

NOTICE INVITING E -TENDER NO. MMTC/FERT/2018-19/COMPLEXFERT/1 DATED 12/06/2018 FOR PROCURMENT OF AMMONIUM PHOSPHATE SULPHATE (20:20:0:13) IN BULK FROM GLOBAL SUPPLIERS

1.	COMMODITY	AMMONIUM PHOSPHATE SULPHATE (20:20:0:13) IN BULK																												
2.	QUANTITY	ONE PARCEL OF 25,000 MT +/- 10%																												
3.	DISCHARGE PORT	TUTICORIN PORT, INDIA																												
4.	SHIPMENT	VESSEL ARRIVAL AT TUTICORIN PORT SHALL BE NOT LATER THAN JULY 2018																												
5.	ORIGIN	TO BE INDICATED BY BIDDERS.																												
6.	SPECIFICATIONS	<p>SPECIFICATION AS PER INDIAN FCO</p> <p>AMMONIUM PHOSPHATE SULPHATE (20:20:0:13) PERCENT BY WEIGHT</p> <table> <tr> <td>1</td> <td>MOISTURE</td> <td>MAXIMUM</td> <td>1.0</td> </tr> <tr> <td>2</td> <td>TOTAL NITROGEN (AMMONIACAL + UREA)</td> <td>MINIMUM</td> <td>20.0</td> </tr> <tr> <td>3</td> <td>AMMONIACAL NITROGEN</td> <td>MINIMUM</td> <td>18.0</td> </tr> <tr> <td>4</td> <td>AVAILABLE PHOSPHORUS (AS P2O5)</td> <td>MINIMUM</td> <td>20.0</td> </tr> <tr> <td>5.</td> <td>WATER SOLUBLE PHOSPHORUS (AS P2O5)</td> <td>MINIMUM</td> <td>17.0</td> </tr> <tr> <td>6.</td> <td>SULPHATE SULPHUR (AS S)</td> <td>MINIMUM</td> <td>13.0</td> </tr> <tr> <td>7.</td> <td colspan="3">PARTICLE SIZE – MINIMUM 90 PER CENT OF THE MATERIAL SHALL BE RETAINED BETWEEN 1MM AND 4MM IS SIEVE.</td> </tr> </table>	1	MOISTURE	MAXIMUM	1.0	2	TOTAL NITROGEN (AMMONIACAL + UREA)	MINIMUM	20.0	3	AMMONIACAL NITROGEN	MINIMUM	18.0	4	AVAILABLE PHOSPHORUS (AS P2O5)	MINIMUM	20.0	5.	WATER SOLUBLE PHOSPHORUS (AS P2O5)	MINIMUM	17.0	6.	SULPHATE SULPHUR (AS S)	MINIMUM	13.0	7.	PARTICLE SIZE – MINIMUM 90 PER CENT OF THE MATERIAL SHALL BE RETAINED BETWEEN 1MM AND 4MM IS SIEVE.		
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7.	COLOUR	TO BE INDICATED BY SUPPLIER																												
8.	PRICE	BOTH CFR TUTICORIN AND FOB LOAD PORT PRICES ON 180 DAYS CREDIT BASIS. PLEASE NOTE THAT BOTH FOB AND CFR RATES ARE TO BE QUOTED FAILING WHICH THE OFFER IS LIABLE TO BE REJECTED. MMTC SHALL PLACE THE PURCHASE ORDER WITH BOTH FOB AND CFR OPTIONS AND RESERVE THE RIGHT TO ACCEPT EITHER THE FOB OR THE CFR OPTION.																												
9.	PAYMENT	<p>PAYMENT: PAYMENT SHALL BE ON 180TH DAY FROM BL DATE BY LC. ACCEPTANCE OF THE MATERIAL SHALL BE BASED ON SAMPLES DRAWN BY CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER.</p> <p>WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AND BY INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS.</p> <p>OFFERS WITH LESS THAN 90 DAYS CREDIT PERIOD FOR PAYMENT ARE NOT ACCEPTABLE AND LIABLE TO BE REJECTED. OFFERS WITH LESS THAN 180 DAYS CREDIT BUT WITH 90 DAYS AND ABOVE CREDIT PERIOD SHALL BE EVALUATED BY LOADING AT AN INTEREST RATE OF 14% PA.</p>																												
10.	VALIDITY	OFFER TO BE KEPT VALID TILL 1800 HOURS IST ON 6 TH JULY 2018 FOR ACCEPTANCE.																												
11.	DISCHARGE RATE	5000 MT PWWD SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE TUTICORIN PORT TRUST.																												

