

NOTICE INVITING TENDER NO. MPMC/FERT/COMP FERT/2017-18/02 DATED 28.04.2017 FOR
SUPPLY OF COMPLEX Fertilizer (12:32:16)

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

NOTICE INVITING TENDER NO. MPMC/FERT/COMP FERT/2017-18/02 DATED 28.04.2017 FOR
SUPPLY OF COMPLEX Fertilizer (12:32:16)

1	COMMODITY	COMPLEX FERTILIZERS – 12:32:16 IN LOOSE BULK																																				
2	SPECIFICATION	<p>AS PER INDIAN FERTILIZER (CONTROL) AMENDMENT ORDER, 2017:</p> <table border="1"> <thead> <tr> <th>Sr</th> <th>Product 12:32:16</th> <th colspan="2">%age by Weight</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Moisture</td> <td>Maximum</td> <td>1.0</td> </tr> <tr> <td>2</td> <td>Total Nitrogen</td> <td>Minimum</td> <td>12.0</td> </tr> <tr> <td>3</td> <td>Ammonical Nitrogen</td> <td>Minimum</td> <td>9.0</td> </tr> <tr> <td>4</td> <td>Nitrogen in form of Urea</td> <td>Maximum</td> <td>3.0</td> </tr> <tr> <td>5</td> <td>Neutral Ammonium Citrate soluble phosphate (as P₂O₅)</td> <td>Minimum</td> <td>32.0</td> </tr> <tr> <td>6</td> <td>Water soluble Potash(as K₂O)</td> <td>Minimum</td> <td>16.0</td> </tr> <tr> <td>7</td> <td>Water soluable phosphate (as P₂O₅)</td> <td>Minimum</td> <td>27.2</td> </tr> <tr> <td>8</td> <td colspan="3">Particle Size- Particle size of the material will be such that 90% of the material will be between 1mm and 4mm IS sieve and not more than 5% will be below 1mm size</td> </tr> </tbody> </table> <p>THE PRODUCT N:P:K=12:32:16 OFFERED IN THIS TENDER MUST BE MANUFACTURED THROUGH CHEMICAL PRODUCTION PROCESS WITH THE RAW MATERIALS SULPHURIC ACID, PHOSPHORIC ACID & AMMONIA. A PROCESS FLOWCHART IN SUPPORT OF THE ABOVE MENTIONED PRODUCTION PROCESS MUST BE UPLOADED ON THE E-TENDER WEBSITE ALONG WITH OTHER TECHNICAL BID DOCUMENTS.</p> <p>IN CASE THE UPLOADED PRODUCTION FLOWCHART DOES NOT CONFORM TO MPMC LTD.'S REQUIREMENT AS ABOVE, MPMC LTD. RESERVES THE RIGHT TO REJECT ANY OF THE BIDS, WITHOUT ASSIGNING ANY REASON(S) WHATSOEVER.</p> <p>IN CASE THE CARGO IS DECLARED AS NON-STANDARD BY CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE (CFQC&TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABS AT DISCHARGE PORT, FOR DEFICIENCY IN NUTRIENTS, MOISTURE OR PARTICLE SIZE BEYOND THE LIMIT SPECIFIED IN FERTILIZER (CONTROL) AMENDMENT ORDER, 2017 WITH LATEST AMENDMENTS, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND THE LANDED COST OF CARGO FOUND NON-STANDARD/ SUB-STANDARD AS WELL AS ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST OR ANY LOSS THEREOF, IMMEDIATELY ON MPMC LTD.'S FIRST DEMAND, WITH VALUE DATE BEING THE DATE OF INITIAL PAYMENT TO THE SUPPLIER, FAILING WHICH PENALTY AT 18% PER ANNUM SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p>	Sr	Product 12:32:16	%age by Weight		1	Moisture	Maximum	1.0	2	Total Nitrogen	Minimum	12.0	3	Ammonical Nitrogen	Minimum	9.0	4	Nitrogen in form of Urea	Maximum	3.0	5	Neutral Ammonium Citrate soluble phosphate (as P ₂ O ₅)	Minimum	32.0	6	Water soluble Potash(as K ₂ O)	Minimum	16.0	7	Water soluable phosphate (as P ₂ O ₅)	Minimum	27.2	8	Particle Size- Particle size of the material will be such that 90% of the material will be between 1mm and 4mm IS sieve and not more than 5% will be below 1mm size		
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3	TENDER QUANTITY	<p>90,000 MT (+/-10%) FOR NPK (12:32:16) SUBJECT TO: THE QUANTITY MENTIONED IS INDICATIVE AND WILL BE MUTUALLY AGREED TO BY MPMC AND TENDERER. HOWEVER, MPMC LTD. RESERVES THE RIGHT TO ORDER PART QUANTITY AT ITS SOLE DISCRETION. THE QUANTITY SPECIFIED THEREIN ARE TENTATIVE THE PRODUCT WILL BE SHIPPED TO DESIGNATED DISCHARGE PORT AT MPMC'S OPTION. HOWEVER, MPMC RESERVES THE RIGHT TO CHANGE THE DISCHARGE PORT PRIOR TO SHIPMENT. THE QUANTITY INDICATED ABOVE IS DEPENDENT ON NORMAL RAINFALL AND CROP SEASON AND CIRCUMSTANCES. HOWEVER, IN CASE OF ANY ADVERSE CLIMATIC CONDITIONS, ADVERSE MARKET CONDITION, ECONOMIC NON-VIABILITY, THE QUANTITY MAY BE REDUCED, WHICH WILL BE INTIMATED SEPARATELY. SHIPMENT OF THE PRODUCT SHALL BE EFFECTED WITHIN A PERIOD AS MENTIONED IN NIT. DELIVERY ORDER WILL HOWEVER BE GIVEN SUBSEQUENTLY. SHOULD MPMC RELINQUISH OWNERSHIP OF THE BUSINESS, WHETHER BY SALE, CESSATION, FUSION OR ANY OTHER CAUSE, OUTSTANDING QUANTITIES REMAINING TO BE DELIVERED UNDER THIS CONTRACT, SHALL IP SO FACTO BE TAKEN BY OR TRANSFERRED TO NEW OWNERS OR SUCCESSORS. NEVERTHELESS, TENDERER RESERVES THE RIGHT IN THIS EVENT TO CANCEL SUCH QUANTITIES: THE CANCELLATION NOT GIVING RISE TO ANY RIGHT TO INDEMNIFY.</p>
4	EARNEST MONEY DEPOSIT	<p>TENDERERS SHALL FURNISH EMDIT AS PER THE CATEGORY TO WHICH THEY BELONG AS UNDER:</p> <ul style="list-style-type: none"> a) CATEGORY I (REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT/MTPL 100% SUBSIDIARY OF MPMC)- NIL b) CATEGORY II (TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST THREE YEARS DURING THE PAST FIVE YEARS.)- USD 1.00 PMT OR EUQIVALENT INDIAN RS. 60,00,000/ c) CATEGORY III (TENDERERS OTHER THAN MENTIONED IN A) AND B) ABOVE.)- USD 1.00 PMT OR EUQIVALENT INDIAN RS. 60,00,000/ <p>EARNEST MONEY DEPOSIT FOR THE QUANTITY OFFERED SHALL BE FURNISHED BY MEANS OF ACCOUNT PAYEE DEMAND DRAFT ISSUED BY ANY INDIAN NATIONALIZED BANK OR SCHEDULED BANK IN NEW DELHI, INIDA IN FAVOUR OF "MPMC LTD., PAYABLE AT DELHI OR THROUGH A BID BOND, IN ORIGINAL, AS PER THE PRESCRIBED PROFORMA AT ANNEXURE-I VALID FOR FOUR MONTHS FROM THE DATE OF CLOSING OF TENDER. OFFERS WITHOUT EARNEST MONEY / VALID BID BOND, IN ORIGINAL, SHALL BE REJECTED. EMD WILL NOT CARRY ANY INTEREST.</p> <p>FORFEITURE OF EARNEST MONEY DEPOSIT: IF, FOR ANY REASON WHATSOEVER, ANY TENDERER</p>

