percentage of material above upper sieve in the sample minus Maximum permissible percentage above upper sieve.

The penalty/damages on account of over-size will be 15% of the value of Fertilizers determined as over-size in entire shipment

On account of deviation in particle size, the buyer can reject the entire cargo or part thereof on recommendation of DOF.

4. The buyer, as per directions of DOF reserves its right to reject and return the entire cargo at discharge port, if it is not found fit for direct agriculture use or declared 'Non-standard' as per the report of the CFQC&TI, Faridabad or any of other agency appointed by DOF.

5. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct Application as fertilizer, as evidenced by the quality report of CFQC&TI, Faridabad or any of its regional laboratory. the Seller shall refund landed cost of the cargo found unfit as well as all consequential Handling and distribution costs thereof immediately on buyers first demand with value Date being 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.



TECHNO COMMERCIAL BID-COVERING LETTER FORMAT
(on Bidders letter- head)

To,

SUBJECT- Submission of Bid against Tender No.RCF/UREA/IMP/LTA/2025-26 Dated 01-NOV-2025

Dear Sir,

With reference to the above mentioned tender No. RCF/UREA/IMP/LTA/2025-26 Dated 01-NOV-2025 we here by forward the following documents for your consideration:-

1. Duly filled in Techno- Commercial Bid Format on Bidders letter head as per **Annexure III-B**.
2. Letter of Authority in favour of local agents (as per **Annexure-VI**) 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.
3. Board's Resolution/Letter of Authorization on principal foreign company/firm's letter-head duly authorizing the AR.
4. Complete set of Tender Document duly signed by bidder as a token of your acceptance of all terms and conditions of tender without any deviation.
5. Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
6. We certify that we would adhere to Fraud Prevention Policy of Buyer and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to our notice. In case of failure to do so, the Company may debar them for future transactions.
7. 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,

Encl: a/a

Yours faithfully

(Authorized Signatory)



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI 400 074. MAHARASHTRA, INDIA
CIN : L24110MH1978GOI020185

ANNEXURE – III B

TECHNO-COMMERCIAL BID FORMAT
(on Bidder's letter-head)

(TENDER NO. RCF/UREA/IMP/LTA/2025-26 Dated 01-NOV-2025)

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-VI) 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.	☐ YES ☐ NO
4.	Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR FURNISHED	☐ YES ☐ NO
5.	Annual Contracted Quantity offered against the Tender (In MT) – Bidder to offer a minimum quantity of 5,00,000 MT per annum or above (Bidder should quote a firm annual quantity in their offer and should not mention range in quantity offered like 10,00,000-11,00,000 MT)	
6.	Country of Origin :..... The origin of goods shall be from the country where the bidder is having their production/manufacturing facilities	
7.	Validity of Offer: Upto 2000 Hrs. IST on 01-MARCH-2026 (As per NIT)	☐ YES ☐ NO
8.	Signed and stamped Integrity Pact is enclosed	☐ YES ☐ NO
9.	Deviations from tender Terms, if any* :	
	* Offers with deviations are liable to be rejected at sole discretion of RCF	

Place

Name & Signature of the Bidder with
Seal of Designation.

Date:



ANNEXURE- IV

PRE-CONTRACT INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. **RCF/UREA/IMP/LTA/2025-26 Dated 1-Nov-2025**- inviting bids for PURCHASE OF PRILLED / GRANULAR UREA (BULK) FERTILIZER GRADE

The BIDDER M/s. _____ is willing to participate in the said Tender and understands that this Integrity Pact has to be executed between the parties as a prequalification for the Bidder to participate in the bidding process.

Bidder understands that Signing of the Integrity pact does not in any way guarantee awarding of the contract to the bidder signing the Integrity pact.

Both RCF and Bidder understand that Integrity Pact is deemed to be a part of the Contract (to be executed later with the successful Bidder).

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 RCF 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 RCF will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, RCF has appointed Independent External Monitors (IEMs), on the recommendations of the Central Vigilance Commission (CVC), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:

1. Commitments of RCF:

- a) RCF undertakes that no official of RCF, 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, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b) RCF 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.

*This tender is digitally signed by RCF
hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



- c) RCF 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 by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

- a) 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 RCF 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 RCF the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

- a) 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:
- b) 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 RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- c) 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 RCF, which he/she is not legally entitled to, 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 RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- d) Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- e) "In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s)."
- f) BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- g) The BIDDER further confirms and declares to RCF 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 RCF 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.
- h) 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 RCF 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.

*This tender is digitally signed by RCF
hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



- i) 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. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract. Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact. Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.
- j) The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF 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.
- k) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- l) 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.
- m) The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- n) 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 RCF, or, if any relative of an employee of RCF 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.
- o) 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 RCF.
- p) The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- q) Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

4. Transgression Clause:

- a) Transgression will mean instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities that a bidder or its personnel have been involved in.
Transgression for the purpose of the Integrity Pact shall mean and include any transgression that has occurred at any time within the past 3 (three) years reckoned from the submission of the bid.
It will also include transgression(s) for which cognizance was taken even before the said period of three years, but are pending conclusion.

4.2 Disclosure of Transgressions:

The Bidder hereby undertakes to provide complete and accurate information regarding past transgressions that may have occurred. The bidder further undertakes to provide complete and accurate information that may occur during the period of duration of contract.

*This tender is digitally signed by RCF
hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



5. Sanctions for violations:

a) 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 RCF 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. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

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 RCF, 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 RCF, 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 RCF 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 RCF, 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 RCF resulting from such termination and RCF 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 RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- 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 RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

*This tender is digitally signed by RCF
hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



- b) RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) 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, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.
- c) The decision of RCF 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, if they want to represent against the decision of RCF.

6. Independent Monitor:

- a) RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri N Shankar Reddy,
Ex-DGP and Road Safety Commissioner/CEO,
Kerala Road Safety Authority
Address: H No. 6-5-232-1; Brindavanam
80 Feet Road, Venkat Rao Nagar
Ran Nagar (PO), Anantapur
Andhra Pradesh – 515004. Email: shankerreddyips@gmail.com
2. Shri B Siddhartha Kumar
H. No. 3-7- 44, Plot No. 44,
Padma Nilayam, Street No.- 15,
A. G's Colony, Nalanda Nagar,
Attapur, Hyderabad – 500048 Email: bsiddharthak_66@rediffmail.com

(Note: IEMs should be contacted only for Integrity Pact related issues. For any other grievances/complaints/clarifications related to the tender, concerned RCF officials as mentioned on the cover page of this NIT should be contacted.)

