



08 JUN 2026

# PARTICULAR TERMS AND CONDITIONS FOR THE PURCHASE OF AMMONIUM NITRATE IN BULK

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**SUBJECT:**

Purchase of **white prilled or granular Ammonium Nitrate** under the following terms and conditions and the GCT General Terms and Conditions attached.

**1. QUANTITY**

**Minimum 100.000 MT** (One hundred thousand Metric Tons) / + **10% at Buyer's option.**

The Buyer reserves his right to purchase the whole quantity or part of it in the frame of this tender after the awarding of this tender.

The Buyer reserves his right to scrap the tender if he so wishes.

**2. ORIGIN**

Open, to be indicated by the bidder.

**3. DELIVERY PERIOD**

The delivery is to start from July 2026 in a continuous manner with no interruption with consecutive cargoes (one cargo at a time) until completion of the whole quantity.

All the quantities must be delivered before end of November 2026.

**4. SPECIFICATIONS**

The specification of the product must meet the following requirements:

- NUMERO CAS: 6484-52-2
- NUMERO EC :229-347-8

	REQUIRED SPECIFICATIONS
TOTAL NITROGEN	33.50 % MIN
AMMONIACAL NITROGEN	16.75 % MIN
NITRIC NITROGEN	16.75 % MIN
MOISTURE	0.3 % MAX
pH	MIN 4,5 - MAX 6
COLOR	WHITE
GRANULOMETRY	95 % MIN BETWEEN 1 AND 5 MM 5% MAX BELOW 1MM

The product must be free flowing, treated against caking and 100 % free from harmful substances and radioactivity.





## 5. FINANCIAL OFFER

The offered price must be presented as follows:

OFFRED QUANTITY (MT)	UNIT PRICE (USD) CIF

## 6. PACKING

In bulk and free flowing.

## 7. DELIVERY TERMS

COST INSURANCE AND FREIGHT (CIF) BIZERTE-MENZEL BOURGUIBA PORT, TUNISIA (INCOTERMS 2020)

At Bizerte - Menzel Bourguiba Port:

- LOA : 150 m
- Draft : 8,5 m

## 8. PAYMENT

The Payment will be performed by:

- Letter of credit payable 30 days from Bill of Lading date **or**
- Telegraphic Transfer 12 working days after completion of the discharging operations if the bidder is Russian or the origin of goods is Russia or the Port of loading is Russian.

Final invoicing will be based on the final quantity discharged as determined by shore scale at the discharging port.

## 9. SUBMISSION OF OFFERS

- Offers must be received **exclusively and only** through the following mail address: **gct.croomtunis@gct.com.tn** latest on **June 18<sup>th</sup>, 2026 at 09H00** Tunisian time.
- Bidders must submit only one offer.
- The subject in the mail should read: **"GCT AN TENDER 2026"**
- Bidders must fill in full the attached "Tender Submission Form/GCT AN-2026" to this invitation to tender, **sign it and stamp it.**
- The offer must be for the whole quantity. Any partial offer will be rejected.

## 10. OFFER VALIDITY

Offers must remain valid at least until **June 25<sup>th</sup>, 2026** COB Tunisian Time.

The Buyer may solicit the tenderer's consent to extend the validity. The request and the response shall be made in writing (e-mail) through the following email address: **gct.achatmp@gct.com.tn**

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## 11. AWARDING

The awarding will be to the bidder with the **lowest average** price per metric ton of the **whole** quantity in compliance with the terms and conditions of this tender.

## 12. OTHER TERMS

Other terms and conditions not specified above are as per GCT General Terms and Conditions for the purchase of Ammonium Nitrate in bulk on CIF basis herewith attached which constitutes an integral part of this tender and will be incorporated in the supply purchase contract.

## 13. REQUEST FOR INFORMATIONS

Any request for additional information must be addressed exclusively through the following mail address:

[gct.achatmp@gct.com.tn](mailto:gct.achatmp@gct.com.tn) latest on **June 12<sup>th</sup>, 2026 at 12H00** Tunisian Time.

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# GCT GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF AMMONIUM NITRATE IN BULK ON CIF BASIS

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## I. INSPECTION

Sampling and analysis of the product shall be performed at the load port by a qualified independent inspection company selected by mutual agreement of the parties. Cost of the sampling and analysis shall be for Seller's account and the results, absent fraud and/or manifest error shall be final and binding.

The weight of the product shall be determined at load port by a qualified independent surveyor selected by mutual agreement of the parties. Cost of this operation shall be for Seller's account and the results, absent fraud and/or manifest error shall be final and binding.

The Buyer has the right to be present or represented at loading port during the loading and sampling operations.

## II. TRANSPORTATION AND SHIPPING CONDITIONS

- Seller shall charter all vessels on the basis of "free out" conditions.

- **The performing vessel shall be geared** and all vessel's cranes/derricks/grabs to be used free of charges for the discharging of cargo and to be operational during all discharging time.

The carrying vessels should be fitted with cranes/single swinging derricks/grabs guaranteeing a lifting capacity **ensuring a discharging rate of 1350 MT /Day** each serving simultaneously all hatches.

Any stoppage/reduction of discharging rate due to vessel's cranes failure will be for Seller's / owner's account and to not count as laytime or time of demurrage and time to be adjusted accordingly in prorata per inoperative gear.

- If the performing vessel is **gearless**, then the Seller, at his expenses, has to hire shore cranes at discharging port insuring the agreed discharging rate mentioned above.

- The carrying vessels should be high classed and registered at a well-known and recognized (First Class) P&I club to be advised to the Buyer upon nomination of the vessels.

- Performing vessels should have on board all documents / certificates valid and in good order to the satisfaction of discharging port authorities.

- The carrying vessels should comply with all maritime regulations at port of call mainly I.S.M. & ISPS codes.

- Goods should be shipped in vessels not more than 16 years old. Otherwise, any overage premium as invoiced to GCT will be for Seller's account.

- The contract of carriage which to be concluded by the Seller should include that the carrier is liable for any product damages arising from any act, neglect, or default of the master/vessel's crew.

- Owner/Seller to take adequate precautions in order to protect cargo from damages.

- Seller shall inform Buyer by e-mail the details concerning the proposed vessels particulars (name, age, flag, position, quantity to load, demurrage rate; LOA, BEAM, draft, Q88 and other technical data) and Buyer shall reply to the Seller by e-mail within two working days of his acceptance or rejection of the proposed vessel.

- Master or his agent to give 72 hours, 48 hours and 24 hours notice of ETA to the cargo receiver.

- Seller must communicate to the Buyer by e-mail within one working day after B/L date the quantity of goods loaded, the cargo value, the vessel sailing date from the load port and vessel's ETA at discharging port.

- Seller should provide Buyer latest within two working days after B/L date by e-mail copies of all shipping documents.





- In case the original BL is not available at the time of vessel's arrival at discharging port, the Seller shall arrange at first demand of the Buyer, the release of the cargo without the production of the original BL against a Letter of Indemnity to be provided by the Seller to the shipowner in compliance with shipowner P&I club wording and to be signed by the Seller.

### Charges at discharging port

All dues, duties, taxes and other charges of any nature imposed or assessed on the cargo by the country of destination including Tax No.1 (peage dues) are for Buyer's account.

All port dues, pilotage and other charges and/or taxes customarily charged to the vessel are for shipowners account.

### Discharging conditions

- Upon vessel's arrival at the usual customary waiting place at anchorage which should be within the geographical legal and administrative area of the discharging port, the master should tender a valid N.O.R to charterer's or shipowner's agent and / or to receivers that the ship is in all respects ready to discharge the cargo. Such valid NOR to be tendered during ordinary business hours.

- Valid Notice of Readiness to be tendered during official working hours Monday to Friday from 08:00 hours to 17:00 hours and Saturday from 08:00 hours to 12:00 hours to charterer's or shipowner's agent and / or to receivers at the port of discharge.

- Time starts to count at 14:00 hours if valid NOR is tendered before or at noon and at 08:00 hours next working day if valid NOR is tendered the afternoon, unless earlier commenced.

- Time used prior to commencement of laytime to count as half time.

- Time lost waiting for berth to count as laytime. However, shifting from anchorage to berth not to count as laytime.

- Shifting expenses to be for the party ordering same. Any shifting ordered by the port authority to be for receiver's account.

- Time used for shifting will be for account of the party ordering same.

- In case discharging is stopped due to weather circumstances such as an excess in humidity, time not to count.

- Time Lost in Free pratique, Initial Draft Survey, Inward Clearance not to count as Laytime.

- Laytime stops counting on completion of discharging operations.

### Discharging rate

Cargo to be discharged at the rate of **1350 MT** per weather working day of twenty-four consecutive hours SSHINC.

### Demurrage / Despatch

Despatch rate to be at half demurrage rate.

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Demurrage or Despatch at the discharging port to be settled directly between Buyer and Seller within 30 calendar days after the completion of the discharging operations and upon receipt of laytime calculations.

All other eventualities related to the transport and discharging conditions, not covered by this article shall be covered by the "GENCON" Charter Party form.

If requested by the Buyer, the Seller shall provide a copy of the charter party for the purpose of demurrage settlement if any.

### III. INSURANCE/EXTRA INSURANCE

The Seller must obtain, at its own cost, cargo insurance covering the shipments against all Risks (including theft and war risk).

The insurance shall be contracted with underwriters or an insurance company of good repute and entitle the Buyer (Groupe Chimique Tunisien) to claim directly from the insurer as a beneficiary of the insurance.

The insurance for each lot shall cover, at a minimum, the cargo value plus 10% (i.e. 110%) and shall be in the currency of the contract.

The insurance shall cover the goods from the time the goods are loaded on board of the nominated vessel at loading port until the completion of the discharging of the whole quantity at the discharging port.

The Seller must provide the Buyer with Original of the insurance policy or certificate or any other evidence of insurance cover.

Moreover, the Seller must provide the Buyer, at the Buyer's request, risk and cost, with information that the Buyer needs to procure any additional insurance.

### IV. FORCE MAJEURE

The Force Majeure Clause 2003 of the International Chamber of Commerce (ICC publication N° 650) shall apply. The Force Majeure must be officially certified (either at port of loading or at port of discharge) by an official competent authority. Except where the nature of event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (05) working days after the occurrence of such Force Majeure and shall in every instance to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

In case Force Majeure lasts more than 45 days, the two parties shall meet in order to decide about the outcome of the contract.

### V. INCOTERMS

This agreement shall be subject to the International Rules for the Interpretation of Trade Terms known as Incoterms 2020.

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## VI. DEFAULT

Unless excused by Buyer's failure to perform, or Force Majeure, if Seller fails to deliver all or part of the Quantity in accordance with the provisions of these Particular Terms and conditions for the purchase of Ammonium Nitrate in bulk and GCT General terms and conditions for the purchase of Ammonium Nitrate in bulk in CIF basis, Seller shall pay Buyer, an amount for each Metric Ton of the Seller's Deficiency equal to the positive difference, if any, obtained by subtracting the agreed price from the replacement price, plus any additional direct costs or expenses reasonably incurred by Buyer.

"Replacement Price" means the price at which Buyer, in view of its obligation to take any and all reasonable steps to mitigate its losses and always acting in a commercially reasonable manner, purchases substitute goods in a quantity and quality as stipulated on these Particular Terms and conditions for the purchase of Ammonium Nitrate in bulk and on the same CIF delivery basis equivalent to the Seller's deficiency or, absent a purchase, the market price for such quantity and quality of goods on the same CIF delivery basis at the discharge Port.

## VII. CANCELLATION

The Buyer reserves his rights to cancel the purchasing contract, on Seller's detriment and damage, in case of duly confirmed non execution by the Seller of its contractual obligations.

The cancellation should be notified by the Buyer to the Seller by recorded warning letter by rapid courier or mail and the cancellation enter into force 15 days after receipt of such letter in case it remains unanswered.

## VIII. ARBITRATION

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of ICC Paris.

The Tribunal shall consist of three arbitrators. Each party will nominate an arbitrator, the third arbitrator who will be the chairman, will be designated by the two arbitrators otherwise the chairman will be nominated by the ICC secretary.

If one party do not appoint an arbitrator within 30 days from the date of receipt of the request for arbitration from the other party, the ICC secretary will nominate the second arbitrator.

The chairman must be independent and have a different nationality from both parties and both arbitrators.

Place of arbitration: Paris.

Language of arbitration: English.

## IX. GOVERNING LAW:

This contract shall be governed by French law.

## X. TENDER DOCUMENTS:

- PARTICULAR TERMS AND CONDITIONS FOR THE PURCHASE OF AMMONIUM NITRATE IN BULK
- GCT GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF AMMONIUM NITRATE IN BULK ON CIF BASIS
- TENDER SUBMISSION FORM /GCT AN-2026



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# TENDER SUBMISSION FORM /GCT AN-2026

## 1- Specifications: **[Eliminatory criteria]**

	Required Specifications	Bidder Specifications
TOTAL NITROGEN	33.50 % MIN	
AMMONIACAL NITROGEN	16.75 % MIN	
NITRIC NITROGEN	16.75 % MIN	
MOISTURE	0.3 % MAX	
pH	MIN 4.5 - MAX 6	
COLOR	WHITE	
GRANULOMETRY	95 % MIN BETWEEN 1 AND 5 MM 5% MAX BELOW 1MM	
	NUMERO CAS: 6484-52-2 NUMERO EC :229-347-8	

## 2- Financial Offer: **[Eliminatory criteria]**

Required Quantity (MT)	Offered Quantity (MT)	Unit Price USD/MT CIF	Total Amount USD
Minimum 100 000 + 10%			

## 3- Origin of the product **[Eliminatory criteria]**

Offered Quantity (MT)	Origin

## 4- Supporting documents: **[Eliminatory criteria]**

Check (X) the corresponding box:

<input type="checkbox"/>	We are a well-known Ammonium Nitrate producer company *
<input type="checkbox"/>	We are a trading company having the support of a well-known Ammonium Nitrate producers **



\*[Provide a signed letter attesting the capacity to produce and sell to the Buyer the requested quantity on this tender]

\*\*[Provide one or maximum four (04) signed "Manufacturer Certificate" issued by the Ammonium Nitrate Producer(s) certifying that they accept to cover the trading company to participate in this tender and showing the offered quantity]

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## 5- Declaration: **[Eliminatory criteria]**

- ✓ I, the undersigned, being the authorized signatory of the above bidder, hereby declare that we have examined and accepted without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.
- ✓ We accept the validity period stipulated in the Particular Terms and Conditions for the purchase of Ammonium Nitrate in bulk.
- ✓ We declare and confirm our unconditional and irrevocable acceptance of all the terms and conditions set out in the tender documents and, where appropriate, waiver of our own general or specific terms and conditions.
- ✓ We are also aware and agree that non-acceptance of terms and/or conditions as cited above will lead to the exclusion of our offer for non-compliance with the tender conditions.

Full Company Name	
Full Name of the Signatory	
Title of the Signatory	
Date	
Signature	
Company Stamp	



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