NOTICE INVITING TENDER NO. MMTC/FERT/COMP FERT/2017-18/02 DATED 28.04.2017 FOR SUPPLY OF COMPLEX Fertilizer (12:32:16)

		WITHDRAWS HIS TENDER AT ANY TIME PRIOR TO THE EXPIRY OF THE VALIDITY PERIOD OR AFTER ISSUE OF LETTER OF INTENT / PURCHASE ORDER OR FAILS TO EXECUTE THE ORDER OR TO FURNISH THE PRESCRIBED PERFORMANCE GUARANTEE WITHIN STIPULATED PERIOD FOR FAITHFUL PERFORMANCE OF THE CONTRACT, THE AMOUNT OF EMD SHALL BE FORFEITED.
5	PERFORMANCE GUARANTEE BOND	<p>CATEGORY (I) 1% OF CONTRACT VALUE CATEGORY (II) 3% OF CONTRACT VALUE CATEGORY (III) 5% OF CONTRACT VALUE MTPL IS EXEMPTED FROM SUBMITTING PERFORMANCE GUARANTEE BOND.</p> <p>IN THE EVENT OF OFFER BEING ACCEPTED, THE TENDERER SHALL FURNISH TO MMTC LTD.. WITHIN 10 DAYS OF ISSUING LETTER OF INTENT (LOI) / PURCHASE ORDER (PO), A PERFORMANCE GUARANTEE IN THE PRESCRIBED PROFORMA ATTACHED AS ANNEXURE-II THROUGH ANY INDIAN NATIONALIZED BANK OR SCHEDULED BANK IN NEW DELHI, INDIA</p> <p>THE PERFORMANCE GUARANTEE BOND SHALL BE AS PER CATEGORY TO WHICH THE TENDERER BELONGSVE AND SHALL BE PROVIDED AT THE RATES INDICATED ABOVE THE PERFORMANCE GUARANTEE BOND SHALL BE KEPT VALID TILL 120 DAYS OF COMPLETION OF DISCHARGE OF THE LAST SHIPMENT UNDER THE CONTRACT IN CASE OF SUPPLIERS AT CATEGORY-I & II. IN CASE OF CATEGORY – III PERFORMANCE GUARANTEE BOND SHALL BE KEPT VALID TILL 120 DAYS OF COMPLETION OF DISCHARGE OF THE LAST SHIPMENT UNDER THE CONTRACT.</p> <p>THE PG BOND SHALL COVER THE PERFORMANCE OF THE CONTRACT, QUANTITY SHORT LANDED INCLUDING THE EQUIVALENT AMOUNT OF CUSTOM DUTY AND CVD DEPOSITED ON QUANTITY SHORT LANDED (RECOVERABLE), QUALITY PENALTIES BASED ON DISCHARGE PORT RESULTS, LOAD PORT/DISCHARGE PORT DISPATCH MONEY/ DEMURRAGE, ETC. RELATED TO PERFORMANCE OF THE CONTRACT. THE PERFORMANCE GUARANTEE BOND SHALL NOT BE RELEASED TILL SUPPLIER HAS SETTLED ALL CLAIMS UNDER THE CONTRACT</p> <p>IF, FOR ANY REASON WHATSOEVER, SUPPLIER HAS COMMITTED BREACH OF THE TERM(S) AND/OR CONDITION(S) CONTAINED IN THE PURCHASE ORDER AND/OR FAILED TO COMPLY WITH THE TERMS AND CONDITIONS AS STIPULATED IN THE PURCHASE ORDER OR AMENDMENT(S) THERETO, THE PERFORMANCE GUARANTEE BOND SHALL BE INVOKED.</p>
6	LAST DATE OF RECEIPT OF BIDS	04.05.2017 AT 1400 HRS IST
7	BID OPENING DATE	04.05.2017 AT 1430 HRS IST
8	PLACE OF OPENING	MMTC LIMITED, FERTILIZER DIVISION, 2 ND FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI, 110003
9	VALIDITY OF OFFER	OFFERS SHALL BE VALID FOR A PERIOD OF 25 DAYS FROM THE DUE DATE OF TENDER OPENING AND SHALL NOT BE WITHDRAWN BY THE PARTY DURING ITS VALIDITY.

