

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2018-19/1 DATED 29.08.2018, FOR SUPPLY
OF MOP IN BULK

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

1	COMMODITY	MURIATE OF POTASH(MOP) IN LOOSE BULK CONFIRMING TO INDIAN FCO IN RED/PINK/WHITE COLOUR ONLY
2	QUANTITY	<ol style="list-style-type: none"> 25000 MT +/- 10% IN BULK CFR CHENNAI INDIA BASIS FIRM WITH DISCHARGE OF 3,000 MT PWWDSHEX EIU BASIS 5 HATCHSES PRO RATA FIRM QUANTITY IN PINK/ RED COLOUR 30,000 MT +/-10% MUNDRA, PIPAVAV, TUNA OR ANY OTHER SAFE PORT OF WCI WITH DISCHARGE RATE OF 10,000 MT PWWD SHEