



CIN:L51909DL1963GOI004033

NOTICE INVITING TENDER

TENDER NO: MMTC / PRO / HIL / 2

Dated 07 .08.2018

SUB: TENDER FOR IMPORT OF RAW MATERIAL

MMTC invites bids from interested overseas suppliers against Global Tender in two Bid systems for import of raw materials/chemicals. The last date of submission of tender is **1500 hrs on 24.08. 2018.**

The complete details of the tender are available at MMTC's website www.mmtclimited.com, Govt website <https://eprocure.gov.in> and <https://mmtc.abcpurchase.com>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

Deputy Manager (Projects)
pgt@mmtclimited.com

TENDER FOR IMPORT OF RAW MATERIAL FROM OVERSEAS SUPPLIERS

MMTC Limited, a Government of India Enterprise, a leading international trading company, is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For Further details please visit our website at www.mmtclimited.com

MMTC (Buyer) invites offers in two bids system for import of Raw Material from Overseas Producers / Suppliers / Traders at Nhava Seva JNPT Port / Cochin Port , India for onward supply to M/s HIL (INDIA) LTD.

The bidders are requested to directly submit their offers as per the tender documents. The last date of submission of technical and Price bid in the tender is **1500 hrs on 24.08.2018.**

The tender notice consists of two sections. **Section – 1** (Tender description) and **Section - II** (Formats of documents). The bidders are requested to read the entire tender before submitting the bids.

The bidders shall directly submit their Technical bids in physical mode along with supporting documents .The Price Bid has to be submitted in online / electronic mode **or** by Physical Mode directly .

The bidders shall super scribe the name of the company, contact person, phone, fax, e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.

The Technical bid as per **Annex II** along with specified documents and Bid guarantee should be submitted in the tender box at the below mentioned address to reach latest by **1500 hrs (IST) on 24.08.2018:**

Sh N Vijayakumar

Deputy Manager

MMTC Limited ,

Third Floor

Core-1, Scope Complex, Lodhi Road, New Delhi 110003

Telephone: 91112436200

Price bid is to be submitted online before 1500 hrs (IST) on 24.08.2018. The bidders may submit their price bid electronic mode at MMTC E portal at <https://mmtc.abcprocure.com>.

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation.

1. Product and Quantity:

Lot No	Commodity	Quantity (MT) with + / - 2% qty. tolerance	Port of Discharge
1	2- Chloro-5-Chloromethyl Pyridine 60% with DMF Solution (CCMP) CAS No 70258-18-3	100	Nhava Sheva , JNPT,India
2	N-(phosphonomethyl) iminodiaetic 98% min. (PMIDA) CAS No. 5994-61-6	200	Cochin Port, India
3	Sodium salt of 3,5,6-ichloropyridinol 87% min.(NATCP) CAS No. 37439-34-2	150	Nhava Sheva , JNPT,India
4	2-(Nitroimino) Imidazolidine 98% min. (NIA) CAS No. 5465-96-3	60	Nhava Sheva , JNPT,India
5	Di Methyl Phosphoro Amidothioate 95% A.i.min.(DMPAT) (CAS No. 17321-47-0)	120	Nhava Sheva , JNPT,India
6	2,3,3-0-0-Diethyl Thiophosphoryl Chloride 98.5%. min. (DETCL) CAS No.2524-04-1	125	Nhava Sheva , JNPT,India
7	N-Chloro Methyl-n-Phenyl Carbomy Chloride (CPMC) CAS No. 52123-54-3	20	Nhava Sheva , JNPT,India

2. Tender is invited for 7 lots as above .Bidders can quote lot wise for the entire quantity tendered in particular lot.
3. Specifications are listed in **Annexure –I**.
4. Origin: Foreign / Overseas.
5. Shipment period : The above quantities should be shipped **before 29th September, 2018**. Shipment in containers only.
6. Port of Discharge: As listed above in Sl. No. 1 above
7. **Price:**

Prices for chemicals to be quoted for supply in **US Dollars PMT** net delivered weight and quality on **CNFFO** basis for **JNPT(Nhave Sheva) and Cochin Port lot wise as mentioned in Sl. No. 1 & 2 above**. The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of chemicals depending on the country of origin. MMTC is free to select origin depending upon its judgment of prices received in the tender. Prices shall be quoted only as per price bid format provided in **“Annexure III (PRICE BID)”**.

8 EARNEST MONEY DEPOSIT:

8.1 Each bid shall be accompanied by an earnest money deposit (EMD) in the form of a Bank Guarantee (**Appendix I**)in favour of MMTC Limited through a Prime International Bank and advised through a scheduled Commercial bank (other than Gramin bank, Co-

operative bank, Nainital bank and Dhanlakshmi Bank) in New Delhi (or NCR), India for 3 % (**Three percent**) of the value of bid in US Dollars only.) (Bank Guarantee proforma is enclosed at **Appendix I**). Bank Guarantee shall be encashable in Advising bank counters in New Delhi . EMD shall be submitted with Techno Commercial bid. Bid received without requisite EMD shall be rejected.

8.2 Non- signing of agreement within the prescribed time limit and non-submission of Performance Guarantee in time shall be construed as a failure and the EMD (BG) shall be invoked without prejudice to further recourse for breach of the Contract. .

8.3 EMD of unsuccessful bidders shall be returned within one week **after signing the agreement with the successful bidder**. The EMD submitted by successful bidder shall be returned after receipt and confirmation of Performance Bank Guarantee or Receipt of Performance Guarantee through fund transfer.

8.4 Bidders shall submit original BG for EMD along with technical bid documents. EMD with validity up to 31.10.2018 shall be issued by prime International Bank / first class bank

OR

Bidders may remit EMD by transfer to the bank account of MMTC Ltd, New Delhi. Bank details of which are as follows:

Name	MMTC LIMITED
Bank	STATE BANK OF INDIA
Branch	PRAGATI VIHAR BRANCH, SCOPE COMPLEX, LODHI ROAD, NEW DELHI 110003
A/c Number	52142903753
IFSC Code	SBIN0020511
MICR Code	110004005

BG issuing bank should directly forward the original BG to MMTC so as to reach MMTC, New Delhi before opening of tender. The bidder shall submit copy of BG along with tender documents.

8.6 BG should be issued through SFMS. For this purpose, details of MMTC's banker is given in **Appendix- I**

The onus of ensuring receipt of credit in MMTC's account before the stipulated time and date rest exclusively with the bidder and MMTC will not be liable for any delay. The applicant making the remittance to the MMTC's account should be the foreign bidder only. The wire transfer should clearly mention that the amount being remitted is towards bid guarantee. In case MMTC is required to send back the bid bond amount after closure of tender or after expiry of bid validity, the bank charges, exchange loss and exchange conversion / reconversion charges at actual would be to the bidder's account. No interest will be paid on the deposit made through wire transfer. **BG or fund transfer from a third party (other than bidder) is not acceptable.**

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above EMD. However, MTPL to submit an undertaking that they have obtained EMD from their supplier.

9 ELIGIBILITY CRITERIA :

- i. The Minimum turn-over of the Bidder shall be US\$ 03 (Three) Millions during last financial year and Positive net worth on last reporting financial year with Auditor Certificate shall be acceptable.
- ii. The bidder shall have minimum one year experience in tendered product. Auditor Certificate shall be acceptable.
- iii. Bidders are required to submit their credit rating report by Dun & Bradstreet / S&P / Moody's / ICRA / CRISIL / CARE. Such rating shall be satisfactory or better and the report should be issued after 31st October 2017.
- iv. Bidder shall submit a satisfactory Bank Reference Report issued on or after 31st October 2017.
- v. In case, the bidder is not a producer, then the bidder shall submit a Letter of Authority from manufacturer as per proforma at Appendix-III

All documents must be in English.

10 DOCUMENTS TO BE SUBMITTED **TECHNO-COMMERCIAL BID: (Physical Form only)**

- I. Form duly filled as per Annexure II
- II. Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures.

- III. Organizational details of the tendering firm viz: proprietary/partnership/private Ltd. or Public Ltd. In case of proprietary firm copy of registration certificate, partnership firms a copy of partnership deed and in case of Private Ltd. /Public Ltd. Company a copy of articles of association/memorandum should be submitted
- IV. List of supplies effected giving full addresses of the parties where tendered product supply was made in the past along with photo copies or duly attested true copies of any certificate in support of similar satisfactory supplies.
- V. Bidders to indicate the name and address of their customers to whom they have supplied for the past 3 years with supporting documents (In case of Non-submission of supporting documents i.e. Purchase Order or similar document , MMTC may reject the bid). In case of agent/traders for the supply of Pesticides /Agrochemicals Photocopy of valid CIB Registration Certificate, Manufacturing License & Authorization letter from the Manufacturer for onward supply to Hindustan Insecticides Limited (HIL(India) Limited) must be submitted to verify the source of supply and shelf-life etc. In case of imported raw materials Agent/Trader has to submit Authorization letter from their Principal/Manufacturer.
- VI. Bidder's Tax Registration certificate in the Bidder's country of supplier.
- VII. Bidder shall submit a satisfactory Bank Reference Report issued on or after 31st October 2017.
- VIII. Bidder shall enclose an Auditor's Certificate indicating (i) annual turnover (ii) networth as on last annual balance sheet and (iii) past experience as mentioned in eligibility criteria.
- IX. Bidders are required to submit their credit rating report by Dun & Bradstreet / S&P / Moody's / ICRA / CRISIL / CARE. Such rating shall be satisfactory or better and the report should be issued after 1st October 2017.
- X. Bidder shall submit Earnest Money Deport (EMD) as per EMD clause of this tender in a separate envelope. Technical Bids without EMD will be rejected.
- XI. Bidder shall submit a Letter of Authority in favor of authorized official for signing the tender documents.
- XII. Bidder shall submit duly signed and stamped all documents given in Section-I (including all annexures) of the tender notice.
- XIII. Bidder shall submit duly filled in Proforma for Authority from Manufacturer / Producer as in Appendix – III.
- XIII Integrity Pact as per **Appendix – V (in case value of Contract in equivalent US Dollars exceeds Rs.200 millions). For this purpose, exchange rate would be USD 1 = Rs.69.00.**

MMTC reserves the right to ask bidders for furnishing additional documents/ details other than those specified in the tender, if deemed necessary.

Any other document as requested by the Buyer, shall also be submitted by the bidder with Techno commercial bid.

11. PRICE :

The bidder shall offer the price of the cargo in US Dollars for shipment in containers on **C&F FO JNPT / COCHIN Port** as in **Annexure III**.

12. PREPARATION OF BIDS:

The bidder shall carefully read the entire tender documents before submitting its offer. The Bidder shall prepare its tender in two parts comprising of the following:

- a. **Techno-commercial bid – physical mode only** –Technical Bid to be **sent directly** / submitted in a sealed Envelope and dropped in Tender Box at MMTC Ltd. The envelope super-scribed as “ Techno Commercial Bid against Tender No. MMTC / PRO / HIL / 2 dt.07.8.2018 ” must contain all the documents as per clause 10 of this tender.
- b. **Price Bid (PART B):** To be submitted in E-Mode or **directly** by Physical mode along with Techno - Commercial Bid . Price bid must be in the format at Annexure III.

The bidders may submit their price bid (Annexure III) electronic mode at MMTC E portal at <https://mmtc.abcpurchase.com> .before 1500 hrs on 24.08.2018

Incomplete offer or offers received after the closing time and date shall not be accepted.

- (c) **Shipment** : Buyer has the right to amend Seller's Shipment date within laycan. For containerised cargo , **supplier shall give 14 days free time at discharge port for clearance of cargo mentioning the same in the Bill of Lading.**

13. CRITERIA OF EVALUATION:

The techno-commercial bids shall be evaluated by the Buyer in consultation with the actual user / HIL. A list of successful bidders shall be prepared who comply the terms and conditions of the tender. The price bids of techno commercial qualified bidders shall only be opened. Bids shall be evaluated and L1 would be determined.

In case, the L1 bidder fails to submit PBG then MMTC has the option to give offer to L2 bidder to match and confirm L1's price and if L2 bidder also fails to submit PBG or rejects the offer, then MMTC has the option to give offer to L3 bidder at L1 bidder's price. This option, however, shall be restricted only up to L3 bidder.

14. VALIDITY OF OFFER:

Each Bidder shall keep his offer firm and valid for acceptance by MMTC for a period of 10 days from date of tender closing .i.e until **03.09.2018**.

15. AWARD OF CONTRACT

MMTC shall award the contract to the lowest bidder (L1) only subject to reconfirmation from the actual user , HIL , of the cargo. MMTC and the successful bidder shall enter into a purchase contract as per format at **Appendix-IV**. In case the successful bidder

fails to forward the signed purchase contract within 5 working days from the date of issuance of unsigned contract by MMTC, the Buyer (MMTC) reserves the right to invoke the bank guarantee submitted by the bidder as EMD/Performance BG.

16. DUE DATES

Submission of Techno commercials Bids and
Price Bids : **24.08.2018 by 1500 hrs IST**

Opening of Techno commercial on or after : **24.08.2018by 16.30 hrs IST**

Opening of Price Bid on or after : **24.08.2018by 16.30 hrs IST**

The price bids of technically qualified bidders only shall be opened.

