

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/6 DATED 10.11.2017, FOR SUPPLY OF MOP IN BULK

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/6 DATED 13.10.2017, FOR SUPPLY OF MOP IN BULK

MMTC LIMITED, SCOPE COMPLEX, LODHI ROAD, NEW DELHI, INDIA

1	COMMODITY	MURIATE OF POTASH(MOP) IN LOOSE BULK CONFIRMING TO INDIAN FCO IN WHITE COLOUR
2	QUANTITY	15000-20000 MT (+/-10%) TO BE SUPPLIED IN STAGGERED MANNER FROM THIRD WEEK NOVEMBER, 2017 TO MID JANUARY, 2018
3	SHIPMENT SCHEDULE	THIRD WEEK NOVEMBER, 2017 TO MID JANUARY, 2018
4	ORIGIN	TO BE INDICATED BY BIDDERS.
5	SPECIFICATIONS:	AS PER INDIAN FCO COLOUR: WHITE MOISTURE % BY WEIGHT, MAXIMUM 0.5 WATER SOLUBLE POTASSIUM CONTENT (AS K ₂ O) % 60 BY WEIGHT MINIMUM SODIUM AS NaCl % BY WEIGHT (ON DRY BASIS), MAXIMUM 3.5 PARTICLE SIZE -MINIMUM 65% OF THE MATERIAL SHALL BE RETAINED BETWEEN 0.25 MM AND 1.7 MM LS SIEVE
6	DISCHARGE PORT	WEST COAST INDIA BASIS, PREFERABLY BEDI-ROZI PORT OR ON EX CANDLA/MUNDRA PORT BASIS
7	PRICE	BOTH CFR/CIF AND FOB LOAD PORT PRICES ON 180 DAYS CREDIT BASIS AND SHALL REMAIN FIRM FOR THE TOTAL QUANTITY TILL THE EXECUTION OF THE SAME. THE PRICE SHOULD BE INCLUSIVE OF ALL GOVERNMENT TAXES AND LEVIES AS APPLICABLE.
8	PAYMENT	L/C WITH 180 DAYS CREDIT FROM DATE OF B/L ON VESSEL TO VESSEL BASIS.
9	VALIDITY OF OFFER	BID SHALL BE VALID AT LEAST TILL 1700 HRS IST ON 19/12/2017.
10	EMD	ALL BIDDERS, EXCEPT MTPL, A 100% SUBSIDIARY OF MMTC, SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). PRODUCERS ARE ALSO EXEMPTED FROM SUBMISSION OF BID BOND. ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL, SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 3% OF CONTRACT VALUE.
11	PERFORMANCE BANK GUARANTEE	IN THE EVENT OF AN OFFER BEING ACCEPTED, PERFORMANCE GUARANTEE BOND SHALL HAVE TO BE SUBMITTED BY THE OFFERER STRICTLY AS PER MMTC'S FORMAT ONLY WITHIN 10 DAYS FROM THE DATE OF ISSUANCE OF ACCEPTANCE OF OFFER. CONDITIONAL PG BONDS ARE NOT ACCEPTABLE. THE PG BOND SHOULD BE ESTABLISHED THROUGH ANY INDIAN NATIONALIZED BANK OR A SCHEDULE BANK IN NEW DELHI. THE VALUE OF THE PG BOND IN US DOLLARS SHALL BE AS FOLLOWS: CATEGORY -I PRODUCERS 1% VALUE OF THE CONTRACT INCLUDING PLUS TOLERANCE CATEGORY –II ACCREDITED SUPPLIERS 3% VALUE OF THE CONTRACT INCLUDING PLUS TOLERANCE CATEGORY- III OTHER BIDDERS 10% VALUE OF THE CONTRACT INCLUDING

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		<p>PLUS TOLERANCE</p> <p>IN CASE THE PG BOND IS NOT SUBMITTED WITHIN 10 DAYS FROM ACCEPTANCE OF OFFER BY MMTC, THE BID BOND AMOUNT SHALL BE FORFEITED. THE PG BOND SHALL COVER THE PERFORMANCE OF THE CONTRACT, QUANTITY SHORT LANDED, QUALITY PENALTIES BASED ON DISCHARGE PORT RESULTS, LP/DP, DESPATCH/DEMURRAGE OR/AND ANY OTHER LIABILITY.</p>
23	GENERAL TERMS AND CONDITION	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>II. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>III. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MMTC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>V. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>VI. OFFERS ARE TO BE SUBMITTED IN TWO BID SYSTEM I.E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATION, DISCHARGE PORT, SHIPMENT PERIOD, ETC, ALONG WITH AUTHORITY LETTER. THE SECOND I.E. THE COMMERCIAL BID SHOULD CONTAIN DETAILS OF PRICE OFFERED.</p> <p>VII. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND PRODUCERS, SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT).</p> <p>VIII. ALL NEW SUPPLIERS EXCEPT PRODUCERS (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&B, CRISIL, MOODY'S OR STANDARD POOR CREDIT RATING REPORT NOT OLDER THAN ONE YEAR. THE REPORT RATING NEEDS TO BE MINIMUM SATISFACTORY OR EQUIVALENT FOR CONSIDERATION.</p> <p>IX. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</p> <p>X. THE INDEPENDET EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED QUERY/ COMPLAIN ONLY. THE INDEPENDENT EXTERNAL</p>