		<p>DEMURRAGE RATE AND DESPATCH RATE: SHALL BE INDICATED BY SELLER WHILE NOMINATING THE VESSEL. [DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE]</p> <p>DISCHARGE PORT : 1/2 SB TUTICORIN. DEVIATION WILL BE SUITABLY LOADED FOR EVALUATION.</p> <p>COST OF SHIFTING BETWEEN BERTHS INCLUDING BUNKER FUEL USED SHALL NOT BE BORNE BY MMTC AND TIME USED IN SHIFTING SHALL NOT BE COUNTED AS LAYTIME OR TIME ON DEMURRAGE.</p>
12.	EMD/BIDBOND	<p>EARNEST MONEY DEPOSIT (EMD): BIDDER SHALL SUBMIT ALONG WITH THEIR BID EARNEST MONEY DEPOSIT (EMD) AS DETAILED BELOW: EMD SHALL BE USD 1 PMT (USD ONE PER MT) FOR THE OFFERED QUANTITY. BIDDER SHALL SUBMIT EMD ALONG WITH THEIR BID. THE EMD IS EXEMPTED IN THE CASE OF:</p> <ol style="list-style-type: none"> 1. MANUFACTURERS / PRODUCERS WHO HAVE SUPPLIED A MINIMUM QUANTITY OF 22500 MT FERTILIZERS TO PSES/COOPS, IN INDIA. 2. REPUTED TRADERS WHO HAVE SUPPLIED A MINIMUM QUANTITY OF 22500 MT FERTILIZERS TO MMTC FOR AT LEAST TWO YEARS IN THE LAST FIVE YEARS. <p>NECESSARY DOCUMENTS SHALL BE PROVIDED TO PROVE THE EXEMPTION CRITERIA.</p>
12	SECURITY DEPOSIT	<p>REPUTED TRADERS WHO HAVE SUPPLIED A MINIMUM QUANTITY OF 22500 MT FERTILIZERS TO MMTC FOR AT LEAST TWO YEARS IN THE LAST FIVE YEARS. NECESSARY DOCUMENTS SHALL BE PROVIDED TO PROVE THE EXEMPTION CRITERIA.</p>
13.	GENERAL	<ol style="list-style-type: none"> A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE. B. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT. IN CASE, GRAB IS REQUIRED TO BE HIRED. THE CHARGES FOR IT SHALL BE BORNE BY SUPPLIER. C. 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. D. TERM AND CONDITIONS FOR PURCHASE (ANNEXURE IV) IS ATTACHED FOR BIDDER'S READY REFERENCE. E. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS FOR SUCH IMPORT. F. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 19.06.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE HTTPS://MMTC.ABCPROCURE.COM. BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE. G. TECHNICAL BID WILL BE OPENED AT 1130 HRS IST ON 19.06.2018 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID. H. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.

NOTE: CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTION/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 RSA APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.

ANNEXURE-I

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

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

(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,

- 1) 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)
- 2) 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 _____.
- 3) 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.
- 4) WE, _____ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MPMC 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 MPMC ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.
- 5) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US DOLLARS _____. OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL _____ (DATE).
- 6) 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).
- 7) 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.
- 8) THIS GUARANTEE COMES INTO FORCE FORTHWITH.

- 9) 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'.
- 10) THE LIABILITY OF THE BANK UNDER THIS GUARANTEE SHALL BE DISCHARGED ON RECEIPT OF US DOLLARS _____ ONLY BY MMTC.
- 11) WE _____ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF MMTC LIMITED IN WRITING.
- 12) THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OF THE BANK OR THE SAID 'XX'.
- 13) 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 _____ 2014

YOURS FAITHFULLY

FOR AND ON BEHALF OF BANK
(ADDRESS)

(BANKERS SEAL)

ANNEXURE III
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 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.

ANNEXURE IV
TERM AND CONDITIONS FOR PURCHASE

- 1) THE PURCHASE ORDER IS PLACED WITH BOTH FOB AND CFR OPTION AND MPMC RESERVES THE RIGHT TO EXERCISE THE FOB OR THE CFR OPTION ON A SHIPMENT TO SHIPMENT BASIS INCLUDING PARTIAL SHIPMENTS, IF SO AGREED BY MPMC. IN CASE OF FOB OPTION, MPMC SHALL ARRANGE FOR FIXING THE VESSEL FOR WHICH SELLER SHALL ALLOW A MINIMUM PERIOD OF THREE WEEKS AFTER CONFIRMING THE FIRM LOAD PORT LAYCAN ALONG WITH COMPLETE LOAD PORT DETAILS. IF MPMC IS NOT ABLE TO NOMINATE A SUITABLE VESSEL IN THIS PERIOD, MPMC SHALL EXERCISE CFR OPTION IMMEDIATELY ON RECEIPT OF NOC FROM TRANSCART. SELLER SHALL THEN MAKE CFR ARRANGEMENTS FOR THE AGREED LAYCAN ONLY.

- 2) SELLER SHALL FURNISH FIRM LAYCAN WELL IN ADVANCE SO THAT THE ACTIVITIES REQUIRED FOR VESSEL FIXTURE BY MPMC OR CFR ARRANGEMENTS BY SELLER ARE MADE SMOOTHLY AFTER OBTAINING NOC FROM TRANSCART. THE SELLER SHALL NOT BE ABSOLVED FROM HIS OBLIGATIONS UNDER THE CONTRACT, CITING INSUFFICIENT TIME FOR MAKING CFR ARRANGEMENTS. SHIPMENT TERMS FOR FOB CONTRACT AND THOSE FOR CFR CONTRACT SHALL BE AS GIVEN IN ANNEXURE F & G RESPECTIVELY OF THIS DOCUMENT.

- 3) TAXES AND DUTIES:

ALL LEVIES, TAXES AND DUTIES IN THE SELLER'S COUNTRY SHALL BE TO SELLER'S ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT.