- b) The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c) The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- d) Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.

Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.

- e) As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.

Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that

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hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



- f) provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- g) RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- h) The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

- a) In case of any allegation of violation of any provisions of these terms or payment of commission, etc. RCF 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 at Mumbai.

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:

- a) The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to 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.
- b) 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.

Note: If any prospective Bidder has any objection to sign the Integrity Pact, RCFL will refer the matter to the IEMs for their opinion and advice.

*This tender is digitally signed by RCF
hence no sign and stamp required*

*Sign and stamp of the Bidder & company seal Or
Digitally signed by the Bidder
Date:*



ANNEXURE – V

GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO CONTRACTS

1. The sellers will arrange for chartering suitable vessels to load the agreed quantity in full ship loads and sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyer or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port. Vessels will be chartered on Ferticon Charter Party. Seller shall make available minimum of 40,000 MT of Fertilizers 10% more or less at seller option at each port.
2. In case chartered ships are utilized, the maximum use of Indian ships shall be made by the sellers subject to Indian vessels being available at competitive freight rates.
3. Vessels will be chartered on the basis of one/two safe berth(s)/one/two safe port(s)/Anchorage on WCI or ECI.
4. The master to give 24 hours notice of ETA at each discharge port to Buyer.
5. A sailing advice is to be sent by Master to Buyer's Email IDs , and to KRISHKHAD, New Delhi Fax: 24365808/24362072 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 Buyer and KRISHKHAD, NEW DELHI 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, Buyer's Email IDs and to KRISHKHAD, New Delhi Fax: 011-23384763/ 011-23063324, 96 hours before vessel is due to arrive off Aden/Singapore and Master to again wireless to KRISHKHAD, New Delhi and Buyer 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-X 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.
11. 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 0500 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.
12. 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.
13. Rigging gangs employed at discharging port to be on the owners/sellers/ship's crew account.



14. 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.
15. 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.
16. 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.
17. 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).
18. 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.
19. 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 KRISHIKHAD, NewDelhi/Buyer latest on vessel passing Aden/Singapore in response to Master's telegram to Buyers giving 96/48 hours notice of ETA Aden/Singapore.
20. 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.
21. Owners are to give name of agents at discharging port(s) to KRISHIKHAD, New Delhi and Buyer, by e-mail within 48 hours of receipt of discharging port orders.
22. 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.
23. Lighterage, if any at the discharge port(s) to be at Receiver's risk and expense subject to clause16.
24. 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.
25. The sellers undertake to advise the buyers and KRISHIKHAD, New Delhi 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.
26. 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.



- 27.** 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.
- 28.** 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.
- 29.** 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.
- 30.** Before finally confirming the vessel, approval from Department of Fertilizers and Buyer will be obtained giving full details of the vessel and other relevant particulars like Despatch /Demurrage rate etc.
- 31.** Sellers shall be responsible to Buyers for any/all acts of omission and commission by or on behalf of ship-owners.
- 32.** Before, finally confirming the vessel, approval from Buyer 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.
- 33.** Overage Insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
- 34.** 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.
- 35.** Vessel to be consigned to Receivers agents at discharge port for entry with port and customs. Owner paying customary agency fee.



36. All vessel related charges including composite berth hire charges to be on owners account.
37. If the vessel is gearless, then the waiting of the vessel if any, for shore crane berth will be on supplier's account and lay time to commence & count with effect from the berthing of the vessel at shore crane berth of discharge port or turn time after NOR whichever is later.
38. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted in writing.



ANNEXURE-VI

(To be given on Principal foreign company's Letter Head)

Offer Ref.No. _____

Date _____

Sub: Letter of Authority

Tender No. RCF/UREA/IMP/2025-26/LTA Dated 01-Nov-2025

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 Urea to _____:

- i. To sign and submit bid on our behalf and participate in the above noted tender.
- ii. To receive **Letter of Award**/order from _____ 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 _____.

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-VII

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 1700 hours Monday to Friday and 1000 hours to 1200 hours on Saturday)

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

*Gearless vessels will be accepted at Pipavav, Adani Tuna Bulk Terminal, Kakinada Deep Water, Mundra, Rozy, Krishnapatnam, Gangavaram, Karaikal and Paradip (PICT), in case of vessel handle on these ports, fitted with geared, such vessel cannot be treated as Gearless. Vessels fixed for all other ports should be capable of achieving prescribed discharge rates by ship cranes.



APPROVED LIST OF BANKERS FOR PBG

A) NATIONALISED BANKS: 1. State Bank of India 2. Allahabad Bank 3. Andhra Bank, 4. Bank of Baroda, 5. Bank of India, 6. Bank of Maharashtra, 7. Canara Bank 8. Central Bank of India, 9. Corporation Bank, 10. Dena Bank,	 11. Indian Bank, 12. Indian Overseas Bank, 13. Oriental Bank of Commerce 14. Punjab & Sind Bank, 15. Punjab National Bank, 16. Syndicate Bank, 17. UCO Bank, 18. Union Bank of India, 19. United Bank of India, 20. Vijaya Bank.
B) OTHER PRIVATE BANKS: 1. Axis Bank 2. Catholic Syrian Bank Ltd 3. City Union Bank Ltd 4. Federal Bank Ltd. 5. HDFC Bank Ltd. 6. ICICI Bank Ltd. 7. IDBI Bank Ltd. 8. IndusInd Bank Ltd.	 9. IDFC Bank Ltd. 10. Jammu & Kashmir Bank Ltd. 11. Karnataka Bank Ltd. 12. Karur Vysya Bank Ltd. 13. Kotak Mahindra Bank Ltd. 14. RBL Bank Ltd. 15. South Indian Bank Ltd., 16. Tamilnad Merchantile Bank Ltd., 17. YES Bank
C) FOREIGN BANKS: 1. American Express Bank Ltd, 2. Bank of American National Trust & Saving Association 3. Bank of Tokyo – Mitsubishi UFJ Ltd, 4. Barclays Bank PLC 5. BNP Paribas 6. Calyon Bank 7. Citibank N.A. 8. Deutsche Bank,	 9. Shinhan Bank, 10. Development Bank of Singapore (DBS) 11. Hong Kong & Shanghai Banking Corporation Ltd 12. JP Morgan Chase Bank, 13. Royal Bank of Scotland 14. Standard Chartered Bank, 15. Bank of America 16. Emirates Bank NBD



ANNEXURE-IX

PERFORMANCE GUARANTEE BOND

(To be submitted on **Rs. 500/-** non judicial stamp paper)

Bank Guarantee No.: _____

Dated _____

M/s _____,

.....,

.....