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10	DISCHARGE PORT	KANDLA
11.	DISCHARGE RATE	8000 MT PWWD SHEX EIU BASIS 4 OR MORE AVAILABLE/WORKABLE HOLDS/HATCHES, PRORATA IF LESS.
12	SHIPMENT PERIOD	YEARLY QUANTITY AND SHIPMENT SCHEDULE AS PER ANNEXURE V
13	ANALYSIS AND SAMPLING	SAMPLES FOR DETERMINING THE QUALITY OF CARGO AT THE PORT OF DISCHARGE SHALL BE DRAWN BY CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE (CFQC&TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABS AT DISCHARGE PORT IN INDIA. THE SAMPLING AND ANALYSIS SHALL BE AS PER THE PROCEDURES PRESCRIBED IN INDIAN F(C)O. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON THE BOTH THE PARTIES.
15	WEIGHMENT	WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MPMC/ITS BUYER AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFT SURVEY, WHICHEVER IS LESS. QUANTITY DECLARED AS DAMAGED CARGO SHALL ALSO BE TREATED AS QUANTITY DELIVERED SHORT AND SHALL BE TREATED ACCORDINGLY. THE PAYMENT FOR SHORTAGE IN QUANTITY INCLUDING DAMAGED CARGO , AS REVEALED BY THE DRAFT SURVEY AT DISCHARGE PORT VIS-À-VIS THE BILL OF LANDING QUANTITY WOULD BE RECOVERED INCLUDING THE CUSTOM DUTY AND OTHER DUTIES PAID ON SUCH QUANTITY. THE CLAIM, IF ANY, ON THE BASIS OF FINDINGS AT DISCHARGE PORT WILL BE LODGED ON SELLER WITHIN 120 DAYS FROM DATE OF COMPLETION OF DISCHARGE OF THE CARGO. THE SELLER SHALL MAKE GOOD SUCH CLAIM MADE BY BUYER DIRECTLY WITHIN 15 DAYS OF LODGING OF CLAIM BY BUYER, ELSE THE BUYER SHALL BE ENTITLED TO RECOVER SUCH CLAIM BY ALL LEGAL MEANS INCLUDING INVOCATION OF PERFORMANCE BANK GUARANTEE.
16	PRICE	<ol style="list-style-type: none"> 1. SUPPLIERS SHALL QUOTE RATE IN US \$ PER MT ON BOTH CIF BASIS AND FOB BASIS FOR THE DESIGNATED DISCHARGE PORT. 2. THE PRICE SHOULD BE INCLUSIVE OF AGENCY COMMISSION, IF ANY, AND SHOULD BE INDICATED IN PRICE BID PERFORMA. 3. THE PRICE SHOULD BE QUOTED FOR PAYMENT BY LETTER OF CREDIT (L/C) AGAINST PRESENTATION OF SHIPPING DOCUMENTS. 4. TAXES AND DUTIES, IF ANY, PAYABLE OUTSIDE INDIA SHALL BE TO SUPPLIER'S ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT.
17	PAYMENT TERMS	WITHOUT PREJUDICE TO BUYER'S RIGHT TO DAMAGE UNDER THE

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		<p>TERMS OF THE CONTRACT, PAYMENT LESS AGENCY COMMISSION, IF ANY, WILL MADE THROUGH IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT (L/C) SHALL NOT BE TRANSFERABLE, DIVISIBLE AND ASSIGNABLE. THE L/C SHALL BE OPENED ON RECEIPT OF PERFORMANCE GUARANTEE BOND.</p> <p>THE CHARGES FOR ESTABLISHING L/C AND BANK CHARGES IN INDIA SHALL BE BORNE BY MPMC. ALL BANK CHARGES OUTSIDE INDIA AND THE L/C CONFIRMATION CHARGES WILL BE TO THE ACCOUNT OF SUPPLIER. THE L/C EXTENSION AND AMENDMENT CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/AMENDMENTS.</p> <p>PAYMENT AGAINST L/C SHALL BE MADE ON NEGOTIATION OF DOCUMENTS THROUGH BANK IN INDIA OR AFTER 90 DAYS FROM BILL OF LADING DATE, AS THE CASE MAY BE, ON PRESENTATION OF FOLLOWING DOCUMENTS,</p> <ol style="list-style-type: none"> i) CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONG WITH FOUR COPIES. ii) NEGOTIABLE CLEAN BILL OF LADING AND THREE NON-NEGOTIABLE COPIES. CHARTER PARTY (C/P) BILL OF LADING (B/L) ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF RELEVANT C/P ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN. iii) CERTIFICATE OF QUALITY (ANALYSIS REPORT) FROM INDEPENDENT INSPECTION AGENCY IN TRIPLICATE. iv) CERTIFICATE OF WEIGHT AND DRAFT SURVEY REPORT FROM INDEPENDENT SURVEYOR IN TRIPLICATE. v) COPY OF FAX/EMAIL FROM SUPPLIER SENT TO MANAGER(FERT.), MPMC) WITHIN 24 HOURS OF SAILING OF EACH VESSEL, STATING NAME OF VESSEL, QUANTITY LOADED AND DATE OF SAILING OF SHIP AND ETA AT DESIGNATED DISCHARGE PORT. vi) CERTIFICATE OF ORIGIN ISSUED BY LOCAL CHAMBER OF COMMERCE / INDUSTRY, IN TRIPLICATE. vii) CERTIFICATE FROM THE SUPPLIER THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT ARE CORRECT AS TO QUANTITY, QUALITY, RATE, TOTAL VALUE AND THAT THE PAYMENT IS DUE IN ACCORDANCE WITH THE TERMS OF CONTRACT AT THE TIME OF PRESENTATION. viii) SUPPLIER'S CERTIFICATE TO THE EFFECT THAT TWO NEGOTIABLE SETS OF DOCUMENTS WITH TWO NON-NEGOTIABLE SETS HAVE BEEN COURIERED AND FAXED IMMEDIATELY ON SAILING OF EACH VESSEL DIRECTLY TO MPMC LTD.. OR TO THE ADDRESSEE SPECIFIED BY MPMC LTD... ix) CERTIFICATE FROM THE MASTER OF VESSEL FOR HAVING RECEIVED ONE COPY OF BILL OF LADING (B/L) AND SAMPLE IN SEALED JAR FROM INSPECTION AGENCY APPOINTED BY MPMC LTD x) STOWAGE PLAN – THREE COPIES. xi) CERTIFICATE OF SAMPLING – THREE COPIES.
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18	INSPECTION AND TESTING	<p>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.</p> <p>MPMC 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 MPMC 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.</p> <p>IRRESPECTIVE OF WHETHER MPMC 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.</p> <p>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.</p>
19	BILL OF LADING & INVOICE	<p>THE BILL OF LADING ISSUED FOR THE PRODUCT WILL STIPULATE THE NAME OF THE PORT IN INDIA. IN CASE OF DEVIATION AT MPMC LTD.'S REQUEST IT IS UNDERSTOOD THAT ALL TAXES, CONDITIONS, ACCEPTANCE OF THE B/L AND AFREIGHTMENT CONTRACT ARE AUTOMATICALLY EXTENDED TO THE SECOND PORT WITHOUT ISSUING A NEW B/L. THE B/L WILL ALSO INCORPORATE CLAUSE PARAMOUNT, JAISON CLAUSE, BOTH TO BLAME, COLLISION CLAUSE AND GENERAL AVERAGE.</p>
20	SHIPPING CONDITIONS IN RESPECT OF FOB/CIF CONTRACTS	<p>SUPPLIER SHALL ABIDE BY THE FOLLOWING TERMS FOR CIF/FOB SHIPMENTS:</p> <p>A. SUPPLIER SHALL ARRANGE FOR CHARTERING OF SUITABLE VESSEL FITTED/ LOADED WITH GRABS/ HOLD SUITABLE</p>

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		<p>FOR FACILITATING DISCHARGE AND IN CASE OF GEARED VESSELS, THE SELLER SHALL GUARANTEE THAT THE VESSEL SINGLE DECK VESSEL(S) AND IS FITTED WITH CARGO GEAR, CRANES, ROPES, SLINGS AND WINCHES IN GOOD WORKING CONDITION CAPABLE OF HANDLING THE RATED CAPACITY OF MINIMUM 25 MT SWL. MASTER ALSO TO GIVE FREE USE OF VESSEL'S LIGHTING/ POWER AS ON BOARD IF REQUIRED. VESSEL SHOULD BE SINGLE DECKER AND SHOULD HAVE MACGROVER TYPE STEEL HATCH COVER. VESSEL SHOULD BE SUITABLE FOR GRAB DISCHARGE</p> <p>B. VESSEL TO BE CLASSED LLOYDS 100A1 OR EQUIVALENT WHICH SHALL BE MAINTAINED UNTIL COMPLETION OF THIS VOYAGE. VESSELS TO HAVE TEST CERTIFICATE COVERING VESSEL'S GEAR IN ACCORDANCE WITH INTERNATIONAL DOCK SAFETY CONVENTION, VALID FOR THE DURATION OF THE CHARTER.</p> <p>C. VESSELS SHALL BE CHARTERED ON THE BASIS OF ONE / TWO SAFE BERTH, ONE / TWO SAFE PORT ON WEST COAST / EAST COAST OF INDIA AS REQUIRED.</p> <p>D. EXTRA PORT & PORT CHARGES: (IF FOB PRICING) IN CASE MPMC COULD NOT RECEIVE THE VESSEL AT THE NOMINATED PORT, A SECOND PORT WILL BE NOMINATED. EXTRA FREIGHT FOR THE ADDITIONAL STEAMING WILL BE TO MPMC ACCOUNT. HOWEVER, IF THE NOMINATION OF THE CHANGED PORT IS DONE 72 HOURS IN ADVANCE, EXTRA FREIGHT TO THE EXTENT OF ADDITIONAL DISTANCE ONLY SHALL BE PAID.</p> <p>E. MPMC LTD. SHALL DECLARE THE DISCHARGE PORT AT THE TIME OF ACCEPTING THE VESSEL OFFERED BY TENDERER.</p> <p>F. CO-SHIPMENT NOT PERMITTED.</p> <p>G. GIC APPROVAL & EXTRA INSURANCE PREMIUM: ONLY GIC APPROVED VESSEL SHOULD BE CHARTERED. SUPPLIER SHALL FURNISH FOLLOWING INFORMATION TO MPMC LTD. IMMEDIATELY ON NOMINATION OF EACH VESSEL FOR OBTAINING GIC APPROVAL IN TIME:</p> <p>i) NAME OF THE VESSEL, EX-NAME, IF ANY.</p> <p>ii) DETAILS OF SHIP:</p> <p>a) FLAG.</p> <p>b) CLASSIFICATION.</p> <p>c) MONTH & YEAR OF BUILT.</p> <p>d) GROSS REGISTERED TONNAGE (G.R.T.) /NET REGISTERED TONNAGE(N.R.T.)</p> <p>e) DWT</p> <p>f) VOYAGE NUMBER.</p> <p>g) ESTIMATED TIME OF DEPARTURE (E.T.D.)</p> <p>h) WHETHER ISM REGULATIONS HAVE BEEN COMPLIED WITH & VALIDITY PERIOD.</p> <p>i) NAME OF HULL UNDERWRITERS. IF VESSEL IS NOT INSURED, REASONS THEREOF.</p>
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		<p>iii) NAME AND CAPACITY OF THE SHIPPING LINE (VESSEL OWNER) WHO WILL BE ISSUING THE BILL OF LADING TO THE SHIPPER E.G. OWNERS / MANAGERS / CHARTERERS / SLOT CHARTERERS / ETC. ALONG WITH COMPLETE ADDRESS WITH TELEPHONE & FAX NUMBERS.</p> <p>iv) NAME OF THE P&I CLUB OF THE VESSEL OPERATOR NAMED ABOVE.</p> <p>v) A) NAME & FULL ADDRESS OF THE REGISTERED OWNERS. b) NAME & FULL ADDRESS OF THE MANAGERS, IF ANY. c) NAME & FULL ADDRESS OF THE DISPONENT OWNERS, IF ANY. d) NAME & FULL ADDRESS OF THE BAREBOAT CHARTERERS, IF ANY. e) NAME & FULL ADDRESS OF THE TIME CHARTERERS, IF ANY. f) NAME & FULL ADDRESS OF THE VOYAGE CHARTERERS, IF ANY.</p> <p>vi) A) LOADING PORT. b) DISCHARGE PORT.</p> <p>vii) A)NAME & ADDRESS WITH TELEPHONE & FAX NUMBERS OF THE AGENTS AT LOADING PORT. b) NAME & ADDRESS WITH TELEPHONE & FAX NUMBERS OF THE AGENTS AT DISCHARGING PORT.</p> <p>viii) NATURE OF CARGO.</p> <p>ix) NAME OF THE SUPPLIER OF CARGO</p> <p>x) NAME OF THE CARGO UNDERWRITERS</p> <p>H. IN CASE GIC APPROVAL IS NOT OBTAINED PRIOR TO NOMINATION / FIXTURE OF THE VESSEL, THE EXTRA PREMIUM CLAIMED BY MPMC. UNDERWRITERS / INSURANCE COMPANY FOR NON-APPROVAL OF GIC VESSEL WILL BE TO SUPPLIER'S ACCOUNT.</p> <p>I. IF THE VESSEL EMPLOYED IS ABOVE 15 YEARS OLD, THE EXTRA INSURANCE PREMIUM (OVERAGE INSURANCE) PAYABLE BY MPMC ON THIS ACCOUNT WILL BE REIMBURSED BY THE SELLER TO MPMC . HOWEVER, IF THE SAME IS NOT RECEIVED WITHIN 30 DAYS FROM FILING CLAIMS, THE OVERAGE INSURANCE AMOUNT SHALL BE DEDUCTED FROM THE SALE VALUE PAYABLE BY MPMC. SUPPLIER SHALL ENSURE THAT THE VESSEL EMPLOYED IS NOT MORE THAN 25 YEARS OLD. SUCH VESSELS ARE NOT ALLOWED ENTRY IN PORT BY KANDLA, UNLESS SHE HAS BEEN CLEARED BY KANDLA, VISHAKAPATNAM, MUNDRA, KAKINADA DEEP WATERS AND GANGAVARAM ANY OTHER PORT OF INDIA/ STATE CONTROL AUTHORITIES WITHIN THE PRECEDING SIX MONTHS. IN CASE THE SHIP CHARTERED BY SUPPLIER IS 20 YEARS OR MORE OF AGE, THE SHIPPING AGENT OF THE SUPPLIERS SHALL OBTAIN NECESSARY CLEARANCE FROM THE AUTHORITIES AND THE TIME TAKE TO OBTAIN SUCH CLEARANCE SHALL BE TO SHIP OWNER'S/ SUPPLIER'S ACCOUNT AND THE SAME SHALL BE EXCLUDED WHILE CALCULATING THE LAY TIME.</p>
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		<p>J. SUPPLIER SHALL ENSURE THAT THE OWNER OF THE VESSEL OBTAINS CERTIFICATION BY APPROVED SURVEYOR THAT THE SHIP'S HATCHES PRIOR TO LOADING OF EACH SHIPMENT OF THE PRODUCT ARE COMMERCIALY FREE FROM ANY IMPURITY WHATSOEVER, INCLUDING CONTAMINATIONS IF ANY, WHICH REMAIN IN THE SHIP'S CARGO AS RESIDUE FROM EARLIER SHIPMENTS. SUPPLIER SHALL ALSO ENSURE THAT CARGO OWNER'S RIGHT OF RECOVERY AGAINST THE SHIP OWNERS WOULD NOT BE LOST OR WAIVED IN ANY MANNER IN THE CHARTER PARTY. IF THE RECOVERY RIGHTS ARE NOT INCLUDED IN THE CHARTER PARTY BY THE SUPPLIER, AGAINST THE SHIP OWNER FOR ANY REASON, THE RECEIVERS SHALL HAVE THE RIGHT TO RECOVER LOSSES / DAMAGES TO MATERIAL DURING VOYAGE FROM THE SUPPLIER.</p> <p>K. <u>PRIOR NOTICE OF EXPECTED TIME OF ARRIVAL (ETA):</u> AT LEAST 7 DAYS PRIOR TO THE DATE OF COMMENCEMENT OF LOADING OF THE SHIP, SUPPLIER SHALL NOTIFY MPMC BY FAX AND EMAIL, THE QUANTITY OF PRODUCT TO BE SHIPPED, THE VALUE OF THE PRODUCT AND ANY OTHER RELEVANT DETAILS THAT MAY BE REQUIRED BY MPMC.</p> <p>AS SOON AS THE VESSEL SAILS FROM THE SUPPLIER'S / SHIPPER'S JETTY, SUPPLIER SHALL NOTIFY MPMC BY FAX /EMAIL THE NAME OF THE VESSEL, DATE AND TIME OF SAIL AND ESTIMATED DATE AND THE ETA AT DESIGNATED DISCHARGE PORT TOGETHER WITH OTHER DETAILS AS MAY BE REQUIRED BY MPMC.</p> <p>MASTER SHALL SEND A SAILING TELEGRAM AND FAX/E-MAIL TO MPMC ON VESSEL LEAVING LOADING PORT, GIVING SAILING DATE, SPEED, COMMODITY, TOTAL QUANTITY LOADED, ESTIMATED DRAFT, FORE AND AFT ON ARRIVAL AT DISPORT AND ETA AT DISPORT AND ANOTHER TELEGRAM & FAX ADVISING THE LATEST ESTIMATED DATE OF ARRIVAL WHILE PASSING FROM ADEN / CAPE OF GOOD HOPE / SUEZ CANAL.</p> <p>FURTHER, SUPPLIER SHALL EITHER GIVE OR ARRANGE WITH THE MASTER OF THE VESSEL TO GIVE 96 HOURS, 72 HOURS, 48 HOURS AND 24 HOURS NOTICE TO MPMC. OR THEIR NOMINEE INDICATING THE ETA OF THE VESSEL AT THE PORT OF UNLOADING. THEREAFTER, FOR ANY CHANGE IN THE ETA OF THE VESSEL BY MORE THAN A PERIOD OF 24 HOURS, THE SUPPLIER SHALL EITHER ADVISE OR ARRANGE WITH THE MASTER OF THE VESSEL SO THAT MPMC LTD.. IS ADVISED ABOUT THE REVISED ETA OF THE VESSEL.</p> <p>L. NOTICE READINESS AND COMMENCEMENT OF LAYTIME</p>
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		<p>THE MASTER SHALL GIVE NOTICE OF READINESS TO MPMC LTD. OR NOMINATED AGENTS DURING OFFICIAL WORKING HOURS. THE TIME AT DISCHARGING PORT SHALL BEGIN TO COUNT FROM 24 RUNNING HOURS AFTER THE VESSEL'S ARRIVAL WITHIN THE PORT LIMITS AND NOTICE OF READINESS TENDERED AND ACCEPTED DURING OFFICIAL WORKING HOURS I.E. 10.00 HRS. TO 17.00 HRS ON WEEKDAYS AND 10.00 TO 12.00 HRS ON SATURDAYS. OR DURING ANY OF THE PERIODS EXEMPTED (FOR DISCHARGE PORT) EVEN IF USED REPORTED AND IN FREE PRATIQUE, WHETHER IN BERTH OR NOT. CHARTERERS HAVE THE RIGHT TO WORK DURING EXCEPTED PERIODS, SUCH TIME USED NOT TO COUNT AS LAY TIME.</p> <p>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.</p> <p>THE NON-WEATHER / HALF WEATHER WORKING DAYS AS DECLARED BY LOCAL CHAMBER OF COMMERCE NOT TO COUNT AS LAY TIME USED EVEN IF USED WHETHER THE VESSEL IS ON BERTH OR IN STREAM, WHETHER DISCHARGING OR NOT. HOWEVER, ONCE THE VESSEL IS ON DEMURRAGE SUCH DAYS WILL ALSO COUNT AS LAY TIME, SUBJECT TO FORCE MAJEURE CONDITIONS</p> <p>M. SURF DAYS NOT TO COUNT AS WEATHER WORKING DAYS EVEN IF USED.</p> <p>N. NO CARGO IS TO BE LOADED IN TWIN DECKS, DEEP TANKS, WING TANKS OR BUNKER SPACES. THE MASTER IS, HOWEVER, TO HAVE THE LIBERTY OF LOADING IN SUCH SPACES FOR THE PURPOSE OF STABILITY OF THE VESSEL</p> <p>BUT ANY EXTRA EXPENSES INCURRED BY REASONS OF DISCHARGING FROM SUCH SPACES NOT EASILY ACCESSIBLE IS TO BE TO THE SHIP OWNER'S / SUPPLIER'S ACCOUNT AND THE LAYTIME ADMISSIBLE WILL BE CALCULATED AT HALF THE SPECIFIED NORMAL RATE FOR DISCHARGING.</p> <p>O. COST OF SHIFTING TO SECOND BERTH (IF USED) INCLUDING FUEL SHALL BE TO THE VESSEL OWNER'S / SUPPLIER'S ACCOUNT AND TIME USED IN SHIFTING NOT TO COUNT AS LAYTIME.COST OF OPENING AND CLOSING OF HATCHES SHALL BE TO SHIP OWNER'S / SUPPLIER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAYTIME.COST OF FIRST OPENING AND LAST CLOSING OF HATCHES SHALL BE TO SHIP OWNER'S / SUPPLIER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAY-TIME.</p> <p>P. SUPPLIER / SHIP OWNERS TO UNDERTAKE THAT VESSEL'S ARRIVAL DRAFT AT THE DISCHARGING PORT IN INDIA NOT TO EXCEED THE NORMS OF DESIGNATED DISCHARGE PORT.</p>
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		<p>ANY LIGHTERAGE COST OVER AGREED DRAFT ON ARRIVAL SHALL BE ON SHIP OWNER'S SUPPLIER'S RISK AND COST AND TIME USED NOT TO COUNT AS LAYTIME.</p> <p>Q. LIGHTERAGE, IF ANY, AT THE DISPORT TO MPMC'S RISK AND EXPENSES SUBJECT TO CLAUSE 18 Q. RIGGING GANGS EMPLOYED AT DISCHARGING PORT TO BE FOR OWNER'S / SUPPLIER'S ACCOUNT. RIGGING GANGS EMPLOYED AT DISCHARGING PORT TO BE FOR OWNER'S / SUPPLIER'S ACCOUNT</p> <p>R. THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEARS FOR DISCHARGING ALSO LIGHTS FOR NIGHT WORK ON BOARD. IF ALL GEARS ARE NOT AVAILABLE DISCHARGE RATE TO BE REDUCED PROPORTIONATELY.</p> <p>S. <u>DEMURRAGE / DISPATCH:</u> DEMURRAGE / DISPATCH RATE SHALL BE AS PER CHARTER PARTY. MPMC. SHALL BE INTIMATED THE RATE OF DEMURRAGE / DISPATCH PRIOR TO FIXING OF THE VESSEL. SUPPLIER SHALL PAY TO MPMC. DISPATCH MONEY AND MPMC TO PAY TO SUPPLIER DEMURRAGE MONEY AT THE RATE AND IN THE CURRENCY AS MENTIONED IN THE CHARTER PARTY AGREEMENT PER DAY AND PRORATA FOR PART OF A DAY FOR ALL WORKING TIME SAVED IN DISCHARGING. HOWEVER, IF DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY REASONS OF PORT PROBLEMS, FIRE, EXPLOSION, STORM OR BY STRIKE, LOCK-OUT, STOPPAGE OR RESTRAINT OF LABOUR OF MASTER, OFFICERS AND CREW OF THE VESSEL OR TUG BOATS OR PILOTS OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE WILL BE PAYABLE.</p> <p>T. IT WILL BE AGREED THAT MPMC OR ITS NOMINEE SHALL HAVE TO SIGN THE STATEMENT OF FACTS AND OTHER CUSTOMARY DOCUMENTS TOGETHER WITH THE MASTER OF THE VESSEL AND SHIP OWNER'S AGENT AT DISPORT. OVERTIME TO THE ACCOUNT OF PARTY ORDERING THE SAME. OFFICERS / CREWS OVERTIME TO BE ALWAYS FOR SUPPLIER'S / SHIP OWNER'S ACCOUNT.</p> <p>U. SUPPLIER'S / CHARTERER'S SHALL APPOINT MPMC LTD.'S AGENT AT DISCHARGE PORT AND THE FEES SHALL BE PAYABLE BY THE SHIP OWNERS AT USUAL TARIFF.</p> <p>V. AFTER ARRIVAL OF THE VESSEL AT THE CUSTOMARY ANCHORAGE AT THE PORT OF UNLOADING, THE MASTER / HIS AGENT SHALL GIVE MPMC OR THEIR AGENT NOTICE BY LETTER, TELEPHONE, TELEGRAPH, E-MAIL, WIRELESS TO MPMC/ THEIR NOMINEES CONFIRMING THAT THE VESSEL IS IN ALL RESPECTS READY TO DISCHARGE THE PRODUCT. WHEN DELAY IS CAUSED TO VESSEL GETTING INTO BERTH GIVING NOTICE OF READINESS FOR ANY REASON OVER WHICH MPMC HAS NO CONTROL, SUCH DELAY SHALL NOT COUNT AS USED LAY TIME.</p> <p>W. PORT DUES</p>
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		<p>AT DISCHARGING PORT, DUES ON VESSEL INCLUDING CARGO RELATED CHARGES WILL BE FOR THE SUPPLIER'S/ OWNER'S ACCOUNT BUT DUTIES ON PRODUCT INCLUDING IMPORT DUTIES TAXES AND CUSTOMS DUTIES WILL BE TO MPMC'S ACCOUNT.</p> <p>X. COMPLETION OF DISCHARGE. THE VESSEL SHALL HAVE THE LIBERTY TO SAIL IMMEDIATELY ON COMPLETION OF DISCHARGE AND FINAL JOINT DRAFT SURVEY UNLESS OBSTRUCTED BY WEATHER, FOG OR PORT CONDITIONS, FOR WHICH MPMC SHALL NOT BE RESPONSIBLE BY ANY MANNER.</p> <p>Y. THE TERMS AS PER THIS PURCHASE ORDER WOULD OVERRIDE TERMS OF INDIVIDUAL CHARTER PARTY UNLESS DEVIATIONS ARE SPECIFICALLY ACCEPTED BY THE BUYER. IF A BERTH IS AVAILABLE FOR THE VESSEL UPON ITS ARRIVAL AT THE PORT, THEN, IN CASE THE VESSEL IS NOT READY TO PROCEED TO BERTH WHEN ALLOTTED OR COMMENCE DISCHARGE AFTER BERTHING, THE VESSEL WILL BE CONSIDERED AS "NOT READY" AND NOR WILL BE DEEMED TO BE ACCEPTED WHEN THE VESSEL IS READY IN ALL RESPECTS TO COMMENCE DISCHARGE.</p>
21	SHIPPING DOCUMENTS	<p>IMMEDIATELY ON SAILING OF A VESSEL, THE SUPPLIER SHALL ADVISE MPMC BY EMAIL / COURIER SERVICE AND ALSO BY FAX, THE NAME OF THE VESSEL, DATE OF SAILING, QUANTITY SHIPPED AND INVOICE VALUE.</p> <p>SIMULTANEOUSLY, SUPPLIER SHALL DISPATCH DIRECTLY TO TWO NEGOTIABLE SETS WITH TWO NON-NEGOTIABLE SETS OF FOLLOWING DOCUMENTS THROUGH COURIER:</p> <p>i) TWO OF THE THREE NEGOTIABLE COPIES OF THE CLEAN BILL OF LADING SHOWING. MAHARASHTRA AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD. MUMBAI - 400065, INDIA AS CONSIGNEE AND MARKED "FREIGHT PREPAID" OR "FREIGHT PAYABLE" AS PER C/P AND TWO COPIES OF NONNEGOTIABLE B/L.</p> <p>ii) CERTIFIED COMMERCIAL INVOICE IN DUPLICATE.</p> <p>iii) CERTIFICATE OF ORIGIN IN DUPLICATE.</p> <p>iv) DRAFT SURVEY REPORT IN DUPLICATE.</p> <p>v) CONFIRMATION CERTIFICATE FROM INDEPENDENT INSPECTION AGENCY, THAT THE PRODUCT LOADED IS FROM SINGLE SOURCE (MANUFACTURER) AND IS FREE FLOWING, UNIFORM IN PRILL SIZE AND COLOUR AS PER NIT ANALYTICAL REPORT IN DUPLICATE.</p> <p>vi) CERTIFICATE FROM SUPPLIER TO THE EFFECT THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT IS CORRECT AS TO THE QUALITY, QUANTITY, RATE AND TOTAL VALUE.</p> <p>viii) FAX COPY OF INTIMATION TO OUR UNDERWRITERS FOR INSURING THE CARGO.</p>

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		ix) STOWAGE PLAN IN DUPLICATE.
22	QUALITY CLAIMS	MPMC SHALL LODGE CLAIMS, IF ANY, FOR THE QUALITY WITHIN 30 DAYS OF RECEIPT OF QUALITY REPORT OF THE VESSEL FROM CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE (CFQC&TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABS AT DISCHARGE PORT IN INDIA AND THE SUPPORTING DOCUMENTS SHALL BE SENT BY MAIDC LTD. TO THE SUPPLIER BY AIR MAIL WITHIN 30 DAYS OF LODGING THE CLAIMS.
23	MUTUALLY AGREED DAMAGES	<p>IN THE EVENT OF FAILURE TO DELIVER THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT IT IS AGREED THAT MPMC SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</p> <p>i) TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF NON-SUPPLIED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SUPPLIER. MPMC. SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</p> <p>ii) TO PURCHASE FROM OTHER SOURCE WITHOUT NOTICE TO THE SUPPLIER AT THE RISK AND COST OF THE SUPPLIER, THE MATERIAL NOT DELIVERED OR MATERIAL OF SIMILAR DESCRIPTION FOR WHICH MPMC SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. MPMC. SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</p> <p>iii) TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN DELIVERING THE MATERIAL FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL DELIVERY PERIOD UNTIL ACTUAL DELIVERY OR UNTIL MPMC SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 1% PER WEEK FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.</p>
24	FORCE MAJEURE	i) IF AT ANY TIME DURING THE CONTINUANCE OF THIS CONTRACT EITHER PARTY IS UNABLE TO PERFORM THE WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTION, SABOTAGE, QUARANTINE RESTRICTION, ACTS OF GOD AND ACTS OF GOVERNMENT (INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS) FIRES, FLOODS, EXPLOSION, EPIDEMICS, STRIKES, EMBARGOES, THEN THE DATE OF DELIVERY OF THE PRODUCT SHALL BE EXTENDED FOR THE PERIOD

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		<p>FORCE MAJEURE CONDITION WAS OPERATIVE.</p> <p>ii) ANY WAIVER / EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO THE REASONS IN PARA (I) ABOVE SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF REMAINING DELIVERIES.</p> <p>iii) IF OPERATION OF THE FORCE MAJEURE CIRCUMSTANCES EXCEEDS THREE MONTHS, EACH PARTY SHALL HAVE THE RIGHT TO REFUSE FURTHER PERFORMANCE OF THE CONTRACT, IN WHICH CASE NEITHER PARTY SHALL HAVE THE RIGHT TO CLAIM EVENTUAL DAMAGES FROM EACH OTHER.</p> <p>iv) THE PARTY, WHICH IS UNABLE TO FULFILL ITS OBLIGATION UNDER THE CONTRACT, MUST WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THIS CLAUSE SHALL INFORM THE OTHER PARTY OF THE EXISTENCE OF THE FORCE MAJEURE CONDITIONS WHICH PREVENTS IT FROM PERFORMING THE CONTRACT. SUCH OCCURRENCE SHOULD BE ACCOMPANIED WITH CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE IN THE COUNTRY OF ORIGIN OF SUPPLIER IN THIS RESPECT. THE SUPPLIER SHALL ALSO PROMPTLY INFORM THE ENDING OF SUCH EVENT ENCLOSING THEREWITH CERTIFICATE FROM CHAMBER OF COMMERCE. IF MMTc. IS PREVENTED FROM PERFORMING THE CONTRACT, MMTc SHALL INFORM THE SUPPLIER WITHIN 15 DAYS OF OCCURRENCE OF SUCH FORCE MAJEURE CONDITIONS ACCOMPANIED BY CERTIFICATE ISSUED BY CHAIRMAN & MANAGING DIRECTOR OF MMTc.</p> <p>v) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.</p>
25	DISPUTES/ARBITRATION	ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE, INDIA BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES.”
26	JURISDICTION	THE CONTRACT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AT MUMBAI AND ALL CAUSES OF ACTION IN RELATION TO THE CONTRACT WILL THUS BE DEEMED TO HAVE ARISEN ONLY WITHIN THE JURISDICTION OF THE DELHI COURTS TO THE EXCLUSION OF ALL OTHER COURTS.
27	GOVERNING LAW	THE CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW IN ENGLISH ONLY.
28	GENERAL TERMS AND CONDITIONS	<p>I. INDIAN AGENTS COMMISSION IF ANY WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>II. THE PRODUCT MUST BE SUPPLIED FROM A SINGLE SOURCE (PLANT). THE PRILL SIZE OF THE PRODUCT SHOULD BE UNIFORM, FREE FLOWING AND A CERTIFICATE IN THIS</p>