- 4) SECURITY DEPOSIT:

THE SELLER SHALL FURNISH SECURITY DEPOSIT AT EQUIVALENT TO 2% OF THE TOTAL ORDER VALUE WITHIN 10 DAYS FROM THE DATE OF LETTER OF INTENT BY BANK GUARANTEE AS PER PROFORMA ATTACHED. BANK GUARANTEE SHALL BE KEPT VALID FOR A MINIMUM PERIOD OF 6 MONTHS, WITH A FURTHER CLAIM PERIOD OF 6 MONTHS. VALIDITY SHALL BE FURTHER EXTENDED ON DEMAND AS PER TERMS OF OUR BG PROFORMA.

THE SD IS EXEMPTED IN THE CASE OF: REPUTED MANUFACTURERS / PRODUCERS/TRADERS WHO HAVE SUPPLIED A MINIMUM QUANTITY OF 22500 MT FERTILIZERS TO MPMC IN THE PAST.

- 5) PAYMENT:

PAYMENT: PAYMENT SHALL BE ON 180TH DAY FROM BL DATE BY LC. ACCEPTANCE OF THE MATERIAL SHALL BE BASED ON SAMPLES DRAWN BY CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER. WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AND BY INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MPMC AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS.

- 6) L/C OPENING CHARGES AND BANK CHARGES IN INDIA SHALL BE TO MPMC'S ACCOUNT. ALL CHARGES OUTSIDE INDIA, INCLUDING CONFIRMATION CHARGES, IN CASE CONFIRMATION IS REQUIRED, WILL BE TO SELLER'S ACCOUNT. L/C WILL NORMALLY BE ESTABLISHED PRIOR TO SAILING OF THE VESSEL. MPMC'S CONFIRMATION THAT L/C HAS BEEN OPENED WILL BE DEEMED SUFFICIENT FOR THIS PURPOSE. ANY DELAY IN INTER BANK COMMUNICATION SHALL NOT BE SUFFICIENT REASON TO DELAY NOMINATION/LOADING/SAILING OF THE VESSEL.

- 7) SHIPPING DOCUMENTS:

- 8) SELLER SHALL PRESENT FOLLOWING SHIPPING DOCUMENTS FOR PAYMENT PURPOSE:

- 9) A] THREE ORIGINAL AND THREE NON-NEGOTIABLE COPIES OF CLEAN ON BOARD BILLS OF LADING MARKED FREIGHT PAID/PAYABLE BY SHIPPER AS PER CHARTER PARTY. IN CASE OF CHARTER PARTY BILLS OF LADING, IT SHOULD BEAR AN ENDORSEMENT THAT ALL THE RELEVANT TERMS AND CONDITIONS OF THE RELATIVE CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN.

THE B/LS TO SHOW:

- 1] NOTIFY BUYER
- 2] PURCHASE ORDER NUMBER 3] FREIGHT PREPAID

B] THREE SIGNED COMMERCIAL INVOICES AND THREE COPIES OF THE SAME BASED ON THE BILL OF LADING QUANTITY AND SURVEYOR'S CERTIFICATE OF ANALYSIS. THE INVOICE SHALL SHOW THE FOLLOWING:

- 1] B/L NO. AND DATE
- 2] IMPORT LICENSE - FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF FOREIGN TRADE POLICY 2015 – 20.
- 3] PURCHASE ORDER NO.

C] CERTIFICATE OF ORIGIN ISSUED BY THE CONCERNED CHAMBER OF COMMERCE.

D] CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR.

E] CERTIFICATE OF QUALITY/ANALYSIS ISSUED BY INDEPENDENT SURVEYOR.

F] A CERTIFICATE FROM THE SELLER STATING THAT FAX HAS BEEN SENT TO MMTCS UNDERWRITERS FOR INSURANCE PURPOSES.

G] A CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE GOODS SUPPLIED IS IN ACCORDANCE WITH THE RELATIVE PURCHASE ORDER.

A CERTIFICATE IN ORIGINAL FROM MMTC FOR THE ACCEPTANCE OF QUANTITY AND QUALITY BASED ON FINDINGS AT DISCHARGE PORT.

STOWAGE PLAN OF THE VESSEL.

IN CASE THE SUCCESSFUL BIDDER IS PROPOSING TO MAKE THE SALE ON HIGH SEA SALE BASIS, THE SALE SHALL COMPLY TO THE LATEST GOVERNMENT OF INDIA GUIDELINES AND SELLER SHALL PROVIDE ALL THE NECESSARY DOCUMENTS.

ALL CHARGES TOWARDS OBTAINING THE ABOVE DOCUMENTS SHALL BE TO THE ACCOUNT OF SELLER.

ROUTING OF SHIPPING DOCUMENTS SHALL BE AS FOLLOWS:

COPIES OF SHIPPING DOCUMENTS (B/L, INVOICE ETC...) SHALL BE FAXED WITHIN 2 DAYS OF LOADING/SAILING OF THE VESSEL TO:

- 10) LIQUIDATED DAMAGES:

THE AGREED SHIPMENT DATES SHALL BE FIRM AND SHALL BE TREATED AS THE ESSENCE OF THE CONTRACT. ANY DELAY IN EFFECTING THE SHIPMENT SHALL RENDER THE SELLER LIABLE FOR LIQUIDATED DAMAGES AT THE RATE OF 1/2% OF THE VALUE OF THE SHIPMENT FOR EVERY WEEK OR PART THEREOF DELAY SUBJECT TO A MAXIMUM OF 2% OF THE VALUE OF THE SHIPMENT. THIS VALUE SHALL BE EITHER FOB OR CFR AS PER THE OPTION EXERCISED BY MMTC.