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		<p>MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO: SHRI D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MMTc LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT dilip.chaudhary@icloud.com</p> <p>XI. BIDS ARE TO BE SUBMITTED LATEST BY 1400 HRS. ON 15.11.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mmtc.abcprocure.com . BIDDERS NEEDED TO SUBMIT THEIR BID BOND PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTc LIMITED, FERTILIZER DIVISION, SECOND FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI 110003 BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE. BIDDERS MAY SUBMIT SUPPORTING DOCUMENTS THROUGH PHYSICAL MODE AS WELL.</p> <p>XII. CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTIONS/ E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.</p>
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ANNEXURE-I

GENERAL TERMS AND CONDITIONS – ATTACHMENT TO ENQUIRY DATED 03.07.2017 FOR RED COLOUR MURIATE OF POTASH (MOP)

1. INSPECTION / SURVEY OF CARGO AT LOAD PORT WILL BE CARRIED OUT BY REPUTED THIRD PARTY AGENCY AND REPORTS ISSUED WILL FORM THE PART OF NEGOTIABLE DOCUMENTS.
2. IN CASE L/C IS TO BE ESTABLISHED, ALL EXPENSES OF L/C OUTSIDE INDIA INCLUDING CONFIRMATION CHARGES WILL BE TO BENEFICIARY'S ACCOUNT. WE PREFER TO HAVE L/C WITH 180 DAYS INTEREST FREE CREDIT FROM THE DATE OF B/L ON VESSEL TO VESSEL BASIS.
3. THE DOCUMENTS TO BE FORWARDED ALONG WITH L/C SHALL INCLUDE CERTIFICATE OF ANALYSIS FOR QUALITY PURPOSE, ISSUED BY INDEPENDENT SURVEYOR AT LOAD PORT ALONG WITH INITIAL DRAFT SURVEY REPORT AND FINAL DRAFT SURVEY REPORT / CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR AT LOAD PORT SHOULD BE A PART OF NEGOTIABLE DOCUMENTS BESIDES OTHER NORMAL DOCUMENTS SUCH AS B/L, COUNTRY OF ORIGIN, INVOICE, PREDISPATCH ANALYSIS REPORT FROM THIRD PARTY INSPECTION AGENCY (FOR FIRST TIME SUPPLIERS TO MMTC LIMITED) AND ACCEPTANCE TO PREDISPATCH ANALYSIS REPORT BY MMTC LIMITED (FOR FIRST TIME SUPPLIERS TO MMTC LIMITED) ETC.
4. FIRST TIME SUPPLIER WILL BE REQUIRED TO DEPOSIT DEMAND DRAFT TOWARDS L/C EXPENSES. L/C WILL BE ESTABLISHED ONLY AFTER RECEIPT OF THE DEMAND DRAFT. THIS AMOUNT WILL BE REFUNDED AFTER THE SHIPMENT IS RECEIVED AS PER THE DELIVERY SCHEDULE STIPULATED BY US.
5. IN CASE OF PAYMENT IS TO BE PAID IN INDIAN RUPEES, THE EXCHANGE RATE SHALL BE THE RBI REFERENCE RATE ON THE DUE DATE OF THE PAYMENT.

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6. SUPPLIERS ARE REQUESTED TO SUBMIT THEIR OFFER IN ONE PART ONLY, COVERING ALL THE DETAILS.

7. **SAMPLE**

YOU ARE REQUESTED TO SEND MINIMUM 500 GRAMS OF RED COLOUR MURIATE OF POTASH (MOP), DULY IDENTIFIED AND SEALED AS REPRESENTATIVE SAMPLE FOR OUR APPROVAL ALONG WITH YOUR OFFER. OFFER WITHOUT SAMPLES CAN BE REJECTED AND DECISION OF MMTC LIMITED.

8. **COUNTRY OF ORIGIN**

COUNTRY OF ORIGIN TO BE CLEARLY STATED ALONG WITH OTHER DETAILS LIKE NAME OF MANUFACTURER / PRINCIPALS AND LOCATION ETC.

10. **INSURANCE**

IN CASE OF OFFER ON CFR BASIS, BEFORE EFFECTING SHIPMENT, APPROVAL OF VESSEL FROM UNITED INDIA INSURANCE CO. LTD., 2ND FLOOR, LALITA TOWER, B/H RAILWAY STATION, DINESH MILL ROAD, VADODARA, PHONE NO. 2312868, IS ESSENTIAL FOR NON-INDIAN FLAG VESSELS. OTHERWISE EXTRA PREMIUM CHARGEABLE BY INSURANCE CO. WILL BE TO SELLER'S ACCOUNT.

AS PER THE TERMS, SUPPLIER IS REQUESTED TO TAKE APPROVAL OF VESSEL CARRYING FULL LOAD AS PER GUIDELINES GIVEN BY THE UNITED INDIA INSURANCE CO. LTD.

CONDITION OF INSURANCE SHOULD BE ICC (A)

THE VESSEL SHOULD BE PREFERABLY LESS THAN **15 YEARS** BUT POSITIVELY NOT MORE THAN **20 YEARS OLD**. OVERAGE PREMIUM, IF ANY, WILL BE ON SELLER'S ACCOUNT.

IN CASE THE ORDER IS FINALIZED ON CIF BASIS, ALL CLAIMS PERTAINING TO INSURANCE CO. WILL BE SETTLED BY SELLERS ONLY. IF NOT SETTLED BY SELLERS THROUGH INSURANCE CO., THE APPLICABLE CLAIM AMOUNT WILL BE MADE AVAILABLE TO THE RECEIVERS BY THE SELLERS.

THE VESSELS CARRYING THE CONSIGNMENT SHOULD COMPLY THE FOLLOWING CONDITIONS:

A. THE VESSEL SHOULD BE CLASSIFIED BY ANY ONE OF THE UNDERMENTIONED APPROVED CLASSIFICATION SOCIETIES:

(I) MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION

SOCIETY:

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1.	AB	AMERICAN BUREAU
2.	BV	BUREAU VERITAS
3.	CS	CHINA CLASSIFICATION SOCIETY
4.	GL	GERMANISCHER LLOYD
5.	KR	KOREAN REGISTER OF SHIPPING
6.	LR	LLOYD'S REGISTER OF SHIPPING
7.	NK	NIPPON KAIJI KYOKAL
8.	NV	NORSKE VERITAS
9.	RI	REGISTRO ITALIANO
10.	RS	MARITIME REGISTER OF RUSSIA

(II) ASSOCIATE MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETY (IACS):

1.	HV	CROATIAN REGISTER OF SHIPPING
2.	IR	INDIAN REGISTER OF SHIPPING

B. THE VESSEL SHOULD HAVE A VALID P&I COVER

C. THE VESSEL SHOULD COMPLY WITH THE ISM REGULATIONS THROUGH OUT THE VOYAGE.

11. DISCHARGE PORT

AS NOMINATED BY BUYER AT WEST COAST BASED PORT, AT MANGALORE AND KANDLA PORT AS PER DELIVERY SCHEDULE.

12. CHARTER PARTY / SHIPPING TERMS

DISCHARGE RATE WILL DEPEND UPON PORT OF DISCHARGE AND NORMALLY IT WILL BE ON PER DAY BASIS FIVE OR MORE AVAILABLE WORKABLE HATCHES AND HOOKS PRO-RATA IF LESS PER WEATHER WORKING DAY ON SHEX EIU BASIS FOR WEST COAST OF INDIA, AT MANGALORE AND KANDLA PORT.

TIME SHALL NOT COUNT BETWEEN SATURDAY 12:00 PM AND 08:00 AM ON MONDAY AND BETWEEN 05:00 PM ON LAST WORKING DAY PRECEEDING C/P OR LOCAL HOLIDAY AND 08:00 AM ON FIRST WORKING DAY THEREAFTER EVEN IF USED.

TIME SHALL BEGIN TO COUNT FROM 24 RUNNING HOURS AFTER VESSEL'S ARRIVAL WITHIN PORT LIMIT AND NOR ACCEPTED.

DURING OFFICIAL WORKING HOURS AT DISCHARGE PORT, THE NOR WILL BE ACCEPTED ONLY AFTER FREE PRATIQUE IS GRANTED BY CONCERNED AUTHORITIES.

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NO CARGO TO BE LOADED IN BETWEEN DECKS I.E. TWIN DECKS, DEEP TANK ETC. OTHERWISE HALF DISRATE WILL BE APPLICABLE ON THE QUANTITY LOADED ON DECKS.

SURF DAYS NOT TO COUNT AS WEATHER WORKING DAY. UNLESS USED AND WHEN USED ACTUAL TIME USED TO COUNT. STRIKE PERIOD IS FREE.

IN CASE OF 'TWEEN DECK' VESSEL (INCLUDING FLUSH / COLLAPSIBLE), HALF DISRATE WILL BE APPLICABLE. NO CARGO IS TO BE LOADED AT PLACES WHICH IS NOT EASILY ACCESSIBLE, OTHERWISE ADDITIONAL EXPENSES WILL BE FOR OWNERS ACCOUNT AND LAYTIME WILL BE CALCULATED AT HALF SPECIFIED RATE FOR DISCHARGING.

VESSEL SHOULD BE NOMINATED OF SDBC WITH REQUIRED SUITABLE GEARS AND GRABS FITTED AND SHOULD BE OF SEA WORTHY APPROVED BY CLASSIFIED SOCIETIES LIKE LLOYDS OR EQUIVALENT.

THE PERFORMING VESSEL TO MEET JETTY RESTRICTIONS AND PORT PARAMETERS OF DISCHARGE PORT IN THE COUNTRY OF IMPORT AND CHARTERING COST TO INCLUDE ALL EXPENSES INCLUDING LIGHTERAGE COST, SAFE BERTHING AND DISCHARGE OF CARGO AT UNLOADING PORT IN THE COUNTRY OF IMPORT.

IN CASE LIGHTERAGE IS TO BE DONE FOR REQUIRED DRAUGHT AS PER PORT RESTRICTION, THE SAME WILL BE ON SELLER / SHIPPER / SHIPOWNER'S ACCOUNT.

PORT / CUSTOMS OVERTIME TO BE BORNE BY THE OWNERS / CHARTERERS.

FOR LAY TIME CALCULATION AT THE DISCHARGE PORT, IT SHALL BE ON SHEX EIU TERMS AND THE DISCHARGE RATE IN CASE OF WEST COAST, MANGALORE AND KANDLA PORT PARAMETERS, WITH MINIMUM OF 8,000 MTS.

DESPATCH MONEY FOR EARLY DISCHARGE OF CARGO FROM THE VESSEL TO THE WHARF / PORT SHALL BE AT 50% OF DEMURRAGE RATE AND THE SAME SHALL BE SETTLED POSITIVELY WITHIN 15 DAYS FROM COMPLETION OF DISCHARGE OF THE VESSEL AND FINALISATION OF SOF BY THE SELLER TO THE BUYER BY BANK TRANSFER.

LAYTIME WILL BE STRICTLY ON ALL TIME SAVED BASIS

SUPPLIER SHOULD FIX THE VESSEL HAVING BOTH THE ANCHORS OPERATIONAL, FAILING WHICH THE PORT MAY NOT ALLOW THE SAME FOR WORKING. THIS IS IN VIEW OF PORT'S RULES.

TO SAFEGUARD MUTUAL INTEREST, CHARTERER'S AGENTS TO BE NOMINATED AT DISCHARGE PORT BY SELLER / SUPPLIER / SHIPOWNER AND SHOULD BE AS RECOMMENDED BY / ACCEPTABLE TO THE RECEIVER.

ALL OTHER SHIPPING TERMS AND CONDITIONS, WHICH ARE NOT STIPULATED HERE, WILL BE MUTUALLY AGREED AND / OR AS PER CHARTER PARTY AGREEMENT.

THE COPY OF RELEVANT CHARTER PARTY AGREEMENT SHOULD BE MADE AVAILABLE TO THE RECEIVER BEFORE ARRIVAL OF VESSEL AT DISCHARGE PORT.

13. **DRAFT SURVEY SHORTAGE**

IF EXCESSIVE SHORTAGE IS REPORTED AT DISCHARGE PORT ON ACCOUNT OF DRAFT SURVEY, THEN SELLER HAS TO PASS ON TO THE RECEIVER A REBATE TOWARDS SHORTAGE IN EXCESS OF 0.5% ON B/L QUANTITY.

14. B/L SHOULD BE ISSUED ON PART QUANTITY BASIS IN FOUR/FIVE LOT MENTIONING QUANTITY EACH OF AROUND 4/5,000 MTS AS REQUIRED BASED ON THE QUANTITY LOADED IN VESSEL COVERING FULL QUANTITY OF SHIPLOAD.

15. **DEVIATIONS IN SPECIFICATIONS**

WHENEVER ANY DEVIATION IS FOUND IN THE ANALYSIS REPORT OF MATERIAL RECEIVED WITH RESPECT TO SPECIFICATIONS HAVING BEEN ACCEPTED EITHER AT DISCHARGE PORT OR AT MMTC/ITS BUYER SITE, THE FOLLOWING METHODS WILL BE FOLLOWED TO RESOLVE THE ISSUE FOR MUTUAL SETTLEMENT.

1. SELLER WILL ARRANGE TO SEND TOTAL EIGHT (8) SEALED SAMPLES OF THE MATERIAL SHIPPED ALONG WITH MASTER OF THE VESSEL. OUT OF EIGHT SAMPLES, FOUR SAMPLES WILL BE TESTED AND REMAINING FOUR WILL BE KEPT FOR 60 DAYS FROM THE DATE OF ARRIVAL OF VESSEL FOR REFERENCE.
2. SIMILARLY, SELLER ALSO WILL KEEP FOUR (4) SEALED SAMPLES OF THE MATERIAL SHIPPED FOR 75 DAYS FOR REFERENCE.
3. SUCH SAMPLES AS MENTIONED AT SR. NO. 1 & 2 SHALL BE SENT TO THIRD PARTY INTERNATIONALLY REPUTED INSPECTION AGENCY FOR ANALYSIS WITH DUE PERMISSION OF BUYER. THE REPORTS OF THE SAME SHALL BE FINAL FOR BOTH THE PARTIES.
4. THE COST OF THE ABOVE WILL BE ON ACCOUNT OF LOSING PARTY.

16. WHILE SUBMITTING OFFER, THE BIDDER MUST INDICATE NAME AND ADDRESS OF FOREIGN SUPPLIERS/ PRINCIPALS THROUGH WHOM THE MATERIAL IS OFFERED, OTHERWISE OFFER WILL NOT BE CONSIDERED AND NO OTHER CORRESPONDENCE WILL BE ENTERTAINED. BUSINESS TRANSACTIONS THROUGH ADDITIONAL AGENCY / THIRD PARTY I.E. OTHER THAN PRINCIPALS AND THEIR AUTHORISED REPRESENTATIVE WILL NOT BE ENTERTAINED. CHANGE OF PRINCIPALS WILL NOT BE ALLOWED ONCE IT IS MENTIONED IN THE OFFER. THE BIDDER WILL/ SHALL PRODUCE EVIDENCE OF AVAILABILITY OF MATERIAL PER LETTER OF THEIR PRINCIPALS ADDRESSED TO MMTC/ ITS BUYER THAT THEY HAVE SECURED AVAILABLE CARGO FOR MMTC/ITS BUYER ALONG WITH THE OFFER. IF NOT, OFFER WILL STAND DISQUALIFIED.

17. IN CASE ANY CLAIMS ARE OUTSTANDING EITHER WITH AUTHORISED AGENCY AND / OR THEIR PRINCIPALS ARISING OUT OF EARLIER EXECUTION OF ORDERS, THE SAME MUST BE SETTLED/ CONFIRMED FIRST; OTHERWISE MMTC RESERVES THE RIGHT TO IGNORE THE OFFER OF SUCH DEFAULTER PARTY.

18. **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 RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVERNMENT (INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS), FIRES, FLOODS, EXPLOSION, EPIDEMICS, STRIKES, EMBARGOES, CLOSURE OF DISCHARGE BERTH, THEN THE DATE OF FULFILLMENT OF ENGAGEMENT SHALL BE POSTPONED DURING THE TIME WHEN SUCH CIRCUMSTANCES ARE OPERATIVE.
- II ANY WAIVER/ EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF CARGO.
- III ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO THE REASONS IN ABOVE SHALL NOT BE DEEMED TO BE WAIVER/ EXTENSION OF TIME IN RESPECT OF REMAINING DELIVERIES.
- IV IF OPERATION OF SUCH 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.
- V THE PARTY WHICH IS UNABLE TO FULFILL ITS OBLIGATION UNDER THE CONTRACT WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THESE CLAUSES SHALL INFORM THE OTHER PARTY OF THE EXISTENCE OR TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR COMPETENT AUTHORITY IN CASE OF BUYER SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.
- VI **NON AVAILABILITY OF MATERIAL WILL NOT BE AN EXCUSE TO THE SELLER FOR NOT PERFORMING THEIR OBLIGATIONS OF THE CONTRACT.**

HARDSHIP

- UNLESS OTHERWISE STIPULATED IN THE FORCE MAJEURE CLAUSES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE FOLLOWING EVENTS WHICH SHALL BE CONSTRUED AS ECONOMIC DIFFICULTIES OF THE BUYER/ SELLER.
 - CURTAILMENT OF PROCUREMENT BY BUYER DUE TO REASONS INCLUDING ECONOMIC NON-VIABILITY.
 - CURTAILMENT OF SUPPLIES BY SELLER TO INDIA AS A WHOLE DUE TO ECONOMIC NON-VIABILITY.
- THE PARTIES AGREE TO MEET AND DISCUSS THE NEW CONDITIONS TO BE ADDED TO PURCHASE AGREEMENT IF NEEDED UNDER THE CIRCUMSTANCES, INCLUDING MODIFICATIONS TO THE TERMS CONTAINED IN THE MOU/ AGREEMENT.

19. **ARBITRATION**

ALL DISPUTES ARISING UNDER THIS CONTRACT/ CHARTER PARTY SHALL BE SETTLED IN INDIA IN ACCORDANCE WITH PROVISIONS OF THE ARBITRATION & CONCILIATION ACT, 1996 (NO. 26 OF 1996), AND UNDER THE MARITIME ARBITRATION RULES OF THE INDIAN COUNCIL OF ARBITRATION. THE ARBITRATORS TO BE APPOINTED FROM OUT OF THE MARITIME PANEL OR ARBITRATORS OF THE INDIAN COUNCIL OF ARBITRATION. THE ARBITRATORS SHALL BE COMMERCIAL MEN. THE VENUE OF THE ARBITRATION SHALL BE DECIDED BY MPMC.

20. FOR ANY SUIT OR PROCEEDINGS TO ENFORCE THE RIGHTS OF EITHER BUYER OR THE SUPPLIER UNDER THE CONTRACT SHALL BE INSTITUTED IN AND TRIED ONLY BY THE COURTS IN THE CITY OF VADODARA, GUJRAT (INDIA) AND THE SUPPLIER SHALL EXPRESSLY AGREE TO SUBMIT TO THE JURIDICTION OF SUCH COURTS.

21. **DEFAULT**

IN THE EVENT OF FAILURE OF DELIVERY OF THE MATERIAL WITHIN THE TIME STIPULATED FOR DELIVERY IN THE CONTRACT IT IS AGREED THAT THE BUYER SHALL HAVE THE OPTION:

- a) TO RECOVER AS LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY FOR THE PERIOD AFTER THIS MATERIAL WAS DUE UNTIL ACTUAL DELIVERY OR UNTIL THE BUYER SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 2% OF THE CONTRACT VALUE OF THE UNDELIVERED MATERIAL FOR EACH MONTH, OR PART OF MONTH'S DELAY.
- b) TO PURCHASE FROM OTHER SOURCES WITHOUT NOTICE TO THE SELLER AT THE RISK AND ACCOUNT OF THE SELLER THE MATERIAL NOT DELIVERED OR OTHER MATERIAL OF SIMILAR DESCRIPTION (WHERE MATERIAL EXACTLY COMPLYING WITH THE PARTICULARS ARE NOT IN THE OPINION OF THE BUYER, READILY PROCURABLE, SUCH OPTION BEING FINAL) WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY.
- c) TO CANCEL THE CONTRACT OR A PORTION THERE OF AND, IF SO DESIRED, TO PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SELLER.

22. **THIRD PARTY ANALYSIS REPORT**

IN CASE REQUIRED, MPMC/ ITS BUYER WILL DESIRED TO HAVE MULTIPLE QUALITY CHECKS THROUGH REPUTED THIRD PARTY.

PLEASE SUBMIT INTERNATIONALLY APPROVED THIRD PARTY ANALYSIS REPORT OF THE MATERIAL YOU INTEND TO SUPPLY AGAINST THIS TENDER TO MPMC . THE ANALYSIS REPORT IS REQUIRED TO BE SUBMITTED WITH TECHNICAL OFFER AT 03 STAGES AS UNDER.

- A) BEFORE THE FINAL DISPATCH, A PRE-DISPATCH ANALYSIS REPORT WOULD HAVE TO BE SUBMITTED BY THE PRODUCERS TO WHOM THE TENDER HAS BEEN AWARDED. THE

ANALYSIS HAS TO BE CONDUCTED BY AN INDEPENDENT ANALYSING AGENCY I.E. 03RD PARTY WITH AN ACCEPTANCE BY MMTC/ ITS BUYER.

- B) BESIDES THIS, LOAD PORT ANALYSIS CERTIFICATE ALSO NEEDS TO BE SUBMITTED.
- C) OVER AND ABOVE THIS, MMTC/ITS BUYER MAY DEPUTE ITS REPRESENTATIVE FOR WITNESSING THE QUALITY AT THE MANUFACTURING LOCATION AND DURING INLAND TRANSPORTATION FROM ITS MANUFACTURING PLANT TO THE PORT OF LOADING AS WELL AS AT THE LOAD PORT. FOR THIS, A SEPARATE CONTRACT MAY BE ENTERED INTO BY MMTC/ ITS BUYER WITH THE INDEPENDENT ANALYSING AGENCY.