17. Performance Guarantee

Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the contract equal to **5% (Five Percent)** of the value of contracted goods in US\$ in the form of Bank Guarantee from a prime Bank to be furnished in the prescribed format as per Appendix II of the tender and advised through a scheduled Commercial bank (other than Gramin bank, Co-operative bank, Nainital bank and Dhanlakshmi Bank) in New Delhi (or NCR), Performance Guarantee shall be encashable in India

b) The Performance Guarantee shall be furnished within 10 calendar days of the date of acceptance of the bid by the buyer communicated through Letter of Intent and shall be valid till **30.01.2019** . On receipt of the Performance Guarantee, contract shall be signed without any change in the shipment period. Letter of Credit will be established only after receipt of original Performance Guarantee and signed copy of the contract.

c) In case successful bidder awarded tender does not furnish Performance Bank Guarantee within 10 days of issue of letter of intent, Buyer will have the option to forfeit the EMD and take suitable action against the bidder as deemed fit..

d) Satisfactory performance of the contract includes delivery of the commodity, strictly according to the specifications, terms referred herein within the stipulated period of shipment and settlement of all claims.

e) Buyer reserves the right to forfeit the Performance Guarantee of the seller ,in case the seller after submission of Performance Bank Guarantee ,fails to supply goods within the specified period. In addition to invocation of Performance Bank Guarantee, seller may also be barred from participation in subsequent 5 tenders for import of chemicals.

f) In case Seller commits any breach of contract or fails to fulfill any term (terms or conditions) of the contract , Performance Guarantee will be forfeited. The Performance Guarantee shall be released to the seller on successful and satisfactory execution of the contract. No claim shall be admissible against the buyer in respect of interest on Performance Guarantee regardless of the time of release.

18 . Forfeiture Of Performance Guarantee

The Buyer reserves the right to forfeit the Performance Guarantee of the Seller :

a) In case the successful bidder submits Performance Bank Guarantee but fails to supply the goods within the specified period, in addition to invocation of Performance Bank Guarantee, Seller may also be barred from participation in subsequent 5 (five) tenders for import of chemicals

19. PAYMENT TERMS :

The payment of the price of the MATERIAL delivered by the Seller shall be made by the Buyer in US Dollars by an Irrevocable Letter of Credit. Or by Cash against Documents (as per Seller's option) on the basis of following documents in original.

a) 90% of the invoice value of the material at sight on presentation of the following Load-port documents.

i) **3/3** sets of original Clean Shipped on Board Bill(s) of Lading for the quantity shipped in containers made out "To order" and blank endorsed marked Notify "MMTC Limited, Core 1 Scope Complex Lodi Road New Delhi – 110 003". The Bills of Lading to be issued by Ocean Lines / Master / Agents only. **House BLs or any other B/Ls are not acceptable.**

ii) Bill(s) of Lading marked "**Freight Pre-paid**" is required. Bill of Lading should also carry endorsement that **14 days free time** is allowed for clearance.

iii) Signed Commercial Invoice - in Triplicate (**3 sets**).

iv) **3/3** quantity-wise Certificate of Sampling and Analysis issued by independent inspection agency nominated by Buyer clearly specifying that the sampling and analysis pertains to the material shipped. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at **Article 3** of this contract.

v) Certificate of Weight issued by an Surveyor/Independent Analyst at Load Port;

vi) Certificate of Origin issued by recognized Chamber of Commerce of exporting country (**3/3**).

vii) Scanned copy of Seller's shipping documents by e-mail (Email Id: pgt@mmtclimited.com, vijae@mmtclimited.com, pre-shipment and post-shipment advice of shipment to the Buyer have been sent through Courier Service directly to the Buyer at MMTC Limited, Core 1 Scope Complex Lodi Road New Delhi **within 3 (three)** days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.

viii) Copy of Seller's by e-mail advice of shipment to the Buyer referred to in triplicate detailing documents mentioned at (i) to (vii) above.

b) The Invoices so raised by Seller should follow provisions of contract.

c) **Balance 10% C&F(FO) value shall be made outside the L/C as per the discharge port sampling, analysis and weight after making necessary price adjustments for variations.**

d) All bank charges **at the** Seller's Country shall be borne and paid for by the Seller. All bank charges at the Buyer's country shall be borne and paid for by the Buyer. In

case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the Seller. L/C shall provide for 90% payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

- e) Negotiation of documents under reserve is not acceptable.
- f) All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith, will be for the Buyer's account. In case the Seller desires any amendment, the expenses shall be for the Seller's account.
- g) Documents presented within the validity of L/C shall be acceptable.
- h) Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.
- i) L/C to be valid for **negotiation for 21 days after shipment**. However original documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port**.

20. Deviations:

No Deviations will be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations will be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format on "**Annexure II**".

21. PROCEDURE FOR PARTICIPATION IN E-TENDER.

E-Tender is available on MMTC e-procurement website <https://mmtc.abcpocure.com> for online bidding process. For this, Bidder should have legally valid Class III Digital Signature Certificate from the Licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e_procurement Portal <https://mmtc.abcpocure.com> (a one time activity)

22. Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days tendtively.

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcpocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under :

1. For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 40016 866	info@abcProcure.com
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 4027 0555	support@abcProcure.com
	+91-(79)- 4027 0564	
	+91-(79)- 4027 0569	
	+91-(79)- 4027 0507	pankesh@eptl.in

2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on www.cca.gov.in wherein details have been mentioned.
3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
4. For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

23. Inspection

1. The buyer will appoint a Pre-Shipment Inspection Agency(PSI) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
2. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
3. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.
4. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
5. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/ hatches of the vessel/containers.
6. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
7. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor to be nominated by buyer at the port of loading at the time of shipment at seller's cost.

24. Shipment

1. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings

2. All containerized shipments originating from USA, Canada, Tanzania, Malawi and whichever countries it is applicable, the Container handling charges (DTHC) at discharge port should be pre-paid and should be clearly mentioned in the Bill of Lading.

3. Seller has to surrender Master BL immediately after sailing of the vessel, any charges towards non compliance/delay to their account. House BL would not be accepted. In case of appointment of consol agent, all charges to the seller's account.

4. Seller has to ensure that the goods are shipped through shortest route and reach destination within the normal voyage period

25. Insurance

The Buyer will insure the goods. The Seller shall, latest **before 48 hours** of sailing of the vessel, inform The Deputy Manager, MMTC Limited, Core 1 Scope Complex , Lodi Road ,New Delhi, India by Fax (No. +91 11 24364587) and e-mail address (vijae@mmtclimited.com; pgt@mmtclimited.com) and telephone no. (+91 11 24362200) and the Insurance Company nominated by the Buyer, the following details of the shipment/dispatch:

- i) Name of the Vessel
- ii) Sailing/departure date
- iii) Port of Shipment/port of dispatch
- iv) Invoiced quantity and value of goods, Bill of Lading(s) no. & date.
- v) ETA of vessel at Indian Port & **Liner at Disport.**

If vessel's age is beyond 25 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company will be borne by the Seller.

This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading. Number of the open policy cover supplied to the Seller by the Buyer shall be quoted in the Commercial Invoice.

MMTC would take Insurance Policy which covers ICC(A) with War & SRCC.

26. Post Landing Survey

1. Joint Survey will be carried out on arrival of containers at discharge port in presence of Buyer, Seller's representative and independent inspection agency . In case of any damage to the cargo, material short received or material not meeting contractual specification during survey, the claim shall be lodged by the Buyer on the Seller. Results of Joint survey at discharge port shall be final and binding on buyer and seller.

2. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The Deputy Manager(Projects) as per address given in Clause 25 above. The seller also has option to appoint surveyors at the discharge port for joint survey.

3. If the imported Chemicals on arrival at discharge port do not meet the specifications as prescribed in the contract or rejected by the Indian Customs/Statutory Authorities, then **the Seller will have to take back the goods at their risk and cost.** Seller will also remit the amount drawn under the Letter of credit to the Buyer immediately.

27. Documents

The Seller shall send by fax/email, followed by courier, to Deputy Manager(Projects), MMTC Limited, New Delhi, India as per address given in Clause 25 above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that the original shipping documents reach the L/C opening bank in India, before arrival of the vessel at discharge port. Calculations of free time will start from the date of arrival of the cargo at discharge port or receipt of negotiable set of original shipping documents at bank or by MMTC whichever is later. All expenses like detention, ground rent etc due to delay in receipt of original documents would be to supplier's account. If these original documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to MMTC against MMTC's own Letter of Indemnity and instruct the Shipping Agent accordingly

28. GENERAL CONDITIONS

28.1 The supply of the material shall be as per the guaranteed specifications as per **Annexure I** for any material not meeting the contractual specifications at discharge port, same shall be rejected and performance BG forfeited for such rejected lots Seller would also be required to take back the goods after depositing the amount drawn under the L/C.

28.2 Utmost precaution shall be exercised by the Seller at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Buyer reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.

28.3 Subject to the term and conditions set out herein, purchase shall be made from the lowest bidder (L1). Buyer reserves the right to modify and amend the terms & conditions and announce the same at any time before the closure of tender. Announcements during the tenure of tender on the website and/or by facts including announcement of any additional conditions or correction in the tender and/or additions or deletions of item being offered for purchase are binding on the bidder.

28.4 Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

28.5 Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. The imported cargo is procured for use by Actual User HIL and all terms & conditions shall be on back to back basis with the actual user. The actual user shall consume the imported material in its plant.. The discharge port results shall be final and binding on both buyer and seller.

28.6 MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.

28.7 After finalization of the purchase price, MMTC will email to the Seller the unsigned purchase contract for signatures. After receipt of unsigned contract from MMTC, the Seller will put their authorized signature with seal and courier the signed contract in duplicate to MMTC **within three working days** with an advance copy through email. Thereafter, as Buyer MMTC shall sign and affix its seal on the contract and retain one original signed contract and courier one signed contract to the Seller (with an

advance copy by email). If for any reason, the Seller fails to send the signed contract within stipulated time, as Buyer, MMTC reserves the right to encash / forfeit the EMD available with MMTC. The Buyer also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

28.8 Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:

- (i) To accept or reject the lowest offer or any other offer or all the offers,
- (ii) To accept any offer in full or in part,
- (iii) To procure the tendered quantity from more than one bidder.
- (iv) To reject the offers not conforming to the tender terms without further correspondence.
- (v) To reject the offer of past supplier(s) with unsatisfactory track record.
- (vi) To increase the tendered quantity if suitable bids are received.

29. Integrity Pact as per Annexure V

Bidder would be required to execute the Integrity Pact if the value of the bid is more than Rs 200 million (to be converted into USD @ USD 1 = Rs.69/-) In such case, Bidder would be required to submit the Integrity Pact as per format in Annexure V and submit alongwith Technical Bid. **Failure to submit Integrity Pact for bid value above Rs 200 million along with Techno Commercial Bid before the stipulated time of tender closing would result in rejection of such bids.**

30. FORCE MAJEURE:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of GOD and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract.

31. Termination

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD and Performance Guarantee. MMTC also has the right to place the defaulting bidder on Holiday list /blacklist. MMTC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such termination of the contract.

32. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The seat for Arbitration shall be New Delhi.

33. Jurisdiction

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the Laws of India.

34. FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(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 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)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees 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)/Vendor(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)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(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), before award or during execution has committed a transgression

through a violation of this Clause , above or “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)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(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 this Clause, MMTC shall be entitled to demand and recover from the bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

ANNEXURE-I

SPECIFICATIONS OF MATERIAL & PACKING DETAILS

PRODUCT 1

ARTICLE 1 : COMMODITY	:	2- Chloro-5-Chloromethyl Pyridine 60% with DMF Solution (CCMP) CAS No. 70258-18-3
HS CODE		29333919
ARTICLE 2 : QUANTITY	:	100 MT (+/- 2% quantity tolerance)
ARTICLE 3: SPECIFICATION WITH PACKING:		CCMP Content 60-62% W/W DMF Content 38-40% W/W Appearance Colourless to light yellow liquid free from sediments DMF –CAS No.68-12-12 200 or 250 kg Drum
ARTICLE 4 : ORIGIN	:	Foreign/Overseas Country
ARTICLE 5 : PORT OF DISCHARGE	:	NHAVA SHEVA JNPT PORT, INDIA
ARTICLE 6 : PORT OF SHIPMENT	:	ANY MAIN PORT
ARTICLE 7: SHIPMENT PERIOD	:	Before 24.09.2018.

PRODUCT 2

ARTICLE 1 : COMMODITY	:	N-(phosphonomethyl) iminodiaetic Acid 98% min. (PMIDA)(CAS No 5994-61-6)
HS Code		29199090
ARTICLE 2 : QUANTITY	:	200 MT(+/- 2% quantity tolerance)
ARTICLE 3: SPECIFICATION WITH PACKING:		Content (%) : $\geq 98\%$ NaOH(%) : $\leq 0.20\%$ Loss on Drying (%) : ≤ 0.50 200 or 250 kg Drum
ARTICLE 4 : ORIGIN	:	Foreign/Overseas Country
ARTICLE 5 : PORT OF DISCHARGE	:	COCHIN PORT, INDIA
ARTICLE 6 : PORT OF SHIPMENT	:	ANY MAIN PORT
ARTICLE 7: SHIPMENT PERIOD	:	Before 24.09.2018.

PRODUCT 3

ARTICLE 1 : COMMODITY	:	Sodium salt of 3,5,6-Trichloropyridinol 87% min. (NATCP) CAS NO. 37439-34-2
HS CODE		29333990
ARTICLE 2 : QUANTITY	:	150 MT(+/- 2% quantity tolerance)
ARTICLE 3: SPECIFICATION WITH PACKING:		Appearance: White to Off White powder.

Purity by HPLC: 85% to 90%
 Moisture Content: 12% Max
 Free Alkalinity: 0.5 % Max (w/w)
 Inorganic Salt as NaCl :2.50% Max
 200 or 250 Drum.

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

PRODUCT 4

ARTICLE 1 : COMMODITY : 2-(Nitroimino) Imidazolidine 98% min. (NIA)
 CAS NO 5465-96-3

HS CODE 29332990

ARTICLE 2 : QUANTITY : **60 MT(+/- 2% quantity tolerance)**

ARTICLE 3: SPECIFICATION WITH PACKING:Purity (GC) : 98% min
 Water : 0.5% Max
 Appearance : White Powder
 Melting Point :216-218°C
 200 or 250 kg Drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA ,JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

PRODUCT 5

ARTICLE 1 : COMMODITY : Di Methyl Phosphoro Amidothioate 95%
 A.i.min.(DMPAT) (CAS No. 17321-47-0)

HS CODE 29319090

ARTICLE 2 : QUANTITY : **120 MT(+/- 2% quantity tolerance)**

ARTICLE 3: SPECIFICATION WITH PACKING:CHEMICAL NAME : C₂H₈O₂PSN
 APPEARANCE : CLEAR, OILY, LIGHT
 YELLOW LIQUID WITH A PUNGENT
 ODOUR
 Mol. WT: 141
 SPE. GRAVITY :1.26 - 1.27
 Assay :95% min.
 200 Ltr Drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

PRODUCT 6

ARTICLE 1 : COMMODITY : 2,3,3-0-0-Diethyl Thiophosphoryl Chloride
98.5%. min. (DETCL) CAS NO.2524-04-1

HS CODE : 29209099

ARTICLE 2 : QUANTITY : **125 MT (+/- 2% quantity tolerance)**

ARTICLE 3: SPECIFICATION WITH PACKING: Purity 98.5% MIN
Appearance Colourless Clear Liquid
Acidity : $\leq 0.20\%$
Moisture: $\leq 0.20\%$
200 or 250 drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

LOT 7

ARTICLE 1 : COMMODITY : N-Chloro Methyl-n-Phenyl Carbomy
Chloride (CPMC) CAS No 52123-54-3

HS CODE : 292499090

ARTICLE 2 : QUANTITY : **20 MT (+/- 2%)**

ARTICLE 3: SPECIFICATION WITH PACKING: Content: 85.0% min.
SPE.: (Q/CFH 11-2001)
Melting Point : $45-46^{\circ}\text{C}$
Packing : 50 kg to 200 kg plastic drum
Appearance : Light Yellow to brown crystal.
Packing : 250 Ltr. Drum
Colour : Gradually turns red when moist soluble in
benzene, methylbenzene, chloroform, carbon
tetrachloride and several other organic
solvents.

ARTICLE 4 : ORIGIN : Foreign / Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

TECHNICAL BID

Tender No MMT/PRO/HIL/2 dated 07.08.2018 closing on 24.08.2018 at 1500 Hrs

1.Details of Bid Bond

Bid Bond No. _____ Dated _____ For (Amount in US\$) _____.

Name of Bank & Branch: _____

Details of Fund Transfer towards EMD :

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

2. Details of Products Offered:

Lot No	Commodity	Quantity (MT) with + / - 2% qty. tolerance	Port of Discharge	Bidder' confirmation Yes or No
1	2- Chloro-5-Chloromethyl Pyridine 60% with DMF Solution (CCMP) CAS No 70258-18-3	100	Nhava Sheva , JNPT,India	
2	N-(phosphonomethyl) iminodiaetic 98% min. (PMIDA) CAS No. 5994-61-6	200	Cochin Port, India	
3	Sodium salt of 3,5,6-ichloropyridinol 87% min.(NATCP) CAS No. 37439-34-2	150	Nhava Sheva , JNPT,India	
4	2-(Nitroimino) Imidazolidine 98% min. (NIA) CAS No. 5465-96-3	60	Nhava Sheva , JNPT,India	
5	Di Methyl Phosphoro Amidothioate 95% A.i.min.(DMPAT) (CAS No. 17321-47-0)	120	Nhava Sheva , JNPT,India	
6	2,3,3-0-0-Diethyl Thiophosphoryl Chloride 98.5%. min. (DETCL) CAS No.2524-04-1	125	Nhava Sheva , JNPT,India	
7	N-Chloro Methyl-n-Phenyl Carbomy Chloride (CPMC) CAS No. 52123-54-3	20	Nhava Sheva , JNPT,India	

3. Quality Specifications : As specified in the tender at Annex-I of tender

4. Shipment : On or before **24.09.2018** by containers with packing as specified in tender.

DECLARATION

We hereby declare that our business dealings have not been banned or suspended by

the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify

Signature of the Bidder_____

Full Name_____

Designation _____

Date_____

Seal of Company_____

PRICE BID

Tender No MMTC / PRO / HIL / 2 dt. 07.08.2018 to be filled by the bidders in Electronic or Physical Mode and submitted before 15.00hrs IST on 24.08.2018

1) Name of Bidder with Address :

2) Name of Manufacturer with Address:

3)Country of Origin:

4)Details of Lot / s offered

Lot No	Commodity	Quantity (MT) with + / - 2% qty. tolerance	Port of Discharge	Price in US \$ PMT CNFFO Discharge Port
1	2- Chloro-5-Chloromethyl Pyridine 60% with DMF Solution (CCMP) CAS No 70258-18-3	100	Nhava Sheva , JNPT,India	
2	N-(phosphonomethyl)iminodiaetic 98% min. (PMIDA) CAS No. 5994-61-6	200	Cochin Port, India	
3	Sodium salt of 3,5,6-Trichloropyridinol 87% min.(NATCP) CAS No. 37439-34-2	150	Nhava Sheva , JNPT,India	
4	2-(Nitroimino) Imidazolidine 98% min. (NIA) CAS No. 5465-96-3	60	Nhava Sheva , JNPT,India	
5	Di Methyl Phosphoro Amidothioate 95% A.i.min.(DMPAT) (CAS No. 17321-47-0)	120	Nhava Sheva , JNPT,India	
6	2,3,3-0-0-Diethyl Thiophosphoryl Chloride 98.5%. min. (DETCL) CAS No.2524-04-1	125	Nhava Sheva , JNPT,India	
7	N-Chloro Methyl-n-Phenyl Carbomy Chloride (CPMC) CAS No. 52123-54-3	20	Nhava Sheva , JNPT,India	

We confirm that all other terms including validity of our bids are as per tender and there is no deviation to the tender terms.

Name _____

Designation _____

Signature of the Bidder _____

Date _____

Company Seal _____

SECTION-II

APPENDIX-I

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be executed through Prime International Bank or First Class Bank)

On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank.

**MMTC Limited,
Core-1, Scope Complex, Lodhi Road
New Delhi 11003.**

Sir,

Whereas , **MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi 11003** (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. _____ dated _____ 2018 (hereinafter referred to as Invitation to Bids) for supply of

1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ (..... only) in favour of MMTC, New Delhi / NCR in the form of a Bank Guarantee of US\$
2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$ _____ with a validity till2018 and that the Bidder M/s.....:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the purchase contract forwarded by MMTC shall courier it within three calendar working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.
 - d) shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.
 - e) Any other conditions as stipulated by MMTC from time to time.

3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi , India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ _____. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
5. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post / Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of US\$ only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially till..... and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
11. This Guarantee is governed by the Laws of India and comes into force forthwith.
12. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

13. BG shall be issued through SFMS detail of MMTC's Banker :

Name : MMTC Limited

Bank :STATE BANK OF INDIA, BRANCH PRAGATI VIHAR, SCOPE
COMPLEX, LODI ROAD, NEW DELHI – 110 003

Swift Code No. : SBININBBH42

A/C No. : 52142903753

IFSC Code : SBIN0020511

MICR : 110004005

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank :

Value :: USD

Validity :: 2018

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be executed through Prime International Bank or First Class Bank)

On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank.

**MMTC Limited,
Core-1, Scope Complex, Lodhi Road
New Delhi 11003.**

Sirs,

- 1) WHEREAS, **MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi 11003** India (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 _____.
- 3) ANDWHEREAS at the request of the 'XX', we
.....
(Name and address of the Bank) 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 _____ 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 _____ 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 thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
- 5) The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 6) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force up till 31.01.2019.

- 7) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before2018.
- 8) 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.
- 9) This guarantee comes into force forthwith.
- 10) 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'.
- 11) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollarsonly by MMTC.
- 12) We(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 13) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 14) 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.
15. BG shall be issued through SFMS detail of MMTC's Banker :

Name : MMTC Limited
 Bank :STATE BANK OF INDIA, BRANCH PRAGATI VIHAR, SCOPE
 COMPLEX, LODI ROAD, NEW DELHI – 110 003
 Swift Code No. : SBININBBH42
 A/C No. : 52142903753
 IFSC Code : SBIN0020511
 MICR : 110004005

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2018

Yours faithfully
 For and on behalf of Bank

 (Address)
 (Banker's Seal)

Value :: USD
 Validity :: 2018

PROFORMA FOR AUTHORITY FROM MANUFACTURER/ PRODUCER

To,

Dated: _____ 2018

**The Deputy Manager ,
MMTC Limited,
Core-1, Scope Complex, Lodhi Road
New Delhi 11003.**

Dear Sir,

Sub: Global tender No. _____

We (Name & Address of the producer)an established and reputed producer of(name of the material) from(Place) owning(Name of plant) do hereby authorize M/s (Name and address of Supplier) to make an offer on our behalf, in response to this Invitation to bid:

We confirm that we have the capability to manufacture the material as per the tender specifications

No company/ firm or individual other than M/s(Name of Supplier) is authorized to represent us in regard to this business against this specific bid.

We hereby extend our full guarantee and warranty for the offered material for supply against this invitation for Bid by the above firm.

Yours faithfully,

(NAME)

for & on behalf of M/s.....
(Name & Address of the producer)

APPENDIX IV



Purchase Contract No.

Dated:

.....

This agreement is entered on between MMTC Limited, (name of the concerned RO of MMTC) India hereinafter called the **Buyer** (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the **FIRST PART** and M/s.....hereinafter

called the **Seller** (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the **SECOND PART**.

Whereas the Seller has participated in the tender no .MMTC / PRO / HIL / 2 dated 07.08.2018 & submitted offer vide and same has been accepted by the buyer

Whereas the Buyer has issued Letter of Intent (LOI) dated -----in favour of Seller for shipment,

WHEREAS the Seller has agreed to sell and the Buyer has agreed to buy from the Seller the following material on the terms and conditions hereinafter mentioned.

Now it is hereby mutually agreed and declared between the parties here to as follows:-

Clause . I Buyer agrees to buy and Seller agrees to sell :

LOT- 1

ARTICLE 1 : COMMODITY : 2- Chloro-5-Chloromethyl Pyridine 60% with DMF Solution (CCMP) CAS No. 70258-18-3
HS CODE 29333919

ARTICLE 2 : QUANTITY : **100 MT (+/-2% tolerance in quantity)**

ARTICLE 3: SPECIFICATION WITH PACKING: CCMP Content 60-62% W/W
DMF Content 38-40% W/W
Appearance Colourless to light yellow liquid free from sediments
DMF –CAS No.68-12-12
200 or 250 kg Drum(+/-2% tolerance in quantity)

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : Nhava Sheva JNPT PORT, INDIA
 ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT
 ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018**
 ARTICLE 8 PRICE PER MT

LOT - 2

ARTICLE 1 : COMMODITY : N-(phosphonomethyl) iminodiaetic Acid 98%
 min. (PMIDA)(CAS No 5994-61-6)
 HS Code 29199090
 ARTICLE 2 : QUANTITY : **200 MT(+/- 2 % quantity tolerance)**

ARTICLE 3: SPECIFICATION WITH PACKING:Content (%) : $\geq 98\%$
 NaOH(%) : $\leq 0.20\%$
 Loss on Drying (%) : ≤ 0.50
 200 or 250 kg Drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : **COCHIN PORT, INDIA**

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**
 ARTICLE 8 PRICE PER MT

LOT - 3

ARTICLE 1 : COMMODITY : Sodium salt of 3,5,6-Trichloropyridinol 87%
 min. (NATCP) CAS NO. 37439-34-2
 HS CODE 29333990
 ARTICLE 2 : QUANTITY : **150 MT(+/-2% tolerance in quantity)**