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		<p>REGARD FROM INDEPENDENT INSPECTING AGENCY, CONFIRMING THE SAME, MUST BE SENT TO MMTC LTD.</p> <p>III. IN CASE OF BIDS RECEIVED FROM THE TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTERS FROM THE PRODUCERS 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. BIDDER WILL SIGN THE INTEGRITY PACT AS PER ENCLOSED ANNEXURE III WHICH IS THE INTEGRAL PART OF THE TENDER DOCUMENTS, FAILING WHICH THE TENDERED/BIDDER WILL STAND DISQUALIFIED FROM THE TENDERING PROCESS AND THE BID OF THE BIDDER WOULD BE REJECTED.</p> <p>VI. THE INDEPENDENT EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED COMPLAINT ONLY. THE INDEPENDENT EXTERNAL MONITOR (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO : D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. THEY CAN ALSO BE REACHED AT DILP.CHAUDHARY@ICLOUD.COM</p> <p>VII. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.</p> <p>VIII. BIDS ARE TO BE SUBMITTED LATEST BY 1400 HOURS ON 04.05.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE WWW.MMTC.EPROC.IN. BIDDERS ARE ALSO REQUESTED TO SUBMIT THEIR SUPPORTIVE DOCUMENT AND BID BOND INTO TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 2ND FLOOR, CORE-1, SCOPE COMPLEX, AND LODHI ROAD, NEW DELHI.</p> <p>BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID CONSISTING OF SPECIFICATION, BID BOND AND PRICE BID SEPERATELY.</p>
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ANNEXURE 1