.....

Dear Sirs,

In consideration of M/s _____, [hereinafter referred to as '_____'; 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 _____ 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 to as '**Order**'] placed by _____ 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 _____ an amount not exceeding US\$ _____ [US Dollar _____] on demand made by _____ 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 _____ 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 _____ 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 _____ 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 _____ under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till _____ 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 _____ 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 _____ 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 _____ 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 _____ or any indulgence by _____ 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, _____ 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 42 months** from the date of issue of LOA/CONTRACT.

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 _____.

9. The BANK hereby agrees that the Courts in Delhi/Mumbai shall have exclusive jurisdiction in any matter of dispute between _____ and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Buyer's registered address.

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 _____ 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.



DRAFT CONTRACT FOR IMPORT OF PRILLED/GRANULAR UREA (BULK)
FERTILIZER GRADE

CONTRACT No. _____

DATED: _____

This contract of purchase is made and entered into on this <date>, between:

SELLER: _____

hereinafter called the Seller (which expression shall unless repugnant to the context mean and shall include its successors and assigns), and

BUYER: _____

In consideration of the mutual covenants and provisions contained herein, the parties thereto agree as follows:

1. CONTRACT PERIOD

Period of Contract between the supplier and buyer will be for initial period of Three years (3) years and further extendable by another two (2) years, one year at a time.

2. START DATE

Start date is _____

3. CONTRACT YEAR

The first Contract year is valid from _____ to _____.

4. LOAD PORT/COUNTRY

Load port country _____ and port is _____

5. ANNUAL CONTRACTED QUANTITY (ACQ):

_____ Million Tonnes per Contract Year.

6. PURCHASE PRICE OF UREA

The discount will be applicable throughout the duration of the contract period.

Applicable Shipment price Formula under the contract

*WCI CFR (US\$PMT) Less % Discount offered

**ECI CFR (US\$PMT) Less % Discount offered

*WCI CFR price (US\$PMT) = The price per metric ton payable by the Buyer for each lot/delivery will be determined in US Dollars according to the Lowest (L1) CFR price (US\$PMT) for West Coast of India, under latest Urea Tender issued by Government of India or agencies nominated by Govt. of India like RCF/IPL/NFL/or any other agency nominated from time to time.

**ECI CFR price (US\$PMT) = The price per metric ton payable by the Buyer for each lot/delivery will be determined in US Dollars according to the Lowest (L1) CFR price (US\$PMT) for East Coast of India, under latest Urea Tender issued by Government of India or STEs nominated by Govt. of India like RCF/IPL/NFL/ or any other agency nominated from time to time.

If STE(Buyer) has not issued the above mentioned tender for a period of more than sixty (60) days, the following price formula shall apply for determining the CFR price for both coasts (ECI and WCI) on which the % Discount will be applicable, until such time as a price has been determined in accordance with the applicable formula specified above.

Average of Low end & High end prices of Granular urea in bulk quoted in the weekly reports of "IHS Market



Nitrogen Report Urea: Agribusiness/Fertecon" - given in the sub index: Bulk Urea Granular" Middle East fob excl US" and in the weekly reports of " Argus Nitrogen - given in the sub index: Granular Urea – FOB Bulk: Middle East non-US netbacks (hereinafter called the "weekly reports") by calculating the arithmetic average of the weekly reports published during the 2 week immediately prior to Bill of Lading date + Average Freight published for Middle East to WCI in CRU Fertilizer report (weekly) published during the 2 weeks immediately prior to Bill of Lading date.

For the avoidance of doubt, the foregoing alternative pricing formula shall apply to any shipments where the bill of lading date falls between the last day of such sixty (60) day period and the date on which a price can be determined in accordance with reference to an applicable Urea tender price.

Specified Journals –

- Argus Nitrogen, UK;
- IHS Markit Nitrogen Report: Urea; Agribusiness/ Fertecon
- CRU Fertilizer report

7. QUALITY SPECIFICATIONS AND METHOD OF ANALYSIS

- a. Quality specifications shall be as per **Annexure-I**.
- b. In the event of any consignment not conforming to the contractual specifications, the Buyer has the right to reject the same.

NOTE:

- Samples to be taken, held and composited by such procedure as will produce a truly representative final sample with particular care being taken to preclude moisture changes; and
- Sampling to be performed 250/500 MT at prescribed intervals and preferably to be done during loading aboard the vessel.

8. 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 as per clause no. 2 & 3 above (annual / monthly quantities), the same shall be treated as breach of contract unless specifically extended by buyer/DOF 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. The Liquidated damages recovered from the seller shall ultimately be paid to DOF. In case the binding monthly Schedule is not complied with by the Seller or in case of delay in shipments, then the Liquidated damages shall be applicable from the 1st day of the next ensuing month for the undelivered quantity of the binding monthly quantity schedule. Bill of Lading shall be considered as shipment date.

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 import prices in India, established through subsequent tender(s) by State Trading Enterprises (STEs).

(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 and/or other canalizing agencies in India.

However, the Buyer/DOF reserve 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/DOF in this regard will be conclusive and shall be binding on the Seller.

9. COUNTRY OF ORIGIN:

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

In the event of contract being executed, Performance Bond Guarantee of amount equivalent to 1% value of the agreed quarterly contracted quantity on prevalent India CFR price – higher of the ECI/WCI range (on the date of contract) shall have to be submitted by the seller strictly as per format within 10 days from the date of signing of contract. The PG bond shall be kept valid for six months beyond the contract expiry date. Conditional PG bonds are not acceptable. The PG Bond shall cover the performance of the contract, quantity short landed, quality penalties based on discharge port results, LP/DP despatch/demurrage or etc.

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.

Performance Guarantee Bond to be kept valid for the whole duration of contract and till discharge port results, in respect of weight and quality, and amount of penalties and dispatch / demurrage / dead freight / detention charges also as performance would be deemed 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 the last shipment of the contract. In case of any delay due to unforeseen circumstances sellers have to extend the validity of P/G Bond at the request of the Buyers.