23. DELIVERY

DELIVERY OF GOODS AT DISCHARGE PORT TO BE MADE AGAINST ORIGINAL BILLS OF LADING IN THE EVENT THAT ORIGINAL BILLS OF LADING ARE NOT AVAILABLE AT THE DISCHARGE PORT UPON VESSEL'S ARRIVAL, THEN CARGO TO BE RELEASE TO B/L CONSIGNEE AGAINST LETTER OF INDEMNITY IN VESSEL OWNER'S P AND I CLUB WORDING MADE OUT IN FAVOUR OF SELLER (MIDGULF) AND TO BE COUNTER SIGNED BY CONSIGNEE ON THE BILL OF LADING. ALL TIME LOST IF SUCH LETTER OF INDEMNITY BEING PRESENTED TO SELLER TO COUNT AS DETENTION.

24. JURISDICTION

FOR ANY SUITOR PROCEEDINGS TO ENFORCE THE RIGHTS OF EITHER BUYER OR THE SUPPLIER UNDER THE CONTRACT SHALL BE INSTITUTED IN AND TRIED ONLY BY THE COURTS IN THE CITY OF VADODARA, GUJRAT (INDIA) AND THE SUPPLIER SHALL EXPRESSLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS.

- 25. IN CASE OF FAILURE OF THE SAMPLES WITH RESPECT TO FCO STANDARDS ANY STAGE OF THE MATERIAL AS ABOVE MMTC/ITS BUYER WOULD HAVE RIGHT TO REJECT THE SHIPMENT.

ANNEXURE-II
INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.
- B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.

- A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY

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ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.

- B) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
 - C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
 - D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.
 - E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.
2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM

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SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.
- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

SECTION 4 – COMPENSATION FOR DAMAGES

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.

3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

SECTION 5 – PREVIOUS TRANSGRESSION

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.

2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.

2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/VENDOR(S)/BIDDER(S)

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC

WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.

2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.

3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S) WITH CONFIDENTIALITY.

4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.

5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.

6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.

7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.

8. THE WORD “IEM” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.

2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.

2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.

3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.

4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

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.....

(FOR & ON BEHALF OF MMTC)

(OFFICE SEAL)

.....

(FOR & ON BEHALF OF BUYER/VENDOR/BIDDER)

(OFFICE SEAL)

PLACE :

DATE :

WITNESS 1 :

NAME :

ADDRESS :

WITNESS 2 :

NAME :

ADDRESS :

ANNEXURE III

BID BOND PROFORMA

(ON A STAMP PAPER OF RS. 100/- TO BE EXECUTED BY A DELHI/NEW DELHI BRANCH
OF ANY SCHEDULED BANK OF INDIA)

M/S. MMTC LTD.,
FERTILIZER DIVISION, CORE NO.1
“SCOPE COMPLEX”
7- INSTITUTIONAL AREA, LODI ROAD,
NEW DELHI-110 003. INDIA.

DEAR SIRs,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO
SUPPLY A QUANTITY OF _____ MTS OF MOP TO MMTC AND THE OFFEROR IS REQUIRED TO
SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD PMT FOR THE QUANTITY
OFFERED ALONGWITH THE OFFER AS A GUARANTEE FOR FULFILLMENT OF ALL THE TERMS AND

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CONDITIONS OF SUBSEQUENT SALE, WE (BANK WITH FULL ADDRESS) HEREBY GUARANTEE AND UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY MMTC LTD., NEW DELHI THE AMOUNT OF US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MMTC'S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: _____ FOR _____

PLACE: _____ BANK _____

ANNEXURE IV

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

NOTICE INVITING E-TENDER, NO. MPMC/FERT/MOP/2017-18/6 DATED 10.11.2017, FOR SUPPLY OF MOP IN BULK

(ON A STAMP PAPER OF APPLICABLE AMOUNT TO BE EXECUTED BY A DELHI / NEW DELHI BRANCH OF A SCHEDULED BANK OTHER THAN GRAMIN BANK OR COOPERATIVE BANK)

TO

M/S MPMC LIMITED

CORE 1, SCOPE COMPLEX

7 INSTITUTIONAL AREA

LODHI ROAD

NEW DELHI 110003 (INDIA)

DEAR SIRs,

WHEREAS, MPMC LIMITED, HAVING ITS REGISTERED OFFICE AT CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI -110 003 INDIA AND ONE OF ITS OFFICE AT _____ (HEREINAFTER CALLED "THE MPMC) HAVE ENTERED INTO CONTRACT NO. _____ DATED _____ (HEREINAFTER CALLED 'THE CONTRACT') FOR _____ WITH M/S. _____ (NAME) ADDRESS _____, (HEREINAFTER CALLED THE XX')

AND WHEREAS THE 'XX' UNDER THE CONTRACT IS REQUIRED TO FURNISH A SECURITY FOR THE PERFORMANCE OF THE CONTRACT AND MPMC HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS _____.

AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____ BANK, _____ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MPMC, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS _____ PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MPMC THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.