- 11) FORCE MAJEURE:

IF AT ANY TIME DURING THE EXISTENCE OF THIS CONTRACT IF EITHER SELLER OR MMTC IS UNABLE TO PERFORM IN WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTIONS, SABOTAGE, QUARANTINE RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVT. [INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS], FIRES, FLOODS, EXPLOSIONS, EPIDEMICS, STRIKES, EMBARGOES, THEN THE DATE OF EXECUTION OF CONTRACT SHALL BE

RESCHEDULED AFTER CONSIDERING MMTC'S PRODUCTION REQUIREMENTS, ULLAGE, MARKET CONDITIONS, PRICES, ETC.

ANY WAIVER/EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO REASONS IN (I) ABOVE, SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF THE REMAINING DELIVERIES.

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 SELLER NOR MMTC SHALL HAVE THE RIGHT TO CLAIM DAMAGES.

THE SELLER AND/OR BUYER WHO IS UNABLE TO FULFILL THEIR OBLIGATIONS UNDER THE CONTRACT SHALL WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THIS CLAUSE INFORM THE OTHER PARTY, OF THE EXISTENCE AND TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY LOCAL CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR MMTC SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.

NON-AVAILABILITY OF MATERIAL SHALL NOT BE AN EXCUSE TO THE SELLER FOR NOT PERFORMING THEIR OBLIGATIONS UNDER THE CONTRACT.

12) DEFAULT:

IN THE EVENT OF ANY DEFAULT BY THE SELLER IN EXECUTING THE PURCHASE ORDER IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR TERMS AND CONDITIONS OF THE PURCHASE ORDER, MMTC MAY TERMINATE THE PURCHASE ORDER WITHOUT PREJUDICE TO ANY OTHER RIGHT, REMEDY OR OPTION MMTC MAY HAVE. IN THE EVENT OF SUCH TERMINATION, MMTC SHALL HAVE THE RIGHT TO PROCURE THE GOODS FROM OTHER SOURCES AT THE RISK AND COST OF THE SELLER.

13) DETERMINATION OF QUALITY AND QUANTITY:

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.

MMTC 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 MMTC 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.

IRRESPECTIVE OF WHETHER MMTC 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.

14) 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.

SAMPLE SHALL BE DRAWN BY CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER.

IN CASE THE CARGO IS NOT MEETING THE FCO SPECIFICATIONS, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST THEREOF IMMEDIATELY ON MMTC'S FIRST DEMAND FAILING WHICH PENALTY @ 18% P.A. SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.

15) WEIGHMENT:

WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS. QUANTITY DECLARED AS DAMAGED CARGO SHALL ALSO BE TREATED AS QUANTITY DELIVERED SHORT AND SHALL BE TREATED ACCORDINGLY.

16) TITLE AND RISK:

TITLE TO THE GOODS AND RISK SHALL PASS FROM SELLER TO MMTC AS PER INCOTERMS 2000, AS AMENDED FROM TIME TO TIME.

17) AMENDMENT OF THE PURCHASE ORDER:

ANY AMENDMENT OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE MADE IN WRITING WITH THE CONCURRENCE OF THE SELLER, WHERE REQUIRED.

18) LAW:

THE GOVERNING LAW FOR THIS PURCHASE ORDER SHALL BE INDIAN LAW. THE PROPER LANGUAGE OF THE PURCHASE ORDER SHALL BE ENGLISH. THE SELLER AGREES TO SUBMIT HIMSELF TO THE JURISDICTION OF INDIAN COURTS OF LAW.

SELLER WARRANTS THAT THE GOODS ARE FREE AND CLEAR OF LIENS AND ENCUMBRANCES AND THAT HE HAS GOOD AND MARKETABLE TITLE TO THE SAME.

19) ARBITRATION:

IF ANY DISPUTE (S) ARISES OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR IN RESPECT OF ANY DEFINED LEGAL RELATIONSHIP ASSOCIATED THEREWITH OR DERIVED THEREFROM, THE PARTIES AGREE TO SUBMIT THE DISPUTES TO ARBITRATION UNDER THE ICADR (INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION) ARBITRATION RULES 1996. THE AUTHORITY TO APPOINT THE ARBITRATOR SHALL BE THE INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION. THE NUMBER OF ARBITRATOR SHALL BE ONE AND THE LANGUAGE OF THE ARBITRATION PROCEEDINGS SHALL BE ENGLISH. THE PLACE OF ARBITRATION PROCEEDINGS SHALL BE ERNAKULAM IN KERALA.

20) SELLER'S INDIAN AGENT:

THE SELLER SHALL DISCLOSE THE NAME AND ADDRESS OF HIS INDIAN AGENT/REPRESENTATIVE ALONG WITH FOLLOWING INFORMATION.