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

11. PAYMENT:

Without prejudice to Buyer's right to recover the damages, payment shall be effected through Letter of Credit payable at sight. RCF will open vessel wise LC (Irrevocable, non-transferable and non-assignable) in favour of seller with a provisional price on the basis of lay can period after fixation of the vessel. LCs shall be amended based on applicable shipment price for respective shipments as per clause no. 26 of NIT. Invoicing shall be done accordingly with the discount offered in percentage terms being rounded off upto two decimal places in absolute values. The letter of credit shall be payable for 100% of the invoice value based on load port results and against presentation of the following documents

- i. Commercial invoice in three originals and seven certified copies in the name of Buyer.
- ii. All three original negotiable copies of the clean shipped on board marked freight payable (as per charter party) Bill of Lading and three non-negotiable copies thereof, showing Ministry of Chemicals and Fertilizers (Department of Fertilizers) Govt. of India as consignee and notify party as the Buyer. Charter party bill of lading acceptable provided it bears an endorsement that all terms and conditions of the relevant charter party are deemed to have been incorporated therein. BL signed by freight forwarders not acceptable.
- iii. One or Two original Certificate of origin along with five copies thereof duly signed/ issued by Chamber/ Ministry of Commerce, Industry or Trade and/ or any other competent authority certifying therein the country of origin of goods. For Chinese origin cargo, Certificate of Origin issued by 'China Council for the Promotion of International Trade' is acceptable.
- iv. One original and a copy of load port draft survey report issued by buyers' Inspection agency.
- v. Beneficiary/seller's original certificate of inspection along with three copies showing quality, quantity, weight and method(s) of analysis as per Annexure-I of the contract adopted and being certified by the buyers' Inspection agency.
- vi. (a) One original along with three copies certificate of inspection thereof issued by the buyer's inspecting agency showing the analysis and weight and the method of analysis adopted, strictly as per **Annexure-I**.
(b) A separate quality certificate issued by the designated inspection agency (One original + Three Copies).



- vii. Copy of transmitted e-mail sent by the beneficiary to Buyer informing about despatch of two originals of Loadport Quality Certificates (issued by Buyer's designated Load port Inspection Agency) sent directly by Beneficiary to Buyer through a First class international courier within 3 working days after date of sailing of vessel from load port. The said e-mail should show following attachments had been sent with the e-mail:-
 - (a) Two scanned copies of Loadport Quality Certificates.
 - (b) Copy of courier receipt (showing beneficiary as consignor/sender) mentioning details of courier number, date, etc.
- viii. Copy of courier receipt (as per beneficiary's e-mail at Serial No. vii above) through which two originals Load port Quality Certificates were sent directly by the beneficiary to Buyer within 3 working days after date of sailing of vessel from load ports.
- ix. Certificate from the Beneficiary to the effect that the following documents have been dispatched to Buyer's address mentioned above by international recognized courier. Copy of courier receipts to form part of negotiable documents
 - (a) 3 Non Negotiable copies of Bill of Lading.
 - (b) 3 Copies of Commercial Invoices.
 - (c) 3 Copies of Certificate of Origin.
- x. Copy of e-mail sent by beneficiary to Buyer within 24 hrs. after departure of the vessel from loadport giving following information:-
 - (a) Name of the vessel
 - (b) Date of sailing
 - (c) Quantity shipped
 - (d) BL No. & date
 - (e) Invoice No., date and value
- xi. Certificate from the beneficiaries/manufacturers that the material supplied under the contract is correct as to quantity and quality and specifications as per Annexure-I, rate, total value and the payment is due in accordance with the terms of the contract at the time of presentation of documents.
- xii. Certificate of Cleanliness of holds issued by the buyer's Inspection agency.
- xiii. Beneficiary is required to send by Fax / E-mail copies of all negotiable documents to Buyer's registered, before negotiation of this LC. Beneficiary's certificate to this effect forms part of negotiable documents.
- xiv. Two Original along with two copies each of stowage plan.
- xv. A Certificate from the Master of the vessel or its agent certifying that the shipment is by seaworthy vessel and Classified 100 A-1 by Lloyds or Equivalent Class.

Contract No. & Date and Letter of credit No. & Date must be mentioned on all Bills of Lading, Certificates of origin, Quality Certificates and Commercial Invoices.

All Bank charges in India for the establishment of letter of credit shall be borne by the Buyer. All Bank charges outside India shall be to the account of the Seller. In case confirmation of the Letter of Credit is required by the seller the same shall be at the cost and expenses of the seller. The Letter of Credit amendment/extension charges, if any, shall be borne by the party responsible for occasioning the amendment/extension. On the date of negotiation, sellers will inform the buyer's details of negotiation such as contract no., vessel's name, date of sailing, amount of invoice negotiated, name of bank and date of negotiation by E-mail.

12. PRE-SHIPMENT INSPECTION FOR QUALITY & WEIGHT:

Buyer shall have the right to inspect fertilizer at all reasonable times prior to shipment thereof by appointing their own Inspecting Agency.

- i. Inspection will be carried out before shipment by the buyer or their authorized representative/appointed Inspecting Agency at the factories of the supplier/ manufacturer and/or at any other place including at the port of loading at their discretion.
- ii. At least 10 (Ten) days clear notice in writing shall be given by the Seller before loading the cargo into container/barges or directly into the ship at the producing factory to the buyer's authorized Inspecting Agency



with fax/cable intimation to buyer. The notice to the Inspecting Agency and intimation to the buyer shall contain the following information;

- a. Location of producing factory;
 - b. Contract Number and description of fertilizers;
 - c. Date of loading/despatch from factory;
 - d. Quantity to be shipped, name of the vessel and port of loading.
- iii. (a) For purposes of determining quality, the Inspecting Agency may at their discretion draw samples of material at the producing factory as specified in the contract but shall draw samples in all cases during the loading of the vessel with a view to ensure that the material loaded conforms to the contractual specifications. A clear inspection note will be released by the Inspecting Agency only if they are satisfied with the contractual specifications of the Cargo loaded.
- (b) Samples so drawn shall be sent to the laboratory nominated by the Inspecting agency.
- iv. The Seller will provide free of cost facilities to the Inspecting Agency for taking the samples.
- v. Factory production analysis records shall be made available for the scrutiny of the Inspecting Agency for checking whether the material produced is in conformity with the contractual specification. This will include distribution of particle size & coating as well as nutrient contents etc.
- vi. After inspection and sampling, the analysis report, weight records and other data required by the Inspecting Agency shall be forwarded to them. A copy of the vessel's Bill of Lading shall also be provided as evidence of quantity loaded in good condition i.e. clean. All documents regarding shipment shall be couriered/ airmailed immediately to avoid delay in the issue of Inspection certificate for claiming payment by the Sellers.
- vii. Analysis report should specify the nutrients and other requirements of the contract specification. 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 the name of the vessel. If more than one factory supplies cargo for same vessel, a separate factory analysis report shall be provided for each of the factories.
- viii. The weight should be determined by conducting draft survey before loading of the cargo and after completion of the loading of the cargo through an independent internationally reputed surveyor at buyer's cost. Bill of Lading and Invoice will show draft survey weight.

13. CHECK WEIGHMENT AND QUALITY AT THE INDIAN PORT OF DISCHARGE:

- i. 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 (JDSR) conducted at the discharge port shall be treated as final and binding on the Seller.

- ii. The weight determined by Joint Draft Survey at discharge port would be final and binding on the Seller for the purpose of payment. Payment will be released for actual quantity after JDSR at discharge port or B/L quantity, whichever is lower. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly.
- iii. Buyer and/or its Receivers shall draw samples for determining the quality of the cargo at the port of discharge through an independent reputed Inspection Agency or may opt for the mandatory inspection from Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory. The quality so determined at discharge port shall be final and binding on the Seller.
- iv. The Seller, shall nominate its representative to supervise the draft survey and drawal of samples at discharge port at his own expenses. Buyer will advise the port of discharge immediately on its nomination by the Department of Fertilizers. The names of such representatives with their telephone no., fax nos. and full address shall be advised by the Sellers to Buyer within two working days. All the authorized representatives will sign at the time samples are sealed without exception. Two such sealed samples will be kept by the representatives of Central Fertilizer Quality Control & Training Institute or any of its regional laboratory and the third sealed sample will be handed over to the representative of the Seller.



In case the Seller's representative for whatever reason does not associate himself at the time of drawl of samples etc., it is clearly understood that the drawl of sample by the representative of CFQC&TI or any of its regional laboratory shall be final and binding.

- v. In case, payment is already released to the Seller, the payment for shortage in quantity, as revealed by the joint draft survey at discharge port vis-a-vis the Bill of Lading quantity, and the amount of penalties levied on account of deviations in quality (Nutrients, Moisture and particle size) on the basis of discharge port analysis as per **(iii) above** vis-a-vis specifications in the contract would be paid by the seller within 30 days from the date of claim failing which Buyer shall have recourse to the PG Bond executed by the sellers. Further, the Seller shall also make good such other incidental recoveries made by Department of Fertilizers arising out of such short delivery through payment to Buyer directly within 15 days of notification by Buyer.
- vi. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs thereof immediately on Buyers first demand within 7 days of buyer's 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.
- vii. In the event of supply of short or damaged cargo, in addition to cost of such cargo, losses on account of exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered/deducted by DOF and/or by Insurance Company from Buyer shall be to the account of Seller.

14. UMPIRE ANALYSIS:

- i. The Buyer and/or Receivers' representative and the Seller's representative must be present at the time of sample collection at discharge port. The Receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratory and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, or any of its regional laboratory only.
- ii. 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 Buyer 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 up to 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 at least 3 (three) eligible laboratories for umpire analysis, out of which Buyer 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 sample drawn by representative of surveyor/ inspection agency nominated by Buyer or its nominee.

- iii. 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. refused to sign or signs under protest the Joint draft survey report, Buyer and/or its Receivers may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizers (GOI). 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 survey shall be equally borne by the parties.
- iv. The penalties for deviations in specifications found at discharge port will be recovered on the basis of scales given in Annexure-II.

15. SHIPPING INTIMATION /ADVICE:

- (a) Within 2 days on completion of loading and sailing of vessel, the seller shall advise the buyer by e-mail/ fax



the name of the vessel, date of sailing, quantity shipped, BL No. & date, Invoice No., date & value.

- (b) Suppliers must send scanned copy of Bill of Lading, Invoice, Certificate of Inspection and separate Quality Certificate issued by designated Inspection agency on e-mail within 72 hours of sailing of the vessel from loadport.
- (c) Suppliers are required to dispatch two originals of Loadport Quality Certificates issued by Buyer's designated Loadport Inspection Agency directly to Buyer by First class international courier within 3 working days after date of sailing of vessel from loadports. In addition, suppliers to immediately (on the same day of dispatch of courier) intimate Buyer through e-mail regarding dispatch of two originals Loadport Quality Certificates by them providing details of courier number, date, etc. along with scanned copies of Loadport Quality Certificates and courier receipt (showing beneficiary as consignor/sender) through which two originals Loadport Quality Certificates are being sent by them. Copies of transmitted e-mail and courier receipt shall be part of negotiable documents to be submitted in bank for release of payment.
- (d) Suppliers are also required to dispatch directly to the buyer three non-negotiable sets along with three photocopies of negotiable sets each of following documents through Internationally reputed courier within 7 days from the date of sailing of the vessel:
 - i. Clean on Board Bill of Lading showing Ministry of Chemicals and Fertilizers, Govt. of India as the consignee and Buyer as the notify party.
 - ii. Signed commercial invoice issued by sellers for 100% of value.
 - iii. Certificate of Origin.
 - iv. Certificate of analysis of cargo issued by Buyer's nominated Inspection agency at loadport.
 - v. Quality Certificate issued by Buyer's nominated Inspection agency.
 - vi. Draft survey report/ certificate issued at loadport showing quantity loaded.
- (e) Sellers are required to inform the following details to the buyers by fax immediately on negotiation of documents under buyer's L/C to facilitate the buyers to provide necessary funds in their bank account to honor their documents:-
 - i. Date of negotiation.
 - ii. Amount negotiated.
 - iii. Expected date of receipt of documents at opening bank's counter.
 - iv. Courier receipt no. and date.

16. WHARFAGE/DEMURRAGE:

If any wharfage or demurrage results at the port of discharge due to negligence of or any cause attributable to the Seller or their nominee including negligence of sending correct and complete documents in time connected with the shipment of material under this contract and if in consequence thereof, clearance of the consignment by the buyer or delivery of goods is delayed resulting in wharfage or demurrage such wharfage or demurrage shall be to the account of the seller. Similarly any wharfage or demurrage resulting from the negligence or default on the part of Buyer shall be to the Buyer's account.

17. SHIPPING TERMS AND CONDITIONS:

As per Annexure-V attached.

18. SETTLEMENT OF DESPATCH & DEMURRAGE:

The Seller guarantees to prepare the lay days statement on the basis of the certified statement of facts and send it to the Buyer within 15 (Fifteen) days of the date of sailing of the vessel. After the lay days statement has been accepted by the Buyer, the monetary settlement of dispatch/demurrage shall be effected by the respective parties within one month of the date of acceptance of the lay days statement. In case SOF is not given by the suppliers within 15 days from shipment date, buyers shall have the right to invoke PBG and receive loadport demurrage/ dispatch based on buyer's calculations.

19. TITLE AND RISK:

Title to the goods and risk shall pass from Seller to Buyer on material crossing the ship rail at loading port.



20. TAXATION:

All taxes, duties, levies, charges, cesses, etc. in the nature of taxes or penalty/damages which may be imposed outside India on Urea will be to the account of the Seller.

Any taxes, duties or levies in the nature of taxes which may be imposed on the quantity of urea discharged in India, shall be to the account of the Buyer.

21. FORCE MAJEURE:

- a. 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.
- b. 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.
- c. If operation of such circumstances exceed three months, each party shall have the right to refuse further performance of the contract by giving written notice to other party in which case neither party shall have the right to claim eventual damages.
- d. 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.
- e. 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.

22. 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 Mumbai. The language of the arbitration shall be in English

23. INDIAN AGENTS COMMISSION:

If any, shall be paid by the suppliers directly including commission payable to foreign companies.

24. AMENDMENTS:

Any amendments and additions to this contract shall be valid only if made in writing duly signed and stamped by both the parties.

25. ASSIGNMENTS PROHIBITED:

The seller shall not assign or delegate or transfer any of their duties, rights, interest, obligation due here under this contract in full or part to any party without prior written consent of the Buyer. The provisions of this paragraph shall also apply to:

- (a) Sub-contracting for the procurement of commodity purchased hereunder; and



(b) A sale or encumbrance of substantially all of the Seller share or assets, a merger of Seller's business or insolvency or Receivership proceedings in respect of Seller business.

26. INDEMINITY

The seller undertakes and agrees to compensate, indemnify, defend and hold harmless Buyer for all liability, losses, damages and claims, including but not limited to fines, penalties, interest, legal or consultant fees and other loss and costs etc. arising out of or relating to its liability or breach of its obligations in accordance with the provisions of this contract and/or any misrepresentation or breach of its representations or warranties set out in this contract etc.

27. SPECIAL CONDITIONS

- a) Any claim, dispute, or controversy arising out of, or in relation to, this contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days from receipt of notice by the Defaulting Party, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration. Failing resolution of the dispute within the above period of 30 days, aggrieved Party may commence arbitration proceedings in order to resolve the dispute.
- b) A waiver, whether oral or in writing, expressed or implied, by any Party of any failure by a Party in the observance and performance of any of the terms, conditions, obligations, responsibilities, or duties set forth in this contract shall not constitute or be construed as a waiver of any subsequent or other failure.
- c) It is expressly understood and agreed by and between the buyer/seller that Buyer is making the purchases on account of Department of Fertilizer (DOF). In case of any deductions are made from the bills of Buyer by Department of Fertilizer (DOF) Govt. of India on account of deviations in the specifications or due to short-landing at discharge port visa-vis Bill of Lading Quantity or on any other account, the amount will be reimbursed by the seller. Despatch/demurrage as settled by the Buyer shall be final and binding on Sellers.

For acceptance of vessel, receiver nomination and Letter of Authority at discharge port, extension of shipment period, approval of DOF will be sought by buyer and once the same is received from DOF the same can be conveyed to seller.

28. INTEGRITY PACT:

M/s _____ (Bidder) and Buyer agree that Integrity Pact is a part of this contract and both the parties are bound by its provisions.

29. OTHER CONDITIONS:

Buyer shall arrange to obtain the relative import licenses and get them revalidated whenever necessary. Similarly, the Seller shall arrange to obtain export license, if needed, for the export of goods from their country. The goods shall not be shipped till the import license number and date are communicated in writing to the Sellers and all shipping documents shall bear the relative contract number and the import license number and date. All taxes, duties, levies, cesses etc. in the Sellers and Buyers countries shall be to their respective accounts.

30. GENERAL:

All communication/notices required to be given by the Seller to the Buyer under this contract, should reach the Buyer in India latest by 1600 hours (IST) on the dates specified in this contract. All other important communications are to be sent by the Sellers so as to reach by 1600 hours (IST) only on working days of Buyer.

Seller shall courier through a reputed international express courier service two copies each of non-negotiable bills of lading, nominated load port surveyor's signed certificate(s), signed invoice and certificate of origin within 7 (Seven) days of the date of last Bill of Lading of each cargo to the Buyer. Seller shall advise the particulars of such despatch of documents by fax/telex to the Buyer immediately after despatch thereof.

31. This contract is in confirmation to our Letter of Award/Intent __dated: __.

32. SEVERABILITY:

Seller and Buyer agrees that if any of the provision of this Contract becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial



effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

33. CONFIDENTIALITY:

The parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of the contract and two years after the completion or termination of contract. Neither party shall disclose any such information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the parties or (ii) is made in connection with a party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the party intending to make such disclosure shall advise the other party in advance and cooperate to minimize the disclosure of any such information except disclosure made by the buyer to inspection agency for carrying out inspection of the cargo, DOF, Receiver of the cargo and banks (for LC opening/CAD negotiation).

34. JURISDICTION:

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

35. GOVERNING LAW:

The contract shall be constructed and governed by Indian Law.

36. NOTICE:

For the purpose this agreement, any notice and all other communication provided for in this agreement shall be in writing and shall be deemed to have been duly given when received at the respective addresses set forth below:

For Seller: <Address of the seller>

For Buyer: <Address of the Buyer>

37. PREVIOUS CORRESPONDENCE:

After the signing of this contract, all previous correspondence and negotiations pertaining thereto shall stand superceded by the terms and conditions of this contract which shall prevail.

Terms and conditions of Tender No. RCF/UREA/IMP/LTA/2025-26 dated 1-Nov-2025 which are not in conflict with or at variance or inconsistent with the terms hereof, shall form an integral part of this contract.

IN WITNES WHEREOF the parties hereto have signed this agreement on _____ Day of _____

SELLER

For and on behalf of: For and on behalf of:

Signature _____

Full Name

Designation

Stamp of the Company

BUYER

Signature _____

Full Name

Designation

Stamp of the Company



ANNEXURE-XI

PROFORMA FOR LETTER OF CREDIT

From any Indian/Foreign Banks (at the option of Buyer)

40 A	FORM OF DOCUMENTARY CREDIT :	IRREVOCABLE
20	TRANSACTION REFERENCE NUMBER DOCUMENTARY CREDIT NUMBER :	XXXXXXXX
31 C	DATE OF ISSUE :	[]
31 D	DATE AND: PLACE OF EXPIRY:	
51	APPLICANT BANK	
50	APPLICANT:	BUYER BUYER's ADDRESS
59	BENEFICIARY :	
32 B	CURRENCY CODE, AMOUNT :	
39 A	VARIATION ON L/C AMOUNT:	
41 A	AVAILABLE WITH/BY :	
42 A	DRAWEE BIC:	
42 C	DRAFTS AT:	SIGHT
43 P	PARTIAL SHIPMENTS :	NOT ALLOWED
43 T	TRANS-SHIPMENT :	NOT ALLOWED
44 E	LOADING ON BOARD/	



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DISPATCH/ TAKING IN

CHARGE AT/FROM

44 F FOR TRANSPORTATION TO:

44 C LATEST DATE OF SHIPMENT:

45 A DESCRIPTION OF GOODS AND/OR SERVICES: _____ MTS +/- 10% BULK UREA 46 PCT MINIMUM NITROGEN FERTILIZER GRADE AT A PRICE OF USD _____ PMT , INDIA.

46 A DOCUMENTS REQUIRED:

1. COMMERCIAL INVOICE IN THREE ORIGINALS AND SEVEN CERTIFIED COPIES IN THE NAME OF BUYER.
2. ALL THREE ORIGINAL NEGOTIABLE COPIES OF BILL OF LADING MENTIONING " CLEAN SHIPPED ON BOARD AND MARKED" FREIGHT PAYABLE AS PER CHARTER PARTY AND THREE NON- NEGOTIABLE COPIES THEREOF, SHOWING MINISTRY OF CHEMICALS AND FERTILIZERS (DEPARTMENT OF FERTILIZERS) GOVT. OF INDIA AS CONSIGNEE AND NOTIFY PARTY AS THE BUYER. CHARTER PARTY BILL OF LADING ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF THE RELEVANT CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN. BL SIGNED BY FREIGHT FORWARDERS NOT ACCEPTABLE.
3. ONE OR TWO ORIGINAL CERTIFICATE OF ORIGIN ALONG WITH FIVE COPIES THEREOF DULY SIGNED/ISSUED BY CHAMBER/ MINISTRY OF COMMERCE, INDUSTRY OR TRADE AND/OR ANY OTHER COMPETENT AUTHORITY CERTIFYING THEREIN THE COUNTRY OF ORIGIN OF GOODS. FOR CHINESE ORIGIN CARGO, CERTIFICATE OF ORIGIN ISSUED BY 'CHINA COUNCIL FOR THE PROMOTION OF INTERNATIONAL TRADE' IS ACCEPTABLE.
4. ONE ORIGINAL AND A COPY OF LOAD PORT DRAFT SURVEY REPORT ISSUED BY OPENER'S INSPECTION AGENCY _____.
5. BENEFICIARY/ SELLER'S ORIGINAL CERTIFICATE OF INSPECTION ALONG WITH THREE COPIES SHOWING QUALITY, QUANTITY, WEIGHT AND METHOD(S) OF ANALYSIS ADOPTED, ACCORDING TO SPECIFICATIONS AND METHOD OF ANALYSIS MENTIONED BELOW AND THE SAME BEING CERTIFIED BY THE OPENER'S INSPECTION AGENCY:

S.NO.	CHARACTERISTICS	REQUIREMENTS
1.	Moisture percent by weight maximum	0.50%
2.	Total Nitrogen percent by weight (on dry basis) minimum	46.00%
3.	Biuret percent by weight, maximum	1.50%
4.	PARTICLE SIZE (PRILLED)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.
	OR PARTICLE SIZE (GRANULAR)	Minimum 90% of the material shall pass through 4 mm IS SIEVE and be retained on 2 mm IS SIEVE. Not more than 5% shall be below 2mm IS SIEVE.



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<u>METHOD OF ANALYSIS</u>	
Nitrogen	2.4.03 AOAC(1995)
Biuret	2.4.23 AOAC(1995)
Moisture -	D.4 (TFI,1982)
PARTICLE SIZE	IV A, TFI, (1982)
Sampling	2.1.01., AOAC (1995) ORIC 1, IC 2, (TFI - 1982) OR Schedule II A of FCO, 1985

6. (a) ONE ORIGINAL ALONG WITH THREE COPIES OF CERTIFICATE OF INSPECTION ISSUED BY OPENER'S INSPECTING AGENCY_____SHOWING THE ANALYSIS AND WEIGHT AND THE METHOD OF ANALYSIS ADOPTED, STRICTLY AS PER SPECIFICATIONS AND METHOD OF ANALYSIS AS MENTIONED AT FIELD 46A CLAUSE NO. 5ABOVE.

(b) A SEPARATE QUALITY CERTIFICATE ISSUED BY THE DESIGNATED INSPECTION AGENCY-
7. COPY OF TRANSMITTED E-MAIL SENT BY THE BENEFICIARY TO BUYER INFORMING ABOUT DESPATCH OF TWO ORIGINALS OF LOADPORT QUALITY CERTIFICATES (ISSUED BY BUYER 'S DESIGNATED LOADPORT INSPECTION AGENCY) DIRECTLY BY BENEFECIARY TO BUYER THROUGH A FIRST CLASS INTERNATIONAL COURIER WITHIN 3 WORKING DAYS AFTER DATE OF SAILING OF VESSEL FROM LOAD PORT. THE SAID E-MAIL SHOULD SHOW FOLLOWING ATTACHMENTS HAD BEEN SENT WITH THE E-MAIL:-

d) TWO SCANNED COPIES OF LOADPORT QUALITY CERTIFICATES
e) COPY OF COURIER RECEIPT (SHOWING BENEFICIARY AS CONSIGNOR/SENDER) MENTIONING DETAILS OF COURIER NUMBER, DATE, ETC.



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8. CERTIFICATE FROM THE BENEFECIARY TO THE EFFECT THAT THE FOLLOWING DOCUMENTS HAVE BEEN DESPATCHED TO _____ ADDRESS MENTIONED ABOVE BY INTERNATIONAL RECOGNIZED COURIER. COPY OF COURIER RECEIPTS TO FORM PART OF NEGOTIABLE DOCUMENTS.
 - A) 3 NON NEGOTIABLE COPIES OF BILL OF LADING
 - B) 3 COPIES OF COMMERCIAL INVOICES
 - C) 3 COPIES OF CERTIFICATE OF ORIGIN
9. COPY OF FAX MESSAGE SENT BY BENEFICIARY TO _____ FAX NO. _____ SENT WITHIN 24 HRS AFTER DEPARTURE OF THE VESSEL FROM LOADPORT GIVING DETAILS OF NAME OF VESSEL, DATE OF SAILING, QUANTITY SHIPPED, B/L NO. AND DATE, AND INVOICE NO., DATE & VALUE.
10. CERTIFICATE FROM THE BENEFICIARIES/ MANUFACTURERS THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT IS CORRECT AS TO QUANTITY AND QUALITY AND SPECIFICATIONS AS MENTIONED AT FIELD 46A CLAUSE NO. 5 ABOVE, RATE, TOTAL VALUE AND THE PAYMENT IS DUE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AT THE TIME OF PRESENTATION OF DOCUMENTS.
11. CERTIFICATE OF CLEANLINESS OF HOLDS ISSUED BY THE OPENER'S INSPECTION AGENCY _____.
12. BENEFICIARY IS REQUIRED TO SEND BY FAX/E-MAIL COPIES OF ALL NEGOTIABLE DOCUMENTS TO BUYER , FAX NO. + _____, E-mail-id-..... _____ LTD.COM BEFORE NEGOTIATION OF THIS LC. BENEFICIARY'S CERTIFICATE TO THIS EFFECT FORMS PART OF NEGOTIABLE DOCUMENTS.
13. TWO ORIGINAL ALONG WITH TWO COPIES EACH OF STOWAGE PLAN.
14. A CERTIFICATE FROM THE MASTER OF THE VESSEL OR ITS AGENT CERTIFYING THAT THE SHIPMENT IS BY SEAWORTHY VESSEL AND CLASSIFIED 100 A-1 BY LLOYDS OR EQUIVALENT CLASS.
15. COPY OF COURIER RECEIPT (AS PER BENEFICIARY'S E-MAIL AT FIELD 46A CLAUSE NO. 7 ABOVE) THROUGH WHICH TWO ORIGINALS LOADPORT QUALITY CERTIFICATES WERE SENT DIRECTLY BY THE BENEFICIARY TO _____ WITHIN 3 WORKING DAYS AFTER DATE OF SAILING OF VESSEL FROM LOADPORTS.

47 A ADDITIONAL CONDITIONS:

1. ALL BANK CHARGES AND OTHER CHARGES INCLUDING LEVIES, TAXES ETC. OUTSIDE INDIA ARE FOR BENEFICIARY'S ACCOUNT. L/C AMENDMENT AND EXTENSION CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/ AMENDMENT AND THE DECISION OF THE OPENER IN THIS REGARD WILL BE FINAL.
2. INVOICES TO QUOTE
 - (A) CONTRACT NO. _____ DATED _____.
 - (B) THIS IRREVOCABLE LETTER OF CREDIT NO. & DATE.
 - (C) IMPORT IS COVERED UNDER NON NEGATIVE LIST OF IMPORT EXPORT POLICY 2015-2020
2. THIRD PARTY DOCUMENTS EXCEPT INVOICE AND DRAFT ARE ACCEPTABLE.
3. TOLERANCE OF PLUS OR MINUS 10 PER CENT ALLOWED IN QUANTITY AND VALUE.



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4. USD _____ WILL BE DEDUCTED FOR EACH DISCREPANCY IN THE DOCUMENT.
5. DISCREPANT DOCUMENTS WILL BE SENT STRICTLY ON COLLECTION BASIS.
6. NEGOTIATION UNDER RESERVE IS NOT PERMITTED.
7. ALL DOCUMENTS TO BE IN ENGLISH LANGUAGE HOWEVER DOCUMENTS ISSUED IN ENGLISH TOGETHER WITH OTHER LANGUAGE(S) ARE ALSO ACCEPTABLE.
8. SATURDAY WILL NOT BE TREATED AS A BANKING DAY.
9. NEGOTIATING BANK WILL BE PROVIDED WITH THE REIMBURSEMENT AUTHORIZATION WITHIN 5 (FIVE) INTERNATIONAL BANKING DAYS AFTER RECEIPT OF DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK IF THE DOCUMENTS ARE STRICTLY AS PER LC TERMS.
10. EXCEPT AS OTHERWISE EXPRESSLY STATED THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDIT 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.
11. SELLERS ARE REQUIRED TO INFORM THE FOLLOWING DETAILS TO THE BUYERS BY FAX IMMEDIATELY ON NEGOTIATION OF DOCUMENTS UNDER BUYER'S LC TO FACILITATE THE BUYER'S TO PROVIDE NECESSARY FUNDS IN THEIR BANK ACCOUNT TO HONOUR THEIR DOCUMENTS.
12. I. DATE OF NEGOTIATION
- II. AMOUNT NEGOTIATED
- III. EXPECTED DATE OF RECEIPT OF DOCUMENTS AT OPENING BANK'S COUNTER.
13. CONTRACT NO. & DATE AND L/C NO. & DATE MUST BE MENTIONED ON ALL B/Ls, QUALITY CERTIFICATES, CERTIFICATES OF ORIGIN AND COMMERCIAL INVOICES.
14. L/C MAY BE CONFIRMED AT THE REQUEST AND COST OF THE BENEFICIARY.
- | | | |
|------|--|--|
| 71 B | DETAILS OF CHARGES NARRATIVE: | ALL BANKING CHARGES OUTSIDE INDIA ARE TO THE ACCOUNT OF BENEFICIARY. |
| 48 | PERIOD OF PRESENTATION: | DOCUMENTS TO BE PRESENTED NOT LATER THAN 21 DAYS FROM B/L DATE. |
| 49 | CONFIRMATION INSTRUCTIONS: | MAY ADD AT THE REQUEST AND COST OF THE BENEFICIARY |
| 78 | INSTRUCTIONS TO THE PAYING/ACCEPTING BANK: | DOCS TO BE FORWARDED BY COURIER TO |
| 57 A | ADVISE THROUGH BANK: | _____ |

Note: This is a draft L/C, however, _____ may make necessary changes as per specific requirement of supplier/ _____.



ANNEXURE-XII

Debarment of firms from Bidding (Holiday/De-listing/Black-listing)

1. Debarment is classified under following two types:

(i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.

(ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to



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gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also be displayed on RCF's website for all units of RCF.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

Debarment across All Ministries /Departments / Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings

7. Where RCF is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, RCF can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent



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against such debarment.

8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.

12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

20. The period of debarment shall start from the date of issue of debarment order.

21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.