



हिंदुस्तान उर्वरक एवं रसायन लिमिटेड
HINDUSTAN URVARAK & RASAYAN LTD.
(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

Tender No:- HURL/HQ/26CS019

Date:- 01.06.2026

NOTICE INVITING TENDER (NIT)

FOR EMPANELMENT OF TRADERS / MANUFACTURERS FOR SUPPLY OF FERTILIZERS & FERTILIZER RAW MATERIALS BY ENTERING INTO MOU FOR NON-BINDING QUANTITY FOR A PERIOD VALID UPTO 31.05.2027.

Important Dates

Last Date & Time for downloading of NIT documents : **As per dedicated portal of HURL**

Last Date & Time of Submission of e-Tender : **As per dedicated portal of HURL**

Date & Time of Opening of e-Tenders : **As per dedicated portal of HURL**

Website for Online bid Submission : <https://eempanel.hurl.net.in/EPROC>

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.

ADDRESS FOR COMMUNICATION:

Sh. Umang Sinha, Chief Manager (C & M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-4, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: umangsinha@hurl.net.in	Sh. Surajit Mahindar, Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-4, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: surajitmahindar@hurl.net.in
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Note:

The vendors shall furnish relevant documents as mentioned in Eligibility Criteria.



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Hindustan Urvarak & Rasayan Limited (HURL) was incorporated on 15th June, 2016 as a joint venture company by Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

The three lead promoter companies of HURL namely CIL, NTPC and IOCL are amongst top Maharatna Public Sector Undertaking of the Government of India, belonging to Ministries of Coal, Power and Oil & Natural Gas. These three companies to hold a total of 89% equity share with equal partnership, while FCIL and HFCL shall together have the balance 11% share against their usable assets, opportunity cost and use of land on lease basis at the three plant locations.

The prime objective of HURL is to establish and operate state of the art environment friendly and energy efficient Natural Gas based new Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea (1.27 MMTPA neem coated urea) at each of the three locations, and simultaneously market their products, thus spurring economic growth in the eastern India.

All the three Units located at Gorakhpur, Barauni and Sindri have been commissioned and are under operation. HURL is currently serving to 17 states in the country.

HURL is attuned to the sector's significant transformation. With a focus on emerging technology in agriculture and fertilizers, HURL is strategically positioning itself as a forward-thinking and environmentally conscious organization in the fertilizer industry.

In order to increase its revenue as well as to strengthen its product line, HURL has decided to use its marketing network optimally through Import & sale of Fertilizers. To ensure assured supply of a quality product at the right time and at a transparently arrived competitive price, HURL desires to tie-up import requirement of fertilizers with one or more Reputed traders/manufacturers through Long Term Purchase contract.

This is a Notice Inviting Tender (NIT) / EOI from reputed traders/manufacturers for entering into MOU for supply of Fertilizers and Fertilizers Raw materials in bulk meeting the specifications as specified hereinafter as per the terms and conditions stated hereinafter:

1.00 Details to be furnished by all Bidders:

1. Organization/Firm's Name :.....
2. Contact Address:.....
3. Phone No:.....Fax no:.....e-mail:.....
4. Contact person:..... Phone No:.....e-mail:.....
5. Details of Firm's CEO & Directors:
6. History of the Organization/Firm:.....
7. Structure of the Organization/Firm:.....
8. Complete technical details / specification of the product.



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2.00 Pre-Qualification Eligibility Criteria: The eligibility criteria for participation will be as under:

Sr. No.	DOCUMENTS TO BE FURNISHED BY ALL BIDDERS:	Documents Required	Confirmation
1.	Minimum production capacity of 5,00,000 MT/annum, put together for any or all the products, manufactured. (REQUIRED FOR MANUFACTURER / PRODUCER i.e. for Category-I).	Company profile mentioning with details of manufacturing facility, plant-wise location & production capacity in MT per annum & total quantity available for exports on Company's letter head duly signed by authorized representative.	Yes/No
2.	Worldwide list of Customers including customers in India to whom the Fertilizer product has been supplied during last Five (5) years including the current financial year specifying quantity supplied.	Certificate on Company's letter head duly signed by authorized representative.	Yes/No
3.	Documentary evidence viz. B/L or Invoice for having supplied the Fertilizers product to any country worldwide for at least two (2) years during the last five (5) years including the current financial year. The shipment quantity in each case shall be of minimum 25,000 MT (+/-) 10% in bulk.	B/L or Invoice copy of the supplied fertilizers to any country worldwide.	Yes/No
4.	Financial Statement / Annual Report for the last financial year. The net worth of the Bidder should not be negative in the balance sheet of last financial year. The minimum turnover in USD for the last financial year shall be USD 2,500,000. If any bidder submits financial statements in INR or any other currency, the same will be converted to USD at the prevailing average exchange rate (bid & ask) applicable as on the previous closing day of the tender due date. (REQUIRED FOR MANUFACTURER i.e. for Category-I & REPUTED TRADERS i.e. for Category-II)	Financial Statement / Annual Report / Any other supporting document showing financial health of the organization.	Yes/No
5.	Valid credit rating as evaluated by any of the following three agencies – Standard & Poor's/ Moody's Investor Service/ Dun & Bradstreet (Date of rating should not be more than 6 months old). The credit rating has to be minimum satisfactory or equivalent. (REQUIRED FOR OTHER TRADERS i.e. for Category-III).	Business Rating report not older than six (6) months from the date of opening of the tender.	Yes/No
6.	Bidders to submit a self-certification by CEO, Director or Marketing Head that Fertilizers supplied by them in India, has not been declared non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&IT), Faridabad (India) or any of its regional labs at discharge port, for deficiency	The declaration to be submitted by CEO / Authorized signatory of the organization of any supplier on company's letterhead (Manufacturer / Trader).	Yes/No



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	in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO), in the last 5 years.		
7.	Certificate on Company's letter head duly signed by authorized representative that they have not been blacklisted by any PSU/Cooperative during last five (5) years from the date of publication of this NIT.	The declaration to be submitted by CEO / Authorized signatory of the organization of any supplier on company's letterhead (Manufacturer / Trader).	Yes/No

- Acceptance to all the terms and conditions of this NIT.

Note:

1) **Category-I:**

Reputed producers / manufacturers of product or the joint stock companies having exclusive marketing rights in production equivalent to their equity investment in manufacturing company/plant/unit.

2) **Category-II:**

Any trader / supplier who has a proven track record of satisfactory supplies of product (as specified) to India in at least two (02) years during the past five (05) years or all those companies who are either 100% marketing arm of producer or 100% subsidiary or sole selling company of producer.

3) **Category-III:**

All other suppliers not covered under Categories-I & II as mentioned above.

3.00 TERMS AND CONDITIONS FOR ENTERING INTO LONG TERM AGREEMENT / MOU WITH VALIDITY UPTO 31.05.2027 FOR SUPPLY OF FERTILIZERS AND FERTILIZERS RAW MATERIAL:

3.01 Product and Packing: FERTILIZERS AND FERTILIZERS RAW MATERIAL in loose bulk.

3.02 Specifications: As per Indian FCO latest amendments:

The Goods shall meet the specifications prescribed under the Fertilizer (Control) Order, 1985 ("FCO") of India as may be applicable at the time of shipment of the Goods. The specifications presently prescribed under FCO are as under:

Di-ammonium Phosphate DAP (18-46-0)	
Moisture per cent by weight, maximum	2.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	18.0%
Ammoniacal nitrogen per cent by weight, minimum	15.5%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	46.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	39.5%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown/Grey/Natural colour or of any dark shade and free from visible contamination or clay and grit.	

NPK (10-26-26)	
Moisture per cent by weight, maximum	1.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	10.0%
Ammoniacal nitrogen per cent by weight, minimum	7.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	26.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	22.5%
Water soluble potassium (as K ₂ O) per cent by weight, minimum	26.0%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	



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Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.

Ammonium Phosphate Sulphate (20-20-0-13S)

Moisture per cent by weight, maximum	1.0%
Total nitrogen (ammoniacal + urea) per cent by weight, minimum	20.0%
Ammoniacal nitrogen per cent by weight, minimum	18.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	20.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	17.0%
Sulphate Sulphur (as S) per cent by weight, minimum	13.0%

Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.

Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from Visible contamination or clay and grit.

Complex Fertilizer NPK (12-32-16)

Moisture per cent by weight, maximum	1.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	12.0%
Ammoniacal nitrogen per cent by weight, minimum	9.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	32.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	27.5%
Water soluble potassium (as K ₂ O) per cent by weight, minimum	16.0%

Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.

Specs & tolerance to be as per India FCO 1985

Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.

Nitro phosphate with Potash (15:15:15)	per cent by weight	
	Maximum	1.5
Moisture	Maximum	1.5
Total Nitrogen (Ammoniacal and Nitrate)	Minimum	15.0
Ammoniacal Nitrogen	Minimum	7.50
Available Phosphorus (as P ₂ O ₅)	Minimum	15.0
Water Soluble Phosphorus (as P ₂ O ₅),	Minimum	4.0
Water Soluble Potassium (as K ₂ O)	Minimum	15.0

Particle Size: Minimum 90 % of the material shall be retained between 1 mm and 4 mm IS Sieve

Physical Form: Granular free flowing Black/ Dark Brown/Pink colour of dark shade and free from Visible contamination or clay and grit.