INDIAN AGENT'S REGISTRATION NOS. AND THEIR PERMANENT INCOME TAX ACCOUNT NUMBER.

AMOUNT AND NATURE OF COMMISSION/REMUNERATION.

A COPY OF TERMS AND CONDITIONS OF THE APPOINTMENT OF THE INDIAN AGENT INCLUDING THE COMMISSION BEING PAID TO THEM SHALL BE FURNISHED ALONG WITH THE BID. IN CASE THE SELLER HAS NO AGENT IN INDIA, THE SELLER SHALL CERTIFY THAT THEY HAVE NO AGENTS IN INDIA AND THAT NO REMUNERATION IS TO BE PAID TO ANY INDIAN PARTY. IF THE SELLER DOES NOT INDICATE THE NAME OF HIS AGENT OR REPRESENTATIVE IN INDIA, AND THE AMOUNT OF COMMISSION PAYABLE TO HIM IN THE OFFER, IT WILL BE ASSUMED THAT NO AGENTS' COMMISSION IS INVOLVED.

MMTC SHALL DEDUCT THE INDIAN AGENT'S COMMISSION, IF APPLICABLE FROM THE VALUE OF THE SELLER'S INVOICE AND PAY TO THE INDIAN AGENT IN EQUIVALENT INDIAN RUPEES (RATE OF EXCHANGE BEING THE RATE AT WHICH PAYMENT WAS MADE TO SELLER) BY CHEQUE, AS PER THE AGREED PAYMENT TERMS. IN CASE THE INDIAN AGENTS ARE FOREIGN CONTROLLED COMPANY AS DEFINED UNDER SECTION 28 OF THE FOREIGN EXCHANGE REGULATION ACT, 1973 OR ANY OTHER ACT AS IN FORCE, CERTIFICATE/PERMISSION FROM RESERVE BANK OF INDIA/GOVERNMENT OF INDIA AS THE CASE MAY BE THAT THEY ARE ENTITLED TO DO THE AGENCY BUSINESS AND RECEIVE COMMISSION FROM BUYERS SHOULD BE ENCLOSED ALONG WITH THE BID.

THE INFORMATION REQUIRED ABOVE SHALL INCLUDE THOSE AGENTS SITUATED IN INDIA WHO HAVE SOME OTHER KIND OF COMMERCIAL RELATIONSHIPS AND MAY NOT FALL WITHIN THE USUAL DEFINITION OF AGENT. IN CASES WHERE THERE IS NO AGENT BUT THE SELLER HAS ANY INDIAN BRANCH OR SUBSIDIARY OR A FINANCIALLY INTER-LINKED CONCERN, THE SAME SHALL BE INTIMATED TO US. THIS WILL ALSO INCLUDE SUCH INDIAN AGENTS WHO ARE PAID GENERAL RETAINER FEE AND MAY NOT HAVE ANY REFERENCE TO THIS PURCHASE ORDER.

SHOULD WE SUFFER ANY LOSS OR PENALTY BECAUSE OF THE FAILURE OF THE SELLER TO DISCLOSE THE DETAILS MENTIONED ABOVE ABOUT THEIR AGENTS, BUYER SHALL HOLD THE SELLER RESPONSIBLE FOR SUCH LOSS OR PENALTY AND SHALL BE ENTITLED TO CLAIM FROM THEM DAMAGES FOR BREACH OF THE ABOVE PROVISIONS OF THE CONTRACT AND ALSO TO RESORT TO SUCH OTHER ACTION WHICH BUYER MAY CONSIDER APPROPRIATE.

THIS PURCHASE ORDER IS PLACED BY MMTC LIMITED. IT IS EXPRESSLY MADE CLEAR THAT THE GOVERNMENT OF INDIA IS NOT A PARTY TO THIS PURCHASE ORDER AND HAS NO LIABILITIES, OBLIGATIONS OR RIGHTS ON THIS ORDER.

ANNEXURE V
SHIPMENT TERMS FOR FOB CONTRACT

BUYER UNDERTAKES TO PROVIDE TRANSPORTATION FOR CARRIAGE OF THE CARGO IN BULK.

FOB TERMS BETWEEN SELLER AND THEIR SUPPLIER IF ANY SHALL NOT APPLY FOR CONTRACT ARISING OUT OF THIS ENQUIRY. IT SHALL BE AS PER MMTCS TERMS ONLY (WITH AGREED VARIATIONS). SELLER SHALL FORWARD THE FULL LOADPORT DETAILS, AS WELL AS FIRM LOADPORT LAYCAN WITH A SPREAD OF NOT LESS THAN 5 DAYS, IN CONFORMITY WITH THE PURCHASE ORDER SCHEDULES OR AS REQUIRED BY MMTCS FOR EACH SHIPMENT, IN CASE SCHEDULE IS NOT FINALISED PRIOR TO ISSUE OF PURCHASE ORDER.

MMTCS WILL CHART A SUITABLE VESSEL AND SELLER SHALL FORWARD THEIR ACCEPTANCE OF SUCH NOMINATED VESSEL WITHIN 24 HRS FROM THE NOMINATION. MMTCS RESERVES THE RIGHT TO SUBSTITUTE NAMED VESSEL AFTER GIVING PRIOR INTIMATION TO THE SELLER.

THE VESSEL SHALL REPORT TO THE SELLER OR SELLER'S AGENTS AT THE LOADPORT AND PRESENT HERSELF FOR LOADING THE CARGO AS PER LOADPORT TERMS AND CONDITIONS AS INCORPORATED IN THE CHARTER PARTY.

INSURANCE:

BUYER SHALL ARRANGE TO INSURE THE CARGO. ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOADPORT, ETA TUTICORIN SHALL BE FAXED TO THE BUYER AND UNDERWRITERS, DETAILS TO BE INTIMATED LATER.

ALL CLAIMS AT THE LOADPORT LIKE DEMURRAGE, DESPATCH, DEAD FREIGHT, ETC, SHALL BE SETTLED DIRECTLY BETWEEN THE SELLER AND THE VESSEL OWNER. SUITABLE PROVISION SHALL BE MADE TO THIS EFFECT IN THE CHARTER PARTY. MMTCS SHALL RENDER ASSISTANCE, IF REQUIRED, TO THE SELLER/OWNER IN SETTLING SUCH CLAIMS.

SELLER SHALL BE LIABLE FOR ANY DEMURRAGE INCURRED AT THE LOAD PORT ON ACCOUNT OF ANY DELAY IN LOADING OUTSIDE THE PERMISSIBLE LAYTIME. ANY DELAY DUE TO THE VESSEL'S CONDITION OR BREAKDOWN OR INABILITY OF THE VESSEL'S FACILITY TO LOAD CARGO WITHIN THE TIME ALLOWED, SHALL NOT COUNT AS USED LAYTIME. IF CARGO IS NOT AVAILABLE AFTER SHIP HAS ARRIVED IN THE PORT OF LOADING ACCORDING TO SCHEDULE, THE TENDERER SHALL BE RESPONSIBLE FOR THE COSTS AND DEMURRAGE OF THE VESSEL, AND DEAD FREIGHT, IF ANY DUE TO INCOMPLETE LOADING BECAUSE OF THE UN-READINESS OF EITHER PART OR WHOLE OF THE GOODS WHEN THE VESSEL HAS BEEN IN PORT AT DUE TIME, AND THE NOTICE OF READINESS HAS BEEN SERVED AND ACCEPTED.

PORT CHARGES, QUAY DUES AND SIMILAR DUES ON SHIP TO OWNER'S ACCOUNT. SUPPLIER TO PAY ALL DUES, TAXES AND DUTIES ON THE CARGO IN THE COUNTRY OF ORIGIN.

THE CARGO SHALL BE LOADED BY SUPPLIER / SHIPPER FREE OF EXPENSES AND RISK TO THE VESSEL BUT UNDER THE SUPERVISION OF MASTER.

ALL OTHER TERMS AND CONDITIONS NOT INDICATED IN THESE SHIPMENT TERMS SHALL BE AS PER THE TERMS AND CONDITIONS OF THE ORDER AND THE RELEVANT CHARTER PARTY.

ANNEXURE VI
SHIPMENT TERMS FOR CFR CONTRACT

1 BUYER CAN DECLARE CFR OPTION ONLY AFTER GETTING NOC FROM TRANSCART, MINISTRY OF SURFACE TRANSPORT, NEW DELHI. SELLER SHALL PROVIDE AT HIS OWN EXPENSE PROPER TRANSPORTATION FOR CARRIAGE OF THE CARGO IN TRANSIT SUBJECT TO GOVERNMENT OF INDIA POLICY DIRECTIVES IN THIS REGARD. INDIAN FLAG VESSELS TO BE ACCORDED FIRST RIGHT TO REFUSAL. SELLER SHALL FORWARD C/P ON FINALISATION OF VESSEL. FREIGHT SHALL BE PRE-PAID.

2. VESSEL NOMINATED SHALL CONFORM TO ISM CODE/GRAIN CODE FOR SAFE OPERATIONS AND POLLUTION PREVENTION AND OTHER STATUTORY REQUIREMENTS OF INDIAN/INTERNATIONAL MARITIME AUTHORITIES, APPLICABLE FOR CARRIAGE OF FERTILISER AS RELEVANT. THE NECESSARY CLEARANCE FROM PORT AUTHORITIES ON ACCOUNT OF AGE/CLASS/FLAG TO BE OBTAINED BY SUPPLIERS/VESSEL OWNERS. NON-COMPLIANCE OR LACK OF NECESSARY SUPPORTING DOCUMENTS TO SHOW COMPLIANCE WITH THE ABOVE AND CONSEQUENT DAMAGES, IF ANY, SHALL BE TO SELLER'S ACCOUNT.

AS PER SHIPPING DEVELOPMENT CIRCULAR ISSUED BY DG SHIPPING, CARGO VESSELS VISITING AN INDIAN PORT ON THE WEST COAST OR PLYING IN THE INDIAN TERRITORIAL WATERS IN THE ARABIAN SEA OR THE INDIAN EEZ DURING THE PERIOD OF FOUL WEATHER (BEING 1ST JUNE TO 31ST AUGUST), SHALL BE LESS THAN 25 YEARS OF AGE. 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.

DISCHARGE RATE : 5000 MT PWWD SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE TUTICORIN PORT TRUST.

DEMURRAGE RATE AND DESPATCH RATE: SHALL BE INDICATED BY SELLER WHILE NOMINATING THE VESSEL. [DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE]

DISCHARGE PORT : 1/2 SB TUTICORIN. DEVIATION WILL BE SUITABLY LOADED FOR EVALUATION. COST OF SHIFTING BETWEEN BERTHS INCLUDING BUNKER FUEL USED SHALL NOT BE BORNE BY BUYER AND TIME USED IN SHIFTING SHALL NOT BE COUNTED AS LAYTIME OR TIME ON DEMURRAGE.

ARRIVAL DRAFT AT TUTICORIN: NOT TO EXCEED 10.7 METER.

IN CASE ARRIVAL DRAFT EXCEEDS PERMISSIBLE DRAFT, LIGHTENING TO BE ARRANGED BY SELLER AT THEIR OWN RISK AND COST INCLUDING TIME LOST. IT SHALL BE SELLER'S RESPONSIBILITY TO ENSURE THAT THE VESSEL ARRIVES WITH THE PERMISSIBLE/AVAILABLE DRAFT AT TUTICORIN WHICHEVER IS LESS.

THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEAR FOR DISCHARGING AS ALSO LIGHTS FOR NIGHT WORK ON BOARD. SELLERS SHALL ALLOW FREE USE OF GEAR, WINCHES AND DERRICKS. IF ALL GEAR'S ARE NOT AVAILABLE, DISCHARGE RATE TO BE REDUCED PROPORTIONATELY.

COST OF OPENING AND CLOSING OF HATCHES SHALL BE TO SHIP OWNERS / SUPPLIER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAY TIME.

OVERTIME TO THE ACCOUNT OF PARTY ORDERING THE SAME. OFFICERS / CREWS OVERTIME TO BE ALWAYS FOR SUPPLIER'S / SHIP OWNER S ACCOUNT.

TIME CONSUMED BY THE VESSEL IN MOVING FROM THE DISCHARGE PORT / ANCHORAGE TO ANCHORAGE / DISCHARGING BERTH WILL NOT COUNT AS LAY TIME.

ALL EXPENSES AND COSTS ARISING FROM THE FAILURE OF THE MACHINES/EQUIPMENTS OF THE VESSEL, OR IF THE VESSEL IS PULLED OUT FROM THE BERTH ON ACCOUNT OF SAFETY REASONS BY THE PORT TO BE ON THE ACCOUNT OF SELLERS.

THE FOLLOWING VESSEL DETAILS SHALL BE FURNISHED BY SELLER WHILE NOMINATING VESSEL

- I] FLAG
- II] CLASSIFICATION
- III] YEAR OF BUILT
- IV] GRT/NRT, LOA & DRAFT
- V] REGISTERED OWNERS
- VI] OPERATORS
- VII] CHARTERERS
- VIII] P&I CLUB
- IX] HULL U/W & TERMS OF COVER
- X] PARTICULARS OF PERFORMANCE OF VESSEL'S LAST 2 VOYAGES.
- XI] AGENTS AT LOAD PORT AND DISCHARGE PORT.
- XII] DEMURRAGE AND DESPATCH RATES.

EXPECTED LOADING DAYS AND ARRIVAL DATE AT TUTICORIN SHALL BE INTIMATED TO MMTC FOR EACH SHIPMENT WHILE NOMINATING THE VESSEL IN CONFORMITY WITH THE PURCHASE ORDER.

INSURANCE:

THE VESSEL CHARTERED BY SELLER SHALL NOT BE MORE THAN 15 [FIFTEEN] YEARS IN AGE AND SHALL BE OF THE HIGHEST LLOYD'S OR EQUIVALENT CLASSIFICATION, FAILING WHICH SELLER SHALL BE LIABLE FOR ANY ADDITIONAL INSURANCE PREMIUM PAID OR PAYABLE BY US. ANY EXTRA INSURANCE AND CUSTOMS DUTY THEREON DUE TO AGE/CLASS/FLAG/GIC NON-APPROVAL OF VESSEL SHALL BE TO SELLER'S ACCOUNT. SAME SHALL BE DEDUCTED FROM THE SELLER'S BILLS. WAR RISK PREMIUM FOR VESSEL AND CREW BONUS, IF ANY PAYABLE TO VESSEL OWNERS AS PER C/P FOR CALLING AT NOMINATED LOAD PORT IS TO BE BORNE BY SELLER.

ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOAD PORT, ETA TUTICORIN AND VALUE SHALL BE FAXED TO MMTC AND MMTC'S UNDER WRITERS, DETAILS WILL BE INTIMATED LATER.

SELLER SHALL OBTAIN, FROM THE CARRIER AT HIS OWN EXPENSE ON BOARD SHIPPED, OCEAN BILL OF LADING, CLEAN AND TRANSFERABLE IN THE NAME OF MMTC DEALING ONLY WITH THE CARGO AS PER THE PURCHASE ORDER TO TUTICORIN, INDIA AND COURIER THE COPIES OF THE SHIPPING DOCUMENTS.

THE SAILING PROGRESS OF VESSEL SHALL BE REPORTED TO MMTC AT LEAST 72 HOURS BEFORE ARRIVAL, STATING THE ANTICIPATED HOUR OF ARRIVAL. SIMILAR NOTICE SHALL BE GIVEN AT LEAST 48 HOURS, 36 HOURS AND 24 HOURS IN ADVANCE OF THE ETA OF VESSEL AND THEREAFTER ANY CHANGE EVERY 1 HOUR.