BID BOND PROFORMA

(ON A STAMP PAPER OF RS. 100/- TO BE EXECUTED BY A DELHI/NEW DELHI BRANCH OF AN INDIAN NATIONALISED BANK)

M/S. MPMC LTD.,
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 DAP TO MPMC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD 1.00 PMT OR EQUIVALENT INDIAN RUPEES FOR THE QUANTITY OFFERED INCLUDING PLUS TOLERANCE 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 FIRST 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 ANY 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. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN VALID TILL _____ IN NEW DELHI.

4. NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FULL FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER . WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT BE AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR. THIS BOND SHALL BE GOVERNED BY INDIAN LAWS AND WILL BE SUBJECT TO THE JURISDICTION OF COURTS AT NEW DELHI IN INDIA ALONE.

DATED: _____ FOR

PLACE: _____ BANK

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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 MMTC LIMITED
CORE 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110003 (INDIA)

DEAR SIRs,

- 1) WHEREAS, MMTC 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 MMTC) 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 MMTC HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS ONE THOUSAND ONLY.
- 3) AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____ BANK, _____ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MMTC, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS ONE THOUSAND ONLY PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MMTC 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 MMTC NOT EXCEEDING THE SUM OF US DOLLARS ONE THOUSAND 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

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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 ONE THOUSAND ONLY. 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 MPMC 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 MPMC 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 ONE THOUSAND ONLY BY MPMC.
- 11) WE _____ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF MPMC 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 _____ 2017

YOURS FAITHFULLY

(ADDRESS)
(BANKERS SEAL)

FOR AND ON BEHALF OF BANK

ANNEXURE III

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

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RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.

C) MPMC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MPMC 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, MPMC 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 MPMC'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 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 MPMC 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.

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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 SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MPMC 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, MPMC 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, MPMC 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 MPMC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MPMC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

2. IF MPMC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MPMC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MPMC 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 MPMC 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.

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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. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MPMC 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 MPMC 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 MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MPMC 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, MPMC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MPMC. 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. MPMC 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 MPMC 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 MPMC AND REQUEST THE MANAGEMENT TO

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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, MPMC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MPMC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.

7. IF THE IEM HAS REPORTED TO THE CMD, MPMC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MPMC, 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, MPMC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MPMC, 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.

.....
(FOR & ON BEHALF OF MPMC)
(OFFICE SEAL)

.....
(FOR & ON BEHALF OF BUYER/VENDOR/BIDDER)
(OFFICE SEAL)

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PLACE :

DATE :

WITNESS 1 :

NAME :

ADDRESS :

WITNESS 2 :

NAME :

ADDRESS :

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ANNEXURE IV

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 MPMC. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN "FRAUD PREVENTION POLICY" OF MPMC (FULL TEXT OF WHICH IS AVAILABLE ON MPMC'S WEBSITE AT [HTTP://MPMCLIMITED.GOV.IN](http://mpmclimited.gov.in) DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH MPMC.
- 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 MPMC'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 MPMC 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 MPMC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MPMC 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 MPMC 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

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EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MPMC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MPMC, 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 MPMC 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 MPMC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MPMC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.

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**ANNEXURE – V
YEARLY QUANTITY AND SHIPMENT SCHEDULE**

Product	Qty	Kharif - 2017					Rabi - 2017-18						Grand
		May-17	June-17	July-17	Aug.17	Total	Sept.17	Oct.17	Nov.17	Dec.17	Jan.18	Total	Total
Complex NPK (12:32:16)	90000	15000	15000	15000	15000	60000	3000	4500	6000	10500	6000	30000	90000
SHIPMENT													
Schedule		30000	30000		30000	90000	0						90000

TERMS AND CONDITIONS

- 1) IN CASE OF UNFAVORABLE CLIMATIC CONDITIONS SCHEDULE MAY VARY AS REQUIREMENT
- 2) OTHER REQUIREMENTS AS INDIAN FCO NORMS.