Muriate of Potash (MOP)

i) Moisture, per cent by weight, Maximum	0.5
ii) Water Soluble Potash content (as K ₂ O) per cent by weight, Minimum	60
iii) Sodium (as NaCl), per cent by weight, (on dry basis), maximum	3.5

Particle Size: Minimum 65% of material shall be retained between 0.25 mm and 1.7 mm IS sieve. Tolerance limit shall be as per FCO.

Crystalline, free flowing, white / pink colour of dark shed and free from visible contamination or clay and grit.

Mono Ammonium Phosphate (11-52-00)

Moisture per cent by weight, maximum	1.0%
Total nitrogen all in ammoniacal form per cent by weight, minimum	11.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	52.0%



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Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	44.5%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Specs & tolerance to be as per India FCO 1985	
Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from Visible contamination or clay and grit.	

TSP: Triple Super Phosphate (00-46-00)	
Moisture per cent by weight, maximum	12.0%
Total phosphorous (as P ₂ O ₅) per cent by weight, minimum	46.0%
Water soluble phosphorus (as P ₂ O ₅) per cent by weight, minimum	42.5%
Free Phosphoric acid (as P ₂ O ₅) per cent by weight, Maximum	3.0%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown/Natural colour of dark shade and free from visible contamination or clay and grit.	

Ammonium Sulphate (AmSul)	
Moisture, Maximum	1.00%
Ammoniacal Nitrogen per cent by weight, Minimum	20.50%
Sulphate Sulphur (as S) percent by weight, Minimum	23.00%
Free acidity (as H ₂ SO ₄) per cent by weight ().04 for material obtained from by-product ammonia and by-product gypsum), Maximum	0.025%
Arsenic (as As ₂ O ₃) per cent by weight, Maximum	0.01%
Physical Appearance: Caprolactam grade (Crystalline), free flowing without caking and lumps	
Physical Form: Granular free flowing White / Off White (Uniform Color) and free from visible contamination or clay and grit.	

Ammonium Phosphate Sulphate (16-20-0-13)	
Moisture per cent by weight, maximum	1.0%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	16.0%
Ammoniacal nitrogen per cent by weight, minimum	20.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	17.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	13.0%
Particle size – Minimum 90% of the material shall be retained between 1mm and 4mm IS sieve	
Physical Form: Granular free flowing Grey / Brown / Dark Brown (Uniform Color) and free from visible contamination or clay and grit.	

Besides the above, additional products / fertilizers including any other NPKS grades approved under FCO/CFC and covered under the NBS scheme may also be considered. If such products are supplied by the empaneled suppliers with whom MOUs have been concluded, they may be included as and when required, depending upon the economics, margins, availability and acceptability by HURL.

Notes:

- The tolerance limits as per Indian Fertilizer Control Order 1985 and latest amendments.
- Any other Fertilizer grade mutually agreed (specification in accordance to Indian FCO 1985)
- The colour & prill size of the product should be uniform and free flowing.
- Manufacturing process for APS & NPKS:**

The offered Ammonium Phosphate Sulphate & Nitro phosphate with Potash to be manufactured through chemical reaction process involving chemical reaction among various feed reactants and



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not through only steam granulation.

The bidder will have to furnish an undertaking from the manufacturer in this regard on their letterhead at the time of submission of Price. The manufacturer should also have to specify and explain in brief the manufacturing process.

- e) In case the cargo is not meeting the FCO specifications, the cargo will be rejected. The supplier shall refund the landed cost of the cargo found unfit as well as all the consequential handling and the distribution cost thereof immediately on HURL's first demand with value date being date of initial payment to the supplier, failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.

3.03 Pricing Methodology:

The pricing methodology as per the Standard Operating Procedure (SOP) mentioned at **Annexure- I:**

3.04 Quantity: Non-Specified Quantity:

HURL will communicate the requirement of the Quantity at the time of procurement with shipping tolerance.

3.05 Discharge Ports: For East Coast of India / West Coast of India:

Discharge Port:

PICT, Paradip or Kakinada or Vizag or any other port on East Coast of India OR Mundra or Kandla or Pipapva or any other port on West Coast of India.

Discharge Rate:

7,000 to 10,000 MT PWWD SHEXEIU basis 4 or more available/workable holds/hatches, pro-rata if less.

LOA/Beam/Draft restrictions shall be as applicable for respective discharge ports.

Supplier shall arrange for chartering of suitable geared single deck vessel(s) to load the agreed quantity. These vessels should be self-geared bulk carriers fitted with minimum four cranes of 25 MT SWL each with minimum outreach of 9 metres. The seller shall guarantee that the vessel is fitted with grabs, ropes and winches in good working condition.

The discharge port shall be confirmed by HURL at the time of Purchase Order.

3.06 Operation of Agreement/MOU:

The contract shall be operated only on CFR basis and supplier to nominate suitable vessel.

3.07 Performance Guarantee Bond (PGB):

1% of purchase order value for manufacturer / producer and 3% of Purchase order value for traders.

The supplier shall furnish Performance Guarantee Bond as per the category mentioned above to Buyer within 10 days of issuing Letter of Intent (LOI) / Purchase Order (PO), a Performance Guarantee in the prescribed Proforma attached as **Annexure-III of NIT** through any Bank listed in **Annexure-IV of NIT**.

The Performance Guarantee Bond shall be kept valid till 90 days of completion of discharge of the shipment. The Performance Guarantee Bond shall not be released till supplier has settled all claims. The validity of PGB shall be extended suitably till settlement of claims.

If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as stipulated in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.



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3.08 Analysis & Sampling:

- BUYER/HURL will appoint Independent Inspection Agency to carry out Sampling, Analysis and joint draft survey at load port along with master of the vessel or vessel Owner's agents. Supplier will keep inform about loading schedule to BUYER's appointed agency and arrange access to them to cargo storage point and load port.
- Supplier will also appoint separate inspection agency at load port to carry out Sampling, Analysis and draft survey.
- BUYER/HURL appointed inspection agency will draw six composite representative cargo samples of the shipment during loading operation for determining the quality based on analysis of various constituents mentioned under clause **3.02**.
- Six composite representative cargo samples of the shipment drawn by inspection agency during loading operation shall be sealed and two of which shall be sent to HURL. Other two samples will be used by BUYER/HURL's inspection agency for checking and laboratory analysis purpose and remaining two will be given to supplier's agency for record and future reference.
- Certificate of Sampling report will be prepared by BUYER/HURL's Inspection agency with details of lotwise samples drawn along with date and Supplier Inspection agency shall witness the sampling and counter signed Certificate of Sampling report.
- The reports of Inspection agency appointed both by HURL as well as Supplier shall form part of L/C documents.
- HURL at its discretion may depute its representative at load port during loading operations to witness sampling and analysis.
- HURL/their agent shall draw samples for determining the quality of the cargo at the port of discharge through Central Fertilizer Quality Control & Training Institute (CFQC & IT), Faridabad (India) OR any of its Regional Laboratory. The quality so determined at discharge port shall be final and binding on supplier.
- The cargo to meet the FCO specifications based on the analysis report of independent inspection Agency appointed by HURL at Load port as well as Central Fertilizer Quality Control & Training Institute (CFQC & IT), Faridabad (India) OR any of its Regional Laboratory.

3.09 Quantity / Weighment at discharge Port:

Quality of the product to be as Samples for determining the quality of cargo at the port of discharge are drawn by the Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India. The quality so determined at discharge port shall be final and binding on the both the parties.

In case the cargo is declared as non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected.

The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on HURL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier.

For Quantity: The Weighment shall be determined by draft survey conducted through an independent surveyor/ inspection agency appointed by HURL at the port of discharge. The Invoice quantity shall be based on weighment. The material cost shall be based on B/L quantity or draft survey, whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly. The payment for shortage in quantity including damaged cargo, as revealed by the draft survey at discharge port vis-à-vis the bill of lading quantity, would be recovered including the custom duty, other duties, handling charges and other costs, if any, paid on such quantity. The claim, if any, on the basis of findings at



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discharge port will be lodged on seller within 120 days from date of completion of discharge of the cargo. The seller shall make good such claim made by buyer directly within 15 days of lodging of claim by buyer, else the buyer shall be entitled to recover such claim by all legal means including invocation of Performance Guarantee Bond.

3.10 Period of MOU:

This MOU shall continue in effect for the period upto **31.05.2027** from the date of signing of the agreement. Either Party may, by written Notice given not later than 3 (Three) months prior to expiry of term, notify the other Party that it wishes to extend the term of this Purchase Contract. Should the parties mutually agree, the Purchase Contract shall be extended for another **two years** on the same terms and conditions. The detail draft of MoU is attached as **Annexure-VIII**.

3.11 Additional Clauses:

- Bidder has to ensure that parties involved, directly or indirectly in the transaction including their banker, shipper, vessel owner, Captain of vessel, supplier etc. should not be in sanction list of OFAC, EU, UK and/or any other country. At the same time bidder has to ensure that submitted documents (shipping documents, commercial invoice etc.) should not bear the name of any sanctioned entity or persons and should be clear documents to ensure smooth transaction and payment.
- Bidder may note that any of the shipments for which the load port or the voyage is 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.

3.12 e-Tendering Procedure:

The procurement shall be carried out strictly through submission of online tenders only. No offer in physical form shall be accepted, and any such offer, if received by HURL, shall be summarily rejected. The tender documents can be downloaded from HURL's official website www.hurl.net.in or from the dedicated portal of HURL <https://eempanel.hurl.net.in/EPROC>. All bids are required to be submitted online through this portal.

For participation in the EOI, bidders are advised to refer to the **Bidder's Manual** available in the "Download" section of the portal after clicking on the "LOGIN" option on the homepage.

In case of any difficulty related to registration or submission of bids, bidders may seek assistance through the helpdesk at contact numbers **+91 6352631766** and **+91 7859800621** or via email at support@abcprocure.com.

Bidders are advised to upload documents of smaller file sizes (preferably up to **10 MB** per file) to ensure smooth and efficient uploading on the portal. Standard documents required for participation in tenders may be uploaded using the "Map Document" facility available in the bidder's account.

The bids shall be submitted under a **Single Bid System** in electronic form only, through the designated portal of HURL <https://eempanel.hurl.net.in/EPROC>.

Note:

(1) The above website does not allow submission of documents after due date of tender.

(2) This Expression of Interest (EOI) is published on the HURL dedicated portal (<https://eempanel.hurl.net.in/EPROC/>) for the purpose of updating the panel of empanelled manufacturers/traders for imported bulk fertilizers and fertilizer raw materials. The empanelment shall remain valid up to **31.05.2027**, and the panel shall be updated at periodic intervals.

The EOI shall remain open for submission of applications up to **31.03.2027**, enabling continuous participation of prospective bidders during the validity period.

Notwithstanding the above, evaluation of applications shall be conducted on a **monthly cycle basis** as clarified under for an example:



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- In case the EOI publication date is **10.01.2026**, applications received up to **10.02.2026** shall be considered in the first evaluation cycle.
- Applications received after **10.02.2026** and up to **10.03.2026** shall be considered in the subsequent evaluation cycle.
- The process shall continue in the same manner on a rolling monthly basis until the closing date of the EOI.
- The updated list of empaneled bidders will be uploaded on the HURL website.

HURL reserves the right to modify the evaluation schedule and/or process at its sole discretion without any prior notice.

3.13 BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

The Bid should contain following:

1. Packet: 1:

Scanned copy of "Process compliance statement for e-tendering" (**Annexure-V**) printed on bidder's letter head with duly signed by appropriate authority.

2. Packet: 2:

- a. Scanned copy of self-attested supporting documents as per mentioned in NIT Clause 2.00 "Pre-Qualification Eligibility Criteria".
- b. Scanned copy of NIT & GTC duly signed and stamped for acceptance to all the terms and conditions of this NIT.
- c. Details to be furnished by bidders on their letter head.

3. Packet: 3:

- a. A declaration of the bidder on their letterhead that they are not blacklisted or put on holiday by PSU's.
- b. 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: (**Annexure-VI**)
 - 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 the above-mentioned notification.
 - ii. A Copy of Registration Certificate in respect of (i) above shall be furnished along with bid, failing which the bid shall be rejected.

3.14 Other Conditions: -

- a. In case any information submitted by the Bidders is found to be false, the bidder is liable to be blacklisted.
- b. The already empaneled vendors as listed below are not required to participate in this tender as their existing MOU may be extended as per the terms & conditions of the corresponding tender documents:

List of the vendors already empaneled with HURL through MOU vide no. HURL/HQ/BF/EOI/EMP dtd. 02.06.2025:

Sl. No.	Bidder Name (M/s)	Product for which empaneled	Category Qualified
1	AGRIFIELDS DMCC	DAP, NPK of all grades, APS (20:20:0:13), MOP, MAP & Ammonium Sulphate (AmSul)	Category - II (Reputed Traders)
		TSP	Category - III



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			(Other Traders)
2	MIDGULF INTERNATIONAL LTD	DAP, NPK of all grades, APS (20:20:0:13), MAP, TSP & Ammonium Sulphate (AmSul)	Category - II (Reputed Traders)
3	AGRI COMMODITIES & FINANCE FZ-LLC	DAP, NPK of all grades, APS (20:20:0:13), MOP, MAP & TSP	Category - III (Other Traders)
4	SAMSUNG C AND T CORPORATION	NPK of all grades	Category - II (Reputed Traders)
		MOP, APS (20:20:0:13) & DAP	Category-III (Other Traders)
5	QUEST GROUP DMCC	DAP, NPK of all grades, APS (20:20:0:13), MOP, MAP & TSP	Category - III (Other Traders)
6	SUN INTERNATIONAL FZE, DUBAI	DAP	Category - II (Reputed Traders)
		APS (20:20:0:13), MAP, TSP, NPK of all grades & MOP	Category - III (Other Traders)
7	HEXAGON FERTILIZERS ASIA PTE LTD.	DAP, MAP, APS (20:20:0:13) & Ammonium Sulphate (AmSul)	Category - II (Reputed Traders)
		NPK of all grades & MOP	Category - III (Other Traders)
8	INDAGRO SA	DAP	Category - II (Reputed Traders)
		NPK of all grades, APS (20:20:0:13), MAP, TSP, MOP & APS (16:20:0:13)	Category - III (Other Traders)
9	AMEROPA ASIA PTE LTD.	DAP	Category - II (Reputed Traders)
		NPK of all grades, APS (20:20:0:13), MOP, MAP & TSP	Category-III (Other Traders)
10	FERTISTREAM DMCC	TSP (0:46:0)	Category-III (Other Traders)

List of the vendors already empaneled with HURL through MOU vide no. HURL/HQ/IBF/EMP dtd. 08.10.2025:

Sl. No.	Bidder Name (M/s)	Product for which empaneled	Category Qualified
1	FERTISTREAM DMCC	MAP (11:52:0), MOP, NPK (15:15:15), APS (20:20:0:13S),	Category-I (Manufacturer)



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		NPK (10:26:26) & DAP (18:46:0)	
2	PUREFERT TRADING AG	DAP (18:46:0), NPK (10:26:26), APS (20:20:0:13), Complex Fertilizer NPK (12:32:16), MAP (11:52:0) and TSP (0:46:0)	Category-I (Manufacturer)
3	TREASURES PETROLEUM NORTH AMERICA LTD.	APS (20:20:0:13s), NPK of all grades (i.e. 12:32:16, 10:26:26 & 15:15:15), DAP (18:46:0) & MOP	Category - II (Reputed Trader)
		MAP (11:52:0), TSP (0:46:0) & APS (16:20:0:13)	Category- III (Other Trader)
4	AMBIKA MAPPLE PETROCHEMICALS LLC	TSP (0:46:0), NPK of grades 10:26:26 & 15:15:15, APS (20:20:0:13s), DAP (18:46:0) & MOP	Category - II (Reputed Trader)
		Complex Fertilizer NPK (12:32:16) & MAP (11:52:0)	Category- III (Other Trader)

List of the vendors already empaneled with HURL through MOU vide no. HURL/HQ/IBF/EMP dtd. 27.04.2026 & 28.04.2026:

Sl. No.	Bidder Name (M/s)	Product for which empaneled	Category Qualified
1	TRADCOM INTERNATIONAL FZC	APS (20:20:0:13)	Category-II (Reputed Traders)
		DAP (18:46:0), NPK (10:26:26), Complex Fertilizer NPK (12:32:16), NPK (15:15:15), MAP (11:52:0) and TSP (0:46:0)	Category-III (Other Traders)
2	SAFTCO SA	APS (20:20:0:13), DAP (18:46:0), NPK (10:26:26), Complex Fertilizer NPK (12:32:16), NPK (15:15:15), MAP (11:52:0), MOP and TSP (0:46:0)	Category-III (Other Traders)

Note:

However, in the event that a bid is received from any vendor who has already been empaneled for the same category and product, as indicated above against each vendor, such bid shall not be considered for this empanelment process.

- c. The other terms & conditions shall be as per the enclosed General Terms & Conditions (GTC) and the annexures thereto (Attached as separate document as **Annexure-II**).



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ANNEXURE-I

STANDARD OPERATING PROCEDURE OF MOU

- a) HURL will enter into Long Term Agreement (MOU) with all eligible Traders for non-binding quantity for the period of one year from the date of Agreement (Copy of draft MOU is attached at Annexure-VIII).
- b) Subsequent to entering into Long Term Agreement (MOU), HURL will communicate the requirement of the Product, Quantity, Shipment period, Discharge Port, Discharge rate, etc., to be procured against on shipment-to-shipment basis to all the vendors with whom HURL entered into Long Term Agreement (MOU) through CPP Portal/Password Protected e-mail.
- c) The time of minimum three (03) working days will be given for submission of offer with validity of four (04) working days.
- d) Bidder has to submit their offer in US Dollars Per MT for the said shipment through CPP Portal /Password protected email along with other details of cargo such as Country of Origin, Load port, Manufacturer details etc. sought in the enquiry. Price basis shall be CFR sight basis at the designated discharge port. The price should be quoted for payment by Letter of Credit (L/C) at sight against presentation of shipping documents. Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account.
- e) In addition, the Tenderer must quote the interest rate applicable for availing credit upto 180 days. HURL may opt for availing credit for 30 / 60 / 90 / 180 days from the date of Bill of Lading.
- f) The evaluation for ascertaining the L-1 bidder will be done considering the CFR price at sight.
- g) HURL shall issue Purchase order as per the requirement for the said shipment once the price is finalized.
- h) HURL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by HURL from the Bidders.

The above Standard Operation Procedure of the MOU shall also form a part of the subject NIT for Empanelment of the Traders / Manufacturers.



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ANNEXURE-II

GENERAL TERMS & CONDITIONS (GTC) OF NIT FOR PROCUREMENT OF IMPORTED FERTILIZERS

- 1.00 Definition:** The terms used in the contract shall have the following meanings:
- 1.01** The term "**CONTRACT**" shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent/Memorandum of Understanding (MOU) in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.
- 1.02** The term "**SUPPLIER**" shall mean the person(s) firm, or company with whom a CONTRACT/MOU has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.
- 1.03** The term "**HURL**" shall mean Hindustan Urvarak & Rasayan Limited having its Registered Office at "Core-4, 9th Floor, Scope Minar, Laxmi Nagar, New Delhi – 110092, India and shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.
- 1.04** The term "**TENDERER / BIDDER**" shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by HURL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
- 1.05** The term "**PRODUCT**" shall mean the product specified in Clause 3.01 of NIT.
- 1.06** The term "**SPECIFICATION**" shall mean the quality of the product as specified in Clause 3.02 of NIT.
- 1.07** The term "**QUANTITY**" shall be as specified in Clause 3.04 of NIT
- 1.08** Should HURL relinquish ownership of the business, whether by sale, cessation, fusion or any other cause, outstanding quantities remaining to be delivered under this contract, shall ipso facto be taken by or transferred to new Owners or successors. Nevertheless, tenderer reserves the right in this event to cancel such quantities: the cancellation not giving rise to any right to indemnify.
- 1.09 Date of Shipment:** The date of shipment shall be the date of Bill of Lading. In case multiple Bills of Lading are issued, the Bill of Lading date, which is the latest shall be considered as the date of shipment.
- 2.00 Instruction for submission of tender:**
- 2.01** All tender documents shall be in English language. All other information shall also be supplied by the tenderer in English language. Tenders should be duly signed on all pages by the tenderers or by legally authorized representative, in longhand along with the firm's/ company's seal. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances.
- 2.02 Submission of Documents:** The bids shall be uploaded in electronic form only through e-tendering system on www.eprocure.gov.in/eprocure/app website as mentioned in the NIT.



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2.03 Right of acceptance and Rejection of Tenders:

HURL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by HURL from the tenderers.

2.04 Compensation for submission of Tenders:

The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders.

2.05 Splitting of Tender:

HURL reserves the right to split the tender in whole or in part at its sole discretion without assigning any reason and can enter into MOU with one or more than one supplier.

2.06 Past Performance of the Tenderer:

HURL reserves the right to reject the tender on receipt and/or on evaluation, if the past performance of the tenderer has not been found satisfactory.

3.00 Application Opening Date & Time:

Applications shall be opened at the time and date as per dedicated portal of HURL.

4.00 Pricing: As per Standard Operating Procedure as enclosed at **Annexure-I**

- i) The price should be quoted for payment by **Letter of Credit (L/C) at sight** against presentation of shipping documents.

In addition, **the Bidder must quote the interest rate applicable for availing credit upto 180 days**. HURL may opt for availing credit for 30 / 60 / 90 / 180 days from the date of Bill of Lading.

- ii) **Taxes & Duties:**

Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account.

5.00 Payment Terms:

Payment will be effected through Irrevocable Letter of Credit established by HURL.

The L/C shall be opened by HURL on receipt of Performance Guarantee Bond for each shipment from supplier.

The Letter of Credit (L/C) shall not be transferable, divisible and assignable. HURL will not accept any request of supplier for transferable, divisible and assignable L/C.

Letter of Credit confirmation, if required, charges to seller's account. The charges for establishing L/C and bank charges in India shall be borne by HURL. All Bank charges outside India and the L/C confirmation charges will be to the account of supplier.

Payment against L/C shall be made on negotiation of documents through bank in India or after 30/60/90/180 days from Bill of Lading date, as the case may be, on presentation of following documents:



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- i) Signed and stamped commercial invoice in original along with four copies.
- ii) Negotiable Clean Bill of Lading in Original and three non-negotiable copies.
- iii) Certificate of Quality: - Laboratory Analysis Report from independent inspection agency appointed by Supplier at load port.
- iv) Certificate of Quantity: - Draft Survey Report from independent inspection agency appointed by Supplier at load port.
- v) Copy of Fax / E-mail from supplier sent to Chief Manager- Imports and Manager (Commercials) and to HURL's underwriters (whose details shall be furnished along with LOI/ Purchase Order) within 24 hours of sailing of each vessel, stating name of vessel, quantity loaded and date of sailing of ship and ETA at designated discharge port.
- vi) Certificate of origin issued by Local Chamber of Commerce & Industry / Competent authority of Country of origin (In case Local Chamber of Commerce & Industry is not issuing the same)
- vii) Original/ Copy of Stowage Plan.

6.00 Insurance:

Insurance for the product shipped shall be arranged by HURL through their underwriters whose detail shall be furnished while issuing the LOI/Purchase Order. The supplier shall intimate HURL's underwriters- Chief Manager- Imports and Manager (Commercials), HURL immediately on shipping the product informing the name of the ship, quantity, value of material, port of loading etc.

7.00 Inspection & Testing:

- 7.01** The supplier shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specification.
- 7.02** HURL reserves the right, at its option and cost, to have material inspected before shipment in regard to quality and specifications. The supplier / shipper shall tender the material for inspection to the agency to be nominated by HURL and shipment shall be effected only after the material is inspected. The supplier / shipper will provide free of cost facilities to the inspection agency at the load port for taking samples.
- 7.03** Irrespective of whether HURL appoints inspection agency or not, it will be obligatory on the part of the supplier to obtain Certificate of Inspection from internationally reputed Inspection Agency to the effect that material is in accordance with the specifications laid down in the contract. This shall accompany the shipping documents. The inspection fee shall be borne by supplier.
- 7.04** For the purpose of determining quality, the Inspection Agency may at their discretion draw samples of the material at the producing factory as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.

8.00 Bill of Lading (B/L) & Invoice:

- 8.01** The bill of Lading issued for the product will stipulate the name of the port in India. Any change of discharge port shall be on mutually agreed basis.
- 8.02** The Invoice quantity shall be based on weighment as per Clause No. **3.09** of NIT.



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9.00 Shipping conditions in respect of C&F / CIF contracts:

The supplier shall abide by the following terms for C & F shipments:

- 9.01** Supplier shall arrange for chartering of suitable geared single deck vessel (s) to load the agreed quantity.
- 9.02** Vessels to have Test Certificate covering vessel's gear in accordance with International DockSafety Convention, valid for the duration of the Charter.
- 9.03** Vessels shall be chartered on the basis of one / two safe berth, one / two safe port on West Coast / East Coast of India as required.
- 9.04** Extra Port & Port Charges:
- In case HURL could not receive the vessel at the nominated port, a second port will be nominated. Extra freight for the additional steaming will be to HURL's account.
 - However, if the nomination of the changed port is done 72 hours in advance, extra freight to the extent of additional distance only shall be paid.

9.05 HURL shall declare the discharge port at the time of accepting the vessel offered by tenderer.

9.06 Co-shipment at HURL option.

9.07 GIC Approval & Extra Insurance Premium:

- I) Only GIC approved vessel should be chartered. Supplier shall furnish following information to HURL immediately on nomination of each vessel for obtaining GIC approval in time:
- (i) Name of the Vessel, Ex-name, if any.
 - (ii) Details of ship:
 - a) IMO No.
 - b) Flag.
 - c) Classification.
 - d) Month & Year of built.
 - e) G.R.T. / N.R.T.
 - f) Voyage Number.
 - g) E.T.D.
 - h) Whether ISM regulations have been complied with & validity period.
 - i) Name of Hull underwriters. If vessel is not insured, reasons thereof.
 - iii) Name and capacity of the Shipping Line (Vessel Owner) who will be issuing the Bill of Lading to the Shipper e.g. Owners / Managers / Charterers / Slot Charterers / etc. along with complete address with Telephone & Fax numbers.
 - iv) Name of the P&I Club of the vessel operator named above.
 - v)
 - a) Name & full address of the registered owners.
 - b) Name & full address of the managers, if any.
 - c) Name & full address of the disponent owners, if any.
 - d) Name & full address of the bareboat charterers, if any.
 - e) Name & full address of the time charterers, if any.
 - f) Name & full address of the voyage charterers, if any.
 - vi)
 - a) Loading Port.
 - b) Discharge Port.
 - vii)
 - a) Name & address with telephone & fax numbers of the agents at loading port.
 - b) Name & address with telephone & fax numbers of the agents at discharging port.
 - viii) Nature of Cargo.
 - ix) Name of the supplier of cargo
 - x) Name of the cargo underwriters



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- II) The vessel up to 20 years are only acceptable to HURL underwriters. However, necessary clearance from port authorities on account of Age/Class/Flag to be obtained by suppliers/vessel owners.
- III) Supplier shall ensure that the vessel employed is not more than 20 years old. Such vessels are not allowed entry in the port by Mumbai Port unless she has been cleared by Mumbai Port State Control Authorities within the preceding six months. In case the ship chartered by the supplier is 20 years or more of age, the shipping agents of the suppliers shall obtain necessary clearance from the authorities and the time taken to obtain such clearance shall be to ship owners' / suppliers' account and the same shall be excluded while calculating the laytime.

9.08 Supplier shall ensure that the owner of the vessel obtains certification by approved surveyor that the ship's hatches prior to loading of each shipment of the product are commercially free from any impurity whatsoever, including contaminations if any, which remain in the ships cargo as residue from earlier shipments. Supplier shall also ensure that cargo owner's right of recovery against the ship owners would not be lost or waived in any manner in the charter party. If the recovery rights are not included in the Charter Party by the supplier, against the ship owner for any reason, the receivers shall have the right to recover losses / damages to material during voyage from the supplier.

9.09 Prior Notice of Expected Time of Arrival (ETA):

At least 7 days prior to the date of commencement of loading of the ship, supplier shall notify HURL, by electronic mode the quantity of product to be shipped, the value of the product and any other relevant details that may be required by HURL.

As soon as the vessel sails from the supplier's / shipper's jetty, supplier shall notify HURL by electronic mode the name of the vessel, date and time of sail and estimated date and the ETA at designated discharge port together with other details as may be required by HURL.

Master of vessel/ authorized agency shall intimate sailing message through electronic mode and fax to HURL on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded, estimated draft, fore and aft on arrival at disport and ETA at disport and also intimate through electronic mode & fax the latest estimated date of arrival while passing from Aden / Cape of Good Hope / Suez Canal.

Further, supplier shall either give or arrange with the Master of vessel/ authorized agency of the vessel to give 96 hours, 72 hours, 48 hours and 24 hours' notice to HURL or their nominee indicating the ETA of the vessel at the port of unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours, the supplier shall either advise or arrange with the Master of vessel/ authorized agency of the vessel so that HURL is advised about the revised ETA of the vessel.

9.10 Discharge Rate and excepted period:

The cargo shall be discharged from the vessel at an average rate as stipulated in Clause 3.05 of NIT basis four or more available and workable hatches / holds and prorata if less, per weather working day of 24 consecutive hours, Sundays and Holidays excepted, even if used (WWDSSHEXUIU) (Weather Working Days, Saturdays, Sundays & Holidays Excepted).

Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.

9.11 Notice of Readiness & Commencement of Laytime:

The Master shall give notice of readiness to HURL or nominated agents during official working hours. The time at discharging port shall begin to count from 24 running hours after the vessel's arrival within the port limits and notice of readiness tendered and accepted during official working hours, reported and in free pratique, whether in berth or not, but not between the hours of 5



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p.m. and 8.00 a.m. on a week day or during any of the periods excepted (for discharge port) even if used.

- 9.12** The Non-weather / half weather working days as declared by Local Chamber of Commerce not to count as laytime even if used when the vessel is on berth, whether discharging or not. Laytime calculation as per prevailing standard Fertilizer Voyage Charter party terms.
- 9.13** Surf days not to count as weather working days even if used.
- 9.14** No cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces. The master is, however, to have the liberty of loading in such spaces for the purpose of stability of the vessel but any extra expenses incurred by reasons of discharging from such spaces not easily accessible is to be to the ship owner's / supplier's account and the laytime admissible will be calculated at half the specified normal rate for discharging.
- 9.15** Cost of shifting to second berth (if used) including fuel shall be to the vessel owner's / supplier's account and time used in shifting not to count as laytime.
- 9.16** Cost of opening and closing of hatches shall be to ship owner's / supplier's account and time used not to count as laytime.
- 9.17** Supplier / Ship owners to undertake that vessel's arrival draft at the discharging port in India not to exceed the norms as per Clause 12.00 of NIT of designated discharge port. Any lighterage cost over agreed draft on arrival shall be on ship owner's supplier's risk and cost and time used not to count as laytime.
- 9.18** Lighterage, if any, at the disport to HURL's risk and expenses subject to relevant clause of NIT.
- 9.19** Rigging gangs employed at discharging port to be on buyer's account.
- 9.20** The vessel shall give free use of all available gears for discharging also lights for night work on board. If all gears are not available discharge rate to be reduced proportionately.
- 9.21 Demurrage / Despatch:**

Demurrage / Dispatch rate shall be as per Charter Party. HURL shall be intimated the rate of Demurrage / Dispatch prior to fixing of the vessel.

Supplier shall provide the copy of their Charter Party Agreement with the vessel/Shipping agency well before the arrival of vessel at load port. Supplier shall pay to HURL dispatch money and HURL to pay to supplier demurrage money at the rate and in the currency as mentioned in the Charter Party Agreement per day and pro-rata for part of a day for all working time saved in discharging.

However, if demurrage is incurred at the port of discharge by reasons of port problems, fire, explosion, storm or by strike, lock-out, stoppage or restraint of labour of master, officers and crew of the vessel or tugboats or pilots or any other force majeure circumstances, no demurrage will be payable.

1. It will be agreed that HURL or its nominee shall have to sign the Statement of Facts and other customary documents together with the Master of the vessel and ship owner's agent at disport.
 2. Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.
 3. Supplier's / charterer's shall appoint agent at discharge port and the fees shall be payable by the ship owners at usual tariff.
 4. After arrival of the vessel at the customary anchorage at the port of unloading, the master / his agent shall give HURL or their agent notice by letter, telephone, emails, to HURL / their nominees confirming that the vessel is in all respects ready to discharge the product.
 5. When delay is caused to vessel getting into berth giving notice of readiness for any reason over which HURL has no control, such delay shall not count as used lay time.
- 9.22** It will be agreed that HURL or its nominee shall have to sign the Statement of Facts and other customary documents together with the Master of the vessel and ship owner's agent at disport.
- 9.23** Overtime to the account of party ordering the same. Officers' / Crews' overtime to be always for supplier's / ship owner's account.



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9.24 After arrival of the vessel at the customary anchorage at the port of unloading, the master / his agent shall give HURL or their agent notice by letter, telephone, fax, electronic mode to HURL / their nominees confirming that the vessel is in all respects ready to discharge the product.

9.25 When delay is caused to vessel getting into berth giving notice of readiness for any reason over which HURL has no control, such delay shall not count as used lay time.

9.26 Time consumed by the vessel in moving from the discharge port / anchorage to the anchorage / discharging berth will not count as lay time.

9.27 Safe Berth & Shifting:

The vessel having a draft as indicated in the tender shall discharge at any safe berth. HURL has the right of shifting the vessel from one berth to another berth / anchorage i.e., one/two shifting shall be permitted and shifting charges upto two shifting shall be to supplier's / owner's account.

9.28 Port Dues:

At discharging port, vessel related charges will be for the supplier's / owner's account and product/cargo related charges will be to HURL's account.

9.29 Completion of Discharge:

The vessel shall have the liberty to sail immediately on completion of discharge and final joint draft survey unless obstructed by weather, fog or port conditions, for which HURL shall not be responsible by any manner.

10.00 Shipping / Documentation:

Immediately on sailing of a vessel, the supplier shall advise HURL by courier service and also by electronic mode/ fax, the name of the vessel, date of sailing, quantity shipped and invoice value.

Simultaneously, supplier shall despatch directly to HURL, two negotiable sets with two non-negotiable sets of following documents through courier:

- i) Two of the three negotiable copies of the Clean Bill of Lading showing Hindustan Urvarak & Rasayan Limited, New Delhi- 110092, India as consignee and marked "Freight Prepaid" or "Freight Payable" as per C/P and two copies of non-negotiable B/L.
- ii) Certified commercial invoice in duplicate.
- iii) Certificate of origin in duplicate.
- iv) Draft Survey Report in duplicate.
- v) Analytical report in duplicate.
- vi) Certificate from supplier to the effect that the material supplied under the contract is correct as to the quality, quantity, rate and total value.
- vii) Fax / E-mail copy of intimation to our underwriters for insuring the cargo.
- viii) Stowage Plan in duplicate.

11.00 Quality Claims:

HURL shall lodge claims, if any, for quality within 90 days of discharge of cargo at the destination ports based on the analysis result obtained at load port / disport and the supporting documents shall be sent by HURL to the supplier by courier/ electronic mode within 30 days of lodging the claims. If the supplier do not accept the same, the sample drawn at load port / disport for umpire analysis shall be got analyzed from umpire laboratory and the cost of such umpire's analysis shall be borne by the losing party. The result of such umpire analysis shall be final and binding on both the parties.

12.00 Mutually Agreed Damages:

In the event of failure to ship the material within the time stipulated in the contract, it is agreed that HURL shall have the right to exercise any or all of the following options as the case may be:

- i) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. HURL shall be entitled to recover such additional cost including by invoking the PG Bond.



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- ii) To purchase from other source without notice to the supplier, at the risk and cost of the supplier, the material not shipped or material of similar description for which HURL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for shipment. HURL shall be entitled to recover such additional cost including by invoking the PG Bond.
- iii) To recover mutually agreed damages for the delay in delivering the material for the period of such delay beyond the contractual delivery period until actual delivery or until HURL secures the material from other sources, a sum equivalent to 0.15% per day delay, subject to maximum of 5%. In case of single shipment contract, the mutually agreed damages shall be applicable on the contract value and in case of multiple shipment contract, the mutually agreed damages shall be applicable on the undelivered quantity.

13.00 Force Majeure:

- i) If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.
- ii) Any waiver / extension of time in respect of the delivery of any installment or part of the goods occasioned due to the reasons in Para (i) above shall not be deemed to be waiver/extension of time in respect of remaining deliveries.
- iii) If operation of the force majeure circumstances exceeds 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 from each other.
- iv) The party, which is unable to fulfill its obligation under the contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the force majeure conditions which prevents it from performing the contract. Such occurrence should be accompanied with Certificate issued by the Chamber of Commerce in the Country of Origin of Supplier in this respect. The Supplier shall also promptly inform the ending of such event enclosing therewith Certificate from Chamber of Commerce. If HURL is prevented from performing the contract, HURL shall inform the supplier within 15 days of occurrence of such force majeure conditions accompanied by Certificate issued by Chairman & Managing Director of HURL.
- v) Non-availability of material shall not be valid ground for non-performance.

14.00 Disputes / Arbitration:

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

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

15.00 Jurisdiction:

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

16.00 Governing Law:

The contract shall be constructed and governed by Indian Law.

17.00 Applicants are requested to adhere to the terms & conditions of this document.



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Annexure-III

**FORMAT FOR PERFORMANCE GUARANTEE BOND TOWARDS SECURITY DEPOSIT AND
PERFORMANCE GUARANTEE**

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

Bank Guarantee No.: _____

Dated _____

M/s Hindustan Urvarak & Rasayan
Limited,

.....,
.....
.....

Dear Sirs,

In consideration of M/s Hindustan Urvarak & Rasayan Limited, [hereinafter referred to as '**HURL**', 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 **HURL** a sum of Rs._____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs._____ as required under the terms and conditions of Contract / Work Order / Purchase Order No.:_____ dated _____ [hereinafter referred as the '**Order**'] placed by **HURL** 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 **HURL** an amount not exceeding Rs. _____ [Rupees _____] on demand made by **HURL** 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 **HURL** 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 **HURL** 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 **HURL** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].

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 **HURL** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **HURL** 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 **HURL** 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.



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4. We _____ the **Bank** further agree that **HURL** 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 **HURL** 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 **HURL** or any indulgence by **HURL** 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, HURL will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] 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 **HURL**.

9. The BANK hereby agrees that the Courts in New Delhi shall have exclusive jurisdiction in any matter of dispute between HURL and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Manager (Imports) & Manager (Commercial), Hindustan Urvarak & Rasayan Limited, Core-4, 9th Floor, Scope Minar, Laxmin Nagar, New Delhi-110092.

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 HURL 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:



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ANNEXURE-IV

LIST OF BANKS FOR BANK GUARANTEES

The bidders have to submit performance guarantee bond as per the given format from any scheduled bank except co-operative bank.



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ANNEXURE –V

PROCESS COMPLIANCE FORM

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

To,

M/s. HURL 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. HURL/HQ/26CS019

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 HURL has to carry out e-tender again due to our mistake, HURL has the right to disqualify us for this tender.
- 6) We confirm that HURL shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering and e-Reverse Auction 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 dedicated portal of HURL.
- 8) We do authorize HURL, Ltd 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.:.....



ANNEXURE-VI

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 HURL, the appropriate Orders can be issued by HURL, thereby banning all its business dealing with the debarred firm.
- (ii) Where it is proposed to extend the debarment beyond the jurisdiction of HURL 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 HURL, limited to only HURL-

5. Orders for Debarment of a firm(s) shall be passed by HURL, 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 gain unfair advantage in the procurement process or for personal gain.



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(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 HURL, 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 HURL's website for all units of HURL.

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 HURL'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 HURL is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, HURL 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.



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The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent 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 HURL.

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 HURL 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 debarments)

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.



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ANNEXURE-VII

**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
(OM no. 6/18/2019-PPD dated 23rd July 2020)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;



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2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. Certificate regarding compliance

Bidder shall furnish a certificate along with tender documents regarding their compliance with this Order as per the format on their letter head. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Format of Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

VII. Validity of registration

Registration should be valid at the time of submission of bids and at the time of acceptance of bids-

- VIII. The said order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



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ANNEXURE-VIII

FORMAT OF
MEMORANDUM OF UNDERSTANDING (MOU)

REF NO:

Date:

This **MOU** governing purchase and sale of FERTILIZERS hereto is made and entered into on by and between

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) a Joint Venture company of CIL, NTPC, IOCL, HFCL & FCIL incorporated in India under the Companies Act having its Corporate Office at Core-4, 9th Floor, SCOPE Minar, Laxmi Nagar, New Delhi- 110092, India herein after referred as the "**BUYER/HURL**", which expression shall unless repugnant to the context mean and shall include its successors and assigns), party of the first part.

AND

(NAME OF SUPPLIER with Full Address) herein after referred as "SUPPLIER", which expression shall unless repugnant to the context mean and shall include its successors and assigns), party of the second part.

Whereas the **BUYER/HURL**, had published the Notice Inviting Tender (NIT) under reference HURL/HQ/26CS019 dated 01.06.2026 for entering into long term purchase agreement/MOU with manufacturers / Traders for import of P&K and COMPLEX FERTILIZERS for a period valid upto **31.05.2027**.

WHEREAS, the **SUPPLIER** has submitted its bid dated against the aforesaid NIT No. HURL/HQ/26CS019 dated 01.06.2026 and various correspondence exchanged.

WHEREAS, the **BUYER/HURL** desires to purchase Fertilizers (the "Product") from SUPPLIER and SUPPLIER is willing to sell the Product pursuant to the terms and subject to the conditions set forth in this MOU and the separate Purchase Orders issued from time to time.

By signing of this MOU, the Parties only intend to agree on preliminary terms on which it may be possible to conclude separate sales contracts (hereinafter "Sales Contracts") in the future, provided that the Parties will mutually agree on the material terms of such Sales Contracts, in particular, but not limited to, the quantity, term of delivery and price. The Parties state that only the direct agreement of both Parties with respect to such terms and especially the price, expressed in a Sales Contract, can confirm the MOU of such terms, and the principle of using only the market price shall not be applied.

Any terms and provisions stipulated by this MOU are not binding and can be changed in possible Sales Contracts.

NOW, THEREFORE, in consideration of the mutual covenant of the parties hereinafter contained, the parties hereby agreed as follows:

TERMS AND CONDITIONS FOR PURCHASE OF FERTILIZERS UNDER MOU:

1.01 Product and Packing: P&K and NPK Complex Fertilizers - in loose bulk.



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1.02 Specifications: As per Indian FCO and its latest amendments.

The Goods shall meet the specifications prescribed under the Fertilizer (Control) Order, 1985 ("FCO") of India as may be applicable at the time of shipment of the Goods. The specifications presently prescribed under FCO are as under:

Di-ammonium Phosphate DAP (18-46-0)	
Moisture per cent by weight, maximum	2.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	18.0%
Ammoniacal nitrogen per cent by weight, minimum	15.5%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	46.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	39.5%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown/ Grey/ Natural colour or of any dark shade and free from visible contamination or clay and grit.	

NPK (10-26-26)	
Moisture per cent by weight, maximum	1.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	10.0%
Ammoniacal nitrogen per cent by weight, minimum	7.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	26.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	22.5%
Water soluble potassium (as K ₂ O) per cent by weight, minimum	26.0%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.	

Ammonium Phosphate Sulphate (20-20-0-13S)	
Moisture per cent by weight, maximum	1.0%
Total nitrogen (ammoniacal + urea) per cent by weight, minimum	20.0%
Ammoniacal nitrogen per cent by weight, minimum	18.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	20.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	17.0%
Sulphate Sulphur (as S) per cent by weight, minimum	13.0%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.	

Complex Fertilizer NPK (12-32-16)	
Moisture per cent by weight, maximum	1.5%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	12.0%
Ammoniacal nitrogen per cent by weight, minimum	9.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	32.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	27.5%
Water soluble potassium (as K ₂ O) per cent by weight, minimum	16.0%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.	
Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.	