LAYTIME: BASED ON DISCHARGE RATE OF 5000 MT PWWD SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE TUTICORIN PORT TRUST.

N.O.R. TIME: NOR SHALL BE TENDERED DURING OFFICIAL WORKING HOURS ONLY, I.E. BETWEEN 09:30 HRS TO 17:00 HRS FROM MONDAY TO FRIDAY AND 09:30 HRS TO 12:00 HRS ON SATURDAY.

LAYTIME SHALL COMMENCE ONLY 24 HOURS AFTER THE RECEIPT AND ACCEPTANCE OF NOTICE OF READINESS [N.O.R.] AS ABOVE AND SHALL END ON COMPLETION OF DISCHARGE.

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.

IF THE PORT AUTHORITIES PROHIBIT DISCHARGING DURING NIGHT TIME, TIME SO LOST SHALL NOT COUNT AS USED LAYTIME.

BERTHING DELAY ON ACCOUNT OF ANY REASON OVER WHICH MPMC HAS NO CONTROL INCLUDING BUT NOT LIMITED TO TIDE NOT BEING AVAILABLE OR OTHER SUCH NATURAL CAUSES, VESSEL MISSING THE LAST PILOT OF THE DAY, ETC., SHALL NOT BE INCLUDED IN LAYTIME.

ANY DELAY IN COMMENCING DISCHARGE ON ACCOUNT OF DELAY IN OBTAINING THE FREE PRATIQUE CUSTOMS CLEARANCE, IMMIGRATION, ETC., BY THE VESSEL'S AGENTS AND ANY PORT CHARGES ON THIS ACCOUNT SHALL NOT BE TO MPMC'S ACCOUNT.

IF THE VESSEL IS UNABLE TO COMPLETE UNLOADING WITHIN THE ALLOWABLE LAYTIME, DUE TO ANY CAUSE ATTRIBUTABLE TO MPMC, MPMC SHALL PAY TO SELLER DEMURRAGE AT THE RATE AGREED TO OR AS PER C/P WHICHEVER IS LOWER. DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE. DEMURRAGE/DESPATCH SHALL BE SETTLED WITHIN 30 DAYS OF MUTUAL ACCEPTANCE OF LAYTIME STATEMENT.

IF, HOWEVER, DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY ANY REASON OVER WHICH MPMC HAVE NO CONTROL INCLUDING BUT NOT LIMITED TO FIRE, EXPLOSION, STORM OR BY STRIKE, LOCKOUT STOPPAGE OR RESTRAINT OF LABOUR BY BREAKDOWN OF MACHINERY OR EQUIPMENT IN OR ABOUT THE PLANT/UNLOADING FACILITIES OF MPMC OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE SHALL BE PAYABLE.

MPMC SHALL NOT BE LIABLE FOR ANY DEMURRAGE IN THE EVENT OF THE VESSEL COMING PRIOR TO OR AFTER THE LAYDAYS STIPULATED BY MPMC. IN CASE OF EARLY ARRIVAL, VESSEL SHALL BE DEEMED TO HAVE GIVEN NOR AT 9:30 HRS ON THE FIRST WORKING DAY OF THE LAYDAYS GIVEN BY MPMC.

AT DISCHARGE PORT, DUES ON VESSEL SHALL BE FOR THE SELLER'S ACCOUNT, BUT DUES ON CARGO INCLUDING IMPORT DUTIES, TAXES AND CUSTOMS DUTIES SHALL BE TO MPMC'S ACCOUNT.

IN CASE DOCUMENTS ARE NOT MADE AVAILABLE TO MPMC PRIOR TO ARRIVAL OF VESSEL, DELIVERY ORDER SHALL BE ISSUED BY SELLER'S/VESSEL OWNER'S AGENTS TO MPMC'S REPRESENTATIVES AT TUTICORIN AGAINST ORDINARY LETTER OF INDEMNITY ISSUED BY MPMC. FREIGHT TO BE PRE-PAID. ANY DELAY, DAMAGES OR COSTS IN OBTAINING THE DELIVERY ORDER FOR DISCHARGING THE CARGO FROM VESSEL OWNERS/AGENTS ON ACCOUNT OF NON-SETTLEMENT OF DUES TO OWNERS/PORT BY SELLER/SELLER'S AGENTS OR FOR ANY REASON NOT ATTRIBUTABLE TO MPMC SHALL BE TO SELLER'S ACCOUNT.

CONSIGNEE:

TO BE ORDER

NOTIFY PARTY:

MPMC LIMITED, FERTILIZER DIVISION, SCOPE COMPLEX, NEW DELHI 110003

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VESSEL/CREW SHALL COMPLY WITH ALL RULES AND REGULATIONS OF TUTICORIN PORT TRUST.

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER RELEVANT CHARTER PARTY. THE PROVISIONS STIPULATED IN THIS PURCHASE ORDER SHALL HOWEVER SUPERCEDE THOSE OF THE CHARTER PARTY WHEREVER THEY ARE FOUND TO BE AT VARIANCE TO EACH OTHER.