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WE, _____ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MMTc NOT EXCEEDING THE SUM OF US DOLLARS _____ ONLY WITHOUT ANY DEMUR, DELAY, PROTEST AND WITHOUT ANY REFERENCE OR RECOURSE TO THE 'XX' NOTWITHSTANDING ANY DISPUTE RAISED BY 'XX' IN ANY SUIT PROCEEDINGS RELATING THERE TO PENDING BEFORE ANY COURT OR TRIBUNAL OUR LIABILITY UNDER THESE PRESENTS BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT SHALL BE MADE TO THE MMTc ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US DOLLARS _____. OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL _____ (DATE).

ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITY THEREUNDER UNLESS A CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE _____ (EXPIRY DATE).

YOUR LETTER OF DEMAND IN WRITING MAY BE PRESENTED TO THE BANK BY REGISTERED POST OR IN PERSON AND THE SAME SHALL BE BINDING ON US.

THIS GUARANTEE COMES INTO FORCE FORTHWITH.

WE FURTHER AGREE THAT MMTc SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT EFFECTING IN ANY MANNER, OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE DELIVERY OR EXTEND TIME OF PERFORMANCE BY THE SAID "XX" FROM TIME TO TIME OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME, ANY OF THE POWERS EXERCISABLE BY MMTc AGAINST THE SAID "XX" AND TO FORBEAR OR ENFORCE ANY PART OF THE TERMS AND CONDITIONS RELATING TO THE SAID CONTRACT AND WE SHALL NOT BE RELIEVED FROM OUR LIABILITY BY REASON OF ANY SUCH VARIATION OR EXTENSION BEING GRANTED TO THE SAID M/S 'XX'.

THE LIABILITY OF THE BANK UNDER THIS GUARANTEE SHALL BE DISCHARGED ON RECEIPT OF US DOLLARS _____ ONLY BY MMTc.

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WE _____ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF LIMITED IN WRITING.

THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OF THE BANK OR THE SAID 'XX'.

WE HAVE THE POWER TO ISSUE THIS GUARANTEE IN YOUR FAVOUR UNDER THE CHARTER OF OUR BANK AND THE UNDERSIGNED HAVE FULL POWER TO EXECUTE THIS GUARANTEE UNDER THE POWER OF ATTORNEY GRANTED TO US BY THE BANK.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2017

YOURS FAITHFULLY

FOR AND ON BEHALF OF BANK
(ADDRESS)

(BANKERS SEAL)

ANNEXURE V

FRAUD PREVENTION POLICY

- (1) **COMMITMENTS OF THE BIDDER(S) / CONTRACTOR(S) / BUYER(S) / VENDER(S):** THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL BE BOUND TO TAKE ALL MEASURES NECESSARY TO PREVENT FRAUD AND CORRUPTION WHILE DEALING WITH MMTC. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN "FRAUD PREVENTION POLICY" OF MMTC (FULL TEXT OF WHICH IS AVAILABLE ON MMTC'S WEBSITE AT [HTTP://MMTCLIMITED.GOV.IN](http://MMTCLIMITED.GOV.IN) DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH MMTC.
- a. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM OFFER, PROMISE OR GIVE OR OTHERWISE ALLOW ANY OF MMTC'S EMPLOYEE(S) ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND, WHATSOEVER, DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
 - b. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT ENTER WITH OTHER BIDDERS INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
 - c. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF MMTC TO COMMIT ANY OFFENCE UNDER THE RELEVANT PROVISIONS OF IPC/PREVENTION OF CORRUPTION ACT; FURTHER THE BIDDER(S)/CONTRACTOR(S) / BUYER(S)/VENDER(S) WILL NOT USE IMPROPERLY OR ALLOW ANY EMPLOYEE OF MMTC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
 - d. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT INSTIGATE THIRD PERSON TO COMMIT OFFENCES/ACTIVITIES OUTLINED IN FRAUD PREVENTION POLICY OR BE AN ACCESSORY TO SUCH OFFENCES.
 - e. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) IF IN POSSESSION OF ANY INFORMATION REGARDING FRAUD/SUSPECTED FRAUD, HEREBY AGREE AND UNDERTAKE TO INFORM MMTC OF SAME WITHOUT ANY DELAY.
- (2) **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:** IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S), BEFORE AWARD OR DURING EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MMTC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MMTC, OTHER THAN TAKING RECOURSE AVAILABLE UNDER

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LAW, SHALL BE ENTITLED TO DISQUALIFY THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) FROM UNDERTAKING ANY TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) INELIGIBLE TO BE AWARDED A CONTRACT EITHER INDEFINITELY OR FOR A STATED PERIOD OF TIME.

- (3) **DAMAGES:** IF MMTC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.