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Nitro phosphate with Potash (15:15:15)		per cent by weight
Moisture	Maximum	1.5
Total Nitrogen (Ammoniacal and Nitrate)	Minimum	15.0
Ammoniacal Nitrogen	Minimum	7.50
Available Phosphorus (as P ₂ O ₅)	Minimum	15.0
Water Soluble Phosphorus (as P ₂ O ₅),	Minimum	4.0
Water Soluble Potassium (as K ₂ O)	Minimum	15.0
Particle Size: Minimum 90 % of the material shall be retained between 1 mm and 4 mm IS Sieve		
Physical Form: Granular free flowing Black/ Dark Brown/Pink colour of dark shade and free from visible contamination or clay and grit.		
Muriate of Potash (MOP)		
Moisture, per cent by weight, Maximum		0.5
Water Soluble Potash content (as K ₂ O) per cent by weight, Minimum		60
Sodium (as NaCl), per cent by weight, (on dry basis), maximum		3.5
Particle Size: Minimum 65% of material shall be retained between 0.25 mm and 1.7 mm IS sieve. Tolerance limits shall be as per FCO		
Physical Form: Crystalline, free flowing white / Pink colour of dark shed and free from visible Contamination or clay and grit.		
Mono Ammonium Phosphate (11-52-00)		
Moisture per cent by weight, maximum		1.0%
Total nitrogen all in ammoniacal form per cent by weight, minimum		11.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum		52.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum		44.5%
Particle size – Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.		
Specs & tolerance to be as per India FCO 1985		
Physical Form: Granular free flowing Black/ Dark Brown colour of dark shade and free from visible contamination or clay and grit.		
TSP: Triple Super Phosphate (00-46-00)		
Moisture per cent by weight, maximum		12.0%
Total phosphorous (as P ₂ O ₅) per cent by weight, minimum		46.0%
Water soluble phosphorus (as P ₂ O ₅) per cent by weight, minimum		42.5%
Free Phosphoric acid (as P ₂ O ₅) per cent by weight, Maximum		3.0%
Particle Size - Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve		
Physical Form: Granular free flowing Black/ Dark Brown/ Natural colour of dark shade and free from visible contamination or clay and grit.		
Ammonium Sulphate (AmSul)		
Moisture, Maximum		1.00%
Ammoniacal Nitrogen per cent by weight, Minimum		20.50%
Sulphate Sulphur (as S) percent by weight, Minimum		23.00%
Free acidity (as H ₂ SO ₄) per cent by weight (.)04 for material obtained from by-product ammonia and by-product gypsum), Maximum		0.025%
Arsenic (as As ₂ O ₃) per cent by weight, Maximum		0.01%
Physical Appearance: Caprolactam grade (Crystalline), free flowing without caking and lumps		



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Physical Form: Granular free flowing White / Off White (Uniform Color) and free from Visible contamination or clay and grit.	
Ammonium Phosphate Sulphate (16-20-0-13)	
Moisture per cent by weight, maximum	1.0%
Total nitrogen (ammoniacal and urea) per cent by weight, minimum	16.0%
Ammoniacal nitrogen per cent by weight, minimum	20.0%
Available phosphorous (as P ₂ O ₅) per cent by weight, minimum	17.0%
Water soluble phosphorous (as P ₂ O ₅) per cent by weight, minimum	13.0%
Particle size – Minimum 90% of the material shall be retained between 1mm and 4mm IS sieve	
Physical Form: Granular free flowing Grey / Brown / Dark Brown (Uniform Color) and free from visible contamination or clay and grit.	

Besides the above, additional products / fertilizers including any other NPKS grades approved under FCO/CFC and covered under the NBS scheme may also be considered. If such products are supplied by the empaneled suppliers with whom MOUs have been concluded, they may be included as and when required, depending upon the economics, margins, availability and acceptability by HURL.

Notes:

- The tolerance limits as per Indian Fertilizer Control Order 1985 and latest amendments.
- Any other Fertilizer grade mutually agreed (specification in accordance to Indian FCO 1985).
- The color of the cargo will as per enquiry, if specified. Particle size of the product should be as per respective specification of the product mentioned above and free flowing.

d) Manufacturing process for APS & NPK:

The offered Ammonium Phosphate Sulphate & Nitro Phosphate with Potash to be manufactured through chemical reaction process involving chemical reaction among various feed reactants and not through only steam granulation. The bidder will have to furnish an undertaking from the manufacturer in this regard on their letterhead at the time of submission of Price. The manufacturer should also have to specify and explain in brief the manufacturing process.

- In case the cargo is not meeting the FCO specifications, the cargo will be rejected. The supplier shall refund the landed cost of the cargo found unfit as well as all the consequential handling and the distribution cost thereof immediately on HURL's first demand with value date being date of initial payment to the supplier, failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.

1.03 Pricing Methodology & Shipment Schedule:

AS PER STANDARD OPERATING PROCEDURE ENCLOSED AT **ANNEXURE-I**

1.04 Quantity: Non-Specified Quantity

HURL will communicate the requirement of the Quantity at the time of procurement with shipping tolerance.

1.05 Discharge Ports:

A. For East Coast of India/ West Coast of India:

Discharge Ports: PICT, Paradip or Kakinada or Vizag or any other port on East Coast of India OR Mundra or Kandla or Pipavav or any other port on West Coast of India.

Discharge Rate: 7,000 to 10,000 MT PWWD SHEX EIU basis 4 or more available/workable holds/hatches, pro-rata if less.

LOA/Beam/Draft restrictions shall be as applicable for respective discharge ports.



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Supplier shall arrange for chartering of suitable geared single deck vessel(s) to load the agreed quantity. These vessels should be self-geared bulk carriers fitted with minimum four cranes of 25 MT SWL each with minimum outreach of 9 metres. The seller shall guarantee that the vessel is fitted with, grabs, ropes and winches in good working condition.

1.06 Purchase Order (PO):

HURL shall send communication to supplier mentioning the quantity, shipment period, Discharge port etc. as per the Standard Operating Procedure and obtain Price quotes.

HURL shall issue Purchase order as per the requirement for the said shipment once the price is finalized. All the supply shall be in line with the contractual terms as agreed in the P.O.

1.07 Performance Guarantee Bond (PGB):

1% of purchase order value for manufacturer / producer and 3% of Purchase order value for traders.

The supplier shall furnish Performance Guarantee Bond as per the category mentioned above to Buyer within 10 days of issuing Letter of Intent (LOI) / Purchase Order (PO), a Performance Guarantee in the prescribed Proforma attached as **Annexure-III of NIT** through any Bank listed in **Annexure-IV of NIT**.

The Performance Guarantee Bond shall be kept valid till 90 days of completion of discharge of the shipment. The Performance Guarantee Bond shall not be released till supplier has settled all claims. The validity of PGB shall be extended suitably till settlement of claims.

If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Purchase Order and/or failed to comply with the terms and conditions as stipulated in the Purchase Order or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.

1.08 Analysis, Sampling and Weighment:

- a) BUYER/HURL will appoint Independent Inspection Agency to carry out Sampling, Analysis and joint draft survey at load port along with master of the vessel or vessel Owner's agents. Supplier will keep inform about loading schedule to BUYER's appointed agency and arrange access to them to cargo storage point and load port.
- b) Supplier will also appoint separate inspection agency at load port to carry out Sampling, Analysis and draft survey.
- c) BUYER/HURL appointed inspection agency will draw six composite representative cargo samples of the shipment during loading operation for determining the quality based on analysis of various constituents mentioned under clause 3.02.
- d) Six composite representative cargo samples of the shipment drawn by inspection agency during loading operation shall be sealed and two of which shall be sent to HURL. Other two samples will be use by BUYER/HURL inspection agency for checking and laboratory analysis purpose and remaining two will to be given to supplier's agency for record and future reference.
- e) Certificate of Sampling report will be prepared by BUYER/HURL Inspection agency with details of lot wise samples drawn along with date and Supplier Inspection agency shall witness the sampling and counter signed Certificate of Sampling report.
- f) The reports of Inspection agency appointed both by HURL as well as Supplier shall form part of L/C documents.
- g) HURL at its discretion may depute its representative at load port during loading operations to witness sampling and analysis.
- h) HURL/their agent shall draw samples for determining the quality of the cargo at the port of discharge through Central Fertilizer Quality Control & Training Institute (CFQC & IT), Faridabad (India) OR any of its Regional Laboratory. The quality so determined at discharge port shall be final and binding on supplier.
- i) The cargo to meet the FCO specifications based on the analysis report of independent inspection Agency appointed by HURL at Load port as well as Central Fertilizer Quality Control & Training Institute (CFQC & IT), Faridabad (India) OR any of its Regional Laboratory.



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1.09 Quantity / Weighment at discharge Port:

Quality of the product to be as Samples for determining the quality of cargo at the port of discharge are drawn by the Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port in India. The quality so determined at discharge port shall be final and binding on the both the parties.

In case the cargo is declared as non-standard by Central Fertilizer Quality Control & Training Institute (CFQC&TI), Faridabad (India) or any of its regional labs at discharge port, for deficiency in nutrients, moisture or particle size beyond the limit specified in Fertilizers (Control) Order 1985, of India (FCO) with latest amendments and/ or if the colour of any part of the cargo does not conform to the colours mentioned in the NIT, the cargo will be rejected.

The supplier shall refund the landed cost of cargo found sub-standard (including colour) as well as all the consequential handling and the distribution cost or any loss thereof, immediately on HURL's first demand, with value date being the date of initial payment to the supplier, failing which penalty @18% shall be payable up to the date of actual remittance by the supplier.