ARTICLE 3: SPECIFICATION WITH PACKING:Appearance: White to Off White powder.
 Purity by HPLC: 85% to 90%
 Moisture Content: 12% Max
 Free Alkalinity: 0.5 % Max (w/w)
 Inorganic Salt as NaCl :2.50% Max
 200 or 250 Drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : Nhava Sheva JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**
 ARTICLE 8 PRICE PER MT

LOT - 4

ARTICLE 1 : COMMODITY : 2-(Nitroimino) Imidazolidine 98% min. (NIA)
CAS NO 5465-96-3
HS CODE 29332990
ARTICLE 2 : QUANTITY : **60 MT**(+/-2% tolerance in quantity)

ARTICLE 3: SPECIFICATION WITH PACKING: Purity (GC) :98% min
Water : 0.5% Max
Appearance : White Powder
Melting Point :216-218°C
200 or 250 kg Drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : Nhava Sheva JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

ARTICLE 8 PRICE PER MT

LOT - 5

ARTICLE 1 : COMMODITY : Di Methyl Phosphoro Amidothioate 95%
A.i.min.(DMPAT) (CAS No. 17321-47-0)
HS CODE 29319090
ARTICLE 2 : QUANTITY : **120 MT**(+/-2% tolerance in quantity)

ARTICLE 3: SPECIFICATION WITH PACKING:CHEMICAL NAME : C₂H₈O₂PSN
APPEARANCE : CLEAR, OILY, LIGHT
YELLOW LIQUID WITH A PUNGENT
ODOUR
Mol. WT: 141
SPE. GRAVITY :1.26 - 1.27
Assay :95% min.
200 Ltr Drum (+/-2% tolerance in quantity)

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : Nhava Sheva JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

ARTICLE 8 PRICE PER MT

LOT - 6

ARTICLE 1 : COMMODITY : 2,3,3-0-0-Diethyl Thiophosphoryl Chloride
98.5%. min. (DETCL) CAS NO.2524-04-1

HS CODE 29209099
ARTICLE 2 : QUANTITY : **125 MT**(+/-2% tolerance in quantity)

ARTICLE 3: SPECIFICATION WITH PACKING: Purity 98.5% MIN
Appearance Colourless Clear Liquid
Acidity : $\leq 0.20\%$
Moisture: $\leq 0.20\%$
200 or 250 drum

ARTICLE 4 : ORIGIN : Foreign/Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : Nhava Sheva JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

ARTICLE 8 PRICE PER MT :
LOT - 7

ARTICLE 1 : COMMODITY : N-Chloro Methyl-n-Phenyl Carbonyl Chloride (CPMC)
CAS No 52123-54-3

HS CODE : 292499090

ARTICLE 2 : QUANTITY : **20 MT**(+/- 2%)

ARTICLE 3: SPECIFICATION WITH PACKING: Content: 85.0% min.

SPE.: (Q/CFH 11-2001)

Melting Point : $45-46^{\circ}\text{C}$

Packing : 50 kg to 200 kg plastic drum

Appearance : Light Yellow to brown crystal.

Packing : 250 Ltr. Drum

Colour : Gradually turns red when moist soluble in benzene, methylbenzene, chloroform, carbon tetrachloride and several other organic solvents.

ARTICLE 4 : ORIGIN : Foreign / Overseas Country

ARTICLE 5 : PORT OF DISCHARGE : NHAVA SHEVA JNPT PORT, INDIA

ARTICLE 6 : PORT OF SHIPMENT : ANY MAIN PORT

ARTICLE 7: SHIPMENT PERIOD : **Before 24.09.2018.**

ARTICLE 8 PRICE PER MT :

Clause II PERFORMANCE GUARANTEE:

Seller shall execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format) or through fund transfer for an amount of USD (USD Only) within 5 working days of issuance by the Buyer of signed contract by email. PBG shall be issued by a Prime International bank and advised through their Delhi/NCR Branch or through SBI Delhi. The PG Bond shall be kept valid till Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked by Buyer.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form (cash or format based) and/or, within the stipulated time, MMTC shall have the right

to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement.

Clause III. PRICE: The Buyer shall purchase and seller shall sell at price in US \$ PMT C&FFO Nhava Sheva JNPT /Cochin Port for the net quantity delivered as per specifications listed in Clause I excluding the cost of packing

Clause IV: SAMPLING AND ANALYSIS:

1. The buyer will appoint a Pre-Shipment Inspection Agency(PSI) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
2. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
3. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.
4. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
5. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/ hatches of the vessel/containers.
6. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
7. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor to be nominated by buyer at the port of loading at the time of shipment at seller's cost.

The Certificate of Sampling and Analysis shall be prepared in 6 (Six) originals, of which 3 (three) copies shall be air-mailed by the Seller to the Buyer within 5(five) days from the date of Bill of Lading in respect of the consignment and the remaining 3(Three) copies shall be submitted by the Seller along-with other shipping documents for drawing payment.

b) DISCHARGE PORT ANALYSIS:

The Buyer shall at its cost, will carry out at the discharge port sampling of the material delivered in each consignment. Such analysis report shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate/ penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the Seller at the time of shipment of each consignment to ensure that the Specifications stipulated in **Annexure –I** of the tender are to be strictly complied with.

The Buyer shall make payment towards the balance 10% of C&FFO value outside LC based on the discharge port results after adjusting the 90% provisional payment already released through LC based on load-port results.

Clause V. : Buyer will nominate load Port Inspection Agency of International repute like SGS . The costs for the Load Port Inspection Agency will be borne by the seller

Clause VI: CHARGEABLE WEIGHT : The quantity shipped will be determined as per shipping documents. Payment will be made for the net weight of the product after deducting the weight of drums.

Clause VII. TERMS OF DELIVERY:

Delivery is the essence of this Contract. The contracted goods will be shipped on board on or **before 24.09.2018**.

Clause VIII: PAYMENT TERMS :

The payment of the price of the MATERIAL delivered by the Seller shall be made by the Buyer in US Dollars by an Irrevocable Letter of Credit or against CAD ..

a) 90% of the invoice value of the material at sight on presentation of the following Load-port documents.