For Quantity: The Weighment shall be determined by draft survey conducted through an independent surveyor/ inspection agency appointed by HURL at the port of discharge. The Invoice quantity shall be based on weighment. The material cost shall be based on B/L quantity or draft survey, whichever is less. Quantity declared as damaged cargo shall also be treated as quantity delivered short and shall be treated accordingly. The payment for shortage in quantity including damaged cargo, as revealed by the draft survey at discharge port vis-à-vis the bill of lading quantity, would be recovered including the custom duty, other duties, handling charges and other costs, if any, paid on such quantity. The claim, if any, on the basis of findings at discharge port will be lodged on seller within 120 days from date of completion of discharge of the cargo. The seller shall make good such claim made by buyer directly within 15 days of lodging of claim by buyer, else the buyer shall be entitled to recover such claim by all legal means including invocation of Performance Guarantee Bond.

1.10 Validity/Period of MOU

This MOU shall valid upto **31.05.2027** from the date of signing of the agreement. Either Party may, by written Notice given not later than 3 (Three) months prior to expiry of term, notify the other Party that it wishes to extend the term of this Purchase Contract. Should the parties mutually agree, the Purchase Contract shall be extended for another **two (02) years** on the same terms and conditions.

1.11 Country of Origin of products:

1. Country of origin to be mentioned along with Price quotes.
2. Certificate of origin issued by Local Chamber of Commerce & Industry has to be submitted along with Shipping documents. In case Local Chamber of Commerce & Industry is not issuing Certificate of origin then Certificate of origin issued by Competent authority of Country of origin will be accepted.

1.12 Pricing: As per Standard Operating Procedure as enclosed at **Annexure-I** of the bid document.

1. The price should be quoted for payment by **Letter of Credit (L/C) at sight** against presentation of shipping documents.

In addition, **the Bidder must quote the interest rate applicable for availing credit upto 180 days.** HURL may opt for availing credit for 30 / 60 / 90 / 180 days from the date of Bill of Lading.

2. Taxes & Duties:

Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account.



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1.13 Payment Terms:

Payment will be effected through Irrevocable Letter of Credit established by HURL.

The L/C shall be opened by HURL on receipt of Performance Guarantee Bond for each shipment from supplier.

The Letter of Credit (L/C) shall not be transferable, divisible and assignable. HURL will not accept any request of supplier for transferable, divisible and assignable L/C.

Letter of Credit confirmation, if required, charges to seller's account. The charges for establishing L/C and bank charges in India shall be borne by HURL. All Bank charges outside India and the L/C confirmation charges will be to the account of supplier.

Payment against L/C shall be made on negotiation of documents through bank in India or after 30/60/90/180 days from Bill of Lading date, as the case may be, on presentation of following documents:

- i) Signed and stamped commercial invoice in original along with four copies.
- ii) Negotiable Clean Bill of Lading in Original and three non-negotiable copies.
- iii) Certificate of Quality: - Laboratory Analysis Report from independent inspection agency appointed by Supplier at load port.
- iv) Certificate of Quantity: - Draft Survey Report from independent inspection agency appointed by Supplier at load port.
- v) Copy of E-mail from supplier sent to Chief Manager (Imports) / Chief Manager (Commercial), HURL, India and to HURL's underwriters (whose details shall be furnished along with LOI/ Purchase Order) within 24 hours of sailing of each vessel, stating name of vessel, quantity loaded and date of sailing of ship and ETA at designated discharge port.
- vi) Certificate of origin issued by Local Chamber of Commerce & Industry / Competent authority of Country of origin (In case Local Chamber of Commerce & Industry is not issuing the same).
- vii) Original/ Copy of Stowage Plan.

1.14 Shipping Terms & Conditions: as per GTC clause No. 9.00 of this bid document.

1.15 Insurance:

Insurance for the product shipped shall be arranged by HURL through their underwriters whose detail shall be furnished while issuing the LOI/Purchase Order. The supplier shall intimate HURL's underwriters- Chief Manager (Imports) & Manager (Commercial), HURL immediately on shipping the product informing the name of the ship, quantity value of material, port of loading etc.

1.16 Disputes / Arbitration:

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

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

1.17 GENERAL CONDITIONS:

- 1) This MOU shall remain strictly private and confidential. However, the Parties can disclose this MOU to any person or entity in order to comply with statutory or regulatory requirements.
- 2) All amendments and supplements to this MOU are valid only if they are made in writing and signed by authorized representatives of both Parties.
- 3) Supplier request to assign their rights and obligations under this MOU to any third party will not be accepted by HURL.



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- 4) All taxes, custom duties and other charges including those imposed upon the cargo levied within the Sellers' territory shall be borne by the Sellers and those levied in India shall be borne by the Buyers unless otherwise provided for in Sales Contracts.
- 5) Both, Parties shall treat and keep confidential any propriety business information of any nature or kind (verbal, written, or soft version) that one party may receive from the other party, and nothing set out herein or in the Sales Contract shall constitute (or be deemed to constitute) as the granting of a license or similar rights to Buyer of the trademarks or any other intellectual property rights relating to the Goods.
- 6) Parties shall comply with all applicable laws, rules and regulations including without limitation those concerning international trade sanctions, anti-corruption, anti-money laundering and tax laws, when performing this Agreement on Intent.
- 7) Both Supplier and Buyer shall sign Integrity Pact along with Sales Contract.

1.18 EFFECTIVENESS:

Both the Parties agree and acknowledge that the provisions of this MOU are not intended to and do not create any legally binding obligations on any party, including, without limitation, any obligation to form a joint venture, to enter into further negotiations or commercial arrangements or to make and sign any contract or agreement (including Sales Contracts), incur any obligation or expenses with respect to any purposes contemplated by this Agreement. Neither Party shall have any legal or financial obligations to the other Party with respect to the intended transactions contemplated herein (including Sales Contracts) unless and until all terms and conditions of the respective transaction have been negotiated and agreed to by the Parties and set forth in a binding, written agreement which has been properly approved, authorized and executed by the Parties in accordance with all necessary corporate or other action. The Parties will implement the provisions of this Agreement at their own discretion and at their own expense. Each Party shall bear its own costs and expenses of whatever nature incurred in connection with this Agreement.

This MOU shall become effective from the date first written above and be valid for three year from the MOU date. Each Party has the right to terminate this MOU at any time by sending written notification 30 days prior to such termination.

1.19 STANDARD OPERATING PROCEDURE OF MOU

- a) HURL has entered into MOU with eligible Traders for non-Specified quantity for the period of three year from the date of Agreement.
- b) Subsequent to entering into MOU, HURL will communicate the requirement of the Product, Quantity, Shipment period, Discharge Port, Discharge rate, etc., to be procured against on shipment-to-shipment basis to all the vendors with whom HURL entered into MOU through CPP Portal.
- c) The time of minimum three (03) working days will be given for submission of offer with validity of minimum four (04) working days.
- d) Supplier has to submit their offer in US Dollars Per MT for the said shipment through CPP Portal along with other details of cargo such as Country of Origin, Load port, Manufacturer details etc. sought in the enquiry. Price basis shall be CFR sight basis at the designated discharge port. The price should be quoted for payment by Letter of Credit (L/C) at sight against presentation of shipping documents. Taxes & Duties, if any, payable outside India shall be to supplier's account and in India to buyer's account.
- e) In addition, the Tenderer must quote the interest rate applicable for availing credit up to 180 days. HURL may opt for availing credit for 30 / 60 / 90 / 180 days from the date of Bill of Lading.
- f) The evaluation for ascertaining the L-1 bidder will be done considering the CFR price at sight.
- g) HURL may issue Purchase order as per the viability for the said shipment after finalization of the price on lowest basis.



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h) HURL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by HURL from the Bidders.

The above Standard Operation Procedure of the MOU shall also form a part of the subject NIT for Empanelment of the reputed Traders.

1.20 Mutually Agreed Damages:

In the event of failure to ship the material within the time stipulated in the contract, it is agreed that HURL shall have the right to exercise any or all of the following options as the case may be:

- i) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. HURL shall be entitled to recover such additional cost including by invoking the PG Bond.
- ii) To purchase from other source without notice to the supplier, at the risk and cost of the supplier, the material not shipped or material of similar description for which HURL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for shipment. HURL shall be entitled to recover such additional cost including by invoking the PG Bond.
- iii) To recover mutually agreed damages for the delay in delivering the material for the period of such delay beyond the contractual delivery period until actual delivery or until HURL secures the material from other sources, a sum equivalent to 0.15% per day delay, subject to maximum of 5%. In case of single shipment contract, the mutually agreed damages shall be applicable on the contract value and in case of multiple shipment contract, the mutually agreed damages shall be applicable on the undelivered quantity

1.21 Additional Clauses:

- a. Supplier has to ensure that parties involved, directly or indirectly in the transaction including their banker, shipper, vessel owner, Captain of vessel, supplier etc. should not be in sanction list of OFAC, EU, UK and/or any other country. At the same time bidder has to ensure that submitted documents (shipping documents, commercial invoice etc.) should not bear the name of any sanctioned entity or persons and should be clear documents to ensure smooth transaction and payment.
- b. Bidder may note that any of the shipments for which the load port or the voyage is 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.
- c. All terms and conditions not mentioned herein shall be as per NIT vide no. HURL/HQ/26CS019 dated 01.06.2026 and will form part of the MOU.

IN WITNESS WHEREOF, BUYER and SUPPLIER have caused this MOU to be duly executed by their authorized representatives as of the date set forth above.

SUPPLIER
For and on behalf of

BUYER
For and on behalf of

Authorized Signatory

Authorized Signatory