- i) 3/3 sets of original Clean Shipped on Board Bill(s) of Lading for the quantity shipped in containers made out " To order " and blank endorsed marked Notify "MMTC Limited,(address of MMTC)". The Bills of Lading to be issued by Ocean Lines/Master/Agents only. House BLs or any other BLs are not acceptable
- ii) Original Bill(s) of Lading marked "Freight Pre-paid" is required. Bill of Lading should also stipulate that 14 days free time is allowed
- iii) Signed Commercial Invoice - in Triplicate (3 sets).
- iv) 3/3 quantity-wise Certificate of Sampling and Analysis issued by independent inspection agency clearly specifying that the sampling and analysis pertains to the material shipped. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Article 3 of this contract.
- v) Certificate of Weight issued by an Independent Inspection Agency at Load Port.
- vi) Certificate of Origin issued by recognized Chamber of Commerce of exporting country (3/3).
- vii) Scanned copy of Seller's shipping documents by e-mail (Email Id: pgt@mmtclimited.com, vijae@mmtclimited.com) pre-shipment and post-shipment advice of shipment to the Buyer have been sent through Courier Service directly to the Buyer at MMTC Limited , Core 1 Scope Complex Lodi Road New Delhi within 3 (three) days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.
- viii) Copy of Seller's by e-mail advice of shipment to the Buyer referred to in triplicate detailing documents mentioned at (i) to (vii) above.

b) The Invoices so raised by Seller should follow provisions of contract.

- c) Balance 10% **C&F(FO)** value shall be made outside the LC as per the discharge port sampling, analysis and weight after making necessary price adjustments for variations.
- d) All bank **charges at** the Seller's Country shall be borne and paid for by the Seller. All bank charges at the Buyer's country shall be borne and paid for by the Buyer. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the Seller. L/C shall provide for 90% payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.
- e) Negotiation of documents under reserve is not acceptable.
- f) All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith, will be for the Buyer's account. In case the Seller desires any amendment, the expenses shall be for the Seller's account.
- g) Documents presented within the validity of L/C shall be acceptable.
- h) Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.
- i) L/C to be valid for **negotiation for 21 days after shipment**. However original documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port**.
- j) Within **3 (three) working days** from the date of Bill of Lading, the Seller shall send through Courier Service, direct to the **MMTC Limited , Core-1, Scope Complex, Lodhi Road New Delhi 11003.** addressed to Mr Vijaykumar N Deputy Manager MMTC Limited Core 1 Scope Complex Lodi Road New Delhi 110 003 ,the following documents :
1. Three non-negotiable copies of Bill of Lading.
 2. Three signed copies of Commercial Invoice.
 3. Three copies of the Certificate of Sampling and Analysis at loadport.
 4. Three copies of the Certificate of Weight at loadport.
 5. Three copies of Certificate of Origin.
 6. One Copy of Seller's e-mail advice of shipment to the Buyer.
- k) The Seller shall **email** copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Weight Certificate, Seller's Certificate and Seller's shipment advice to the Buyer at e-mail pgt.@mmtclimited.com; vijae@mmtclimited.com; **within 3 days** from the Bill of Lading Date..
- l) The Invoices so raised by Seller should follow provisions of contract.

Clause IX: SHIPPING TERMS:

Shipment to be made in 20 feet / 40 feet containers on C&F (FO) basis .

Clause X: INSURANCE:

Insurance shall be covered by the Buyer. However, the Seller will have to give details, as required by Insurance Company, as pre-shipment advice minimum 2 (two) working days before commencement of stuffing, containing detail such as quantity to be shipped, total value, name of vessel, port of loading etc This will be followed by post-shipment containing detail of actual shipment made within **24 hours of B/L date** to the Buyer by e-mail positively confirming that the loaded Vessel and Cargo are in good & sound condition along-with information & documents as mentioned in 'Shipping terms' per **Annexure-III**.

Clause XI: LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the Seller and the Buyer that the Buyer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Buyer is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Seller expressly agrees, acknowledges and understands that the Buyer is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed *that* the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Seller hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this tender.

Clause XII: TAXES & DUTIES:

The Seller shall be entirely responsible for export duty, all taxes, Stamp duties, License fees and other such levies imposed outside the Buyer's country.

Clause XIII: EXPORT LICENCE :

It shall be the responsibility of the Seller to obtain the requisite Export License and comply with other relevant laws of his country for export of the material and he shall keep the Buyer indemnified for any losses which accrue to the Buyer because of any defect therein.

Clause XIV: RISK PURCHASE:

In case the Seller fails to provide the material for delivery by the time agreed upon or should the Seller in any manner or otherwise fail to perform the agreement, the Buyer shall have the right to get the material from alternative sources, at the risk and cost of the Seller. The purchase of the material from alternative sources as stated hereinabove may be either for whole or part of the contracted quantity. The Buyer shall have the right to recover the difference in prices by invoking the performance guarantee.

Clause XV: LIQUIDATED DAMAGES:

In the event seller fails to effect shipment as per agreed shipment schedule as per clause I of this Purchase contract , the buyer is entitled to a penalty for each day of delayed shipment upto maximum of 15 days (after expiry of contractual shipment period specified in Article 8 of Clause I of Purchase contract) of US\$ 5.00 PMT per day subject to a maximum of **two week from the last date of shipment.** . Penalty for delayed shipment should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Performance Guarantee will be invoked and forfeited. The supplier failing to supply contracted quantity in terms of this contract will also be liable to be barred from participation in subsequent five tenders for import of chemicals. Such liquidated damages shall not apply to any period of extension granted by the Buyer under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 5% of the value of the material in that shipment. Delivery of the material after the expiry of contractual delivery period shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of Buyer's right to levy liquidated of any defect therein.

Clause XVI: GENERAL CONDITIONS

16.1. The supplies of the MATERIAL shall be as per the guaranteed specifications.

16.2. Utmost precaution shall be exercised by the Seller at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Buyer reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.

Clause XVII: FORCE MAJEURE

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war , hostility , military operations, civil commotion, sabotage ,quarantine, restrictions ,acts of GOD and acts Government(including but not restricted to prohibitions of exports and import),fires, floods , explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during he time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries

If operation of such circumstances exceed three months , either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages .

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract . Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract.

Clause XVIII: Termination

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD and Performance Guarantee. MMTC also has the right to place the defaulting bidder on Holiday list /blacklist. MMTC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such termination of the contract.

Clause XIX: ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The seat for Arbitration shall be New Delhi.

Clause XX: Jurisdiction

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the Laws of India.

Clause XXI: HOLIDAY LISTING:

“Notwithstanding anything contained in this agreement. MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

All terms as per tender no MMTC/PRO/HIL/1 dated .03.07.2018 will form part of this contract.

BUYER**SELLER**

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 has appointed SHRI D R S CHAUDHARY, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,
NEW DELHI – 110 003.

Email id : dilip.chaudhary@icloud.com

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s) / Vendor(s) / Bidder(s)

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

- a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
 - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) / Vendor(s) / Bidder(s)

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.

2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s) / Vendor(s) / Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.

4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the

reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
(For & on behalf of MMTC)
(Office Seal)

.....
(For & on behalf of Buyer/Vendor/Bidder)
(Office Seal)

Place :
Date :

Witness 1 :
Name :
Address :

Witness 2 :
Name :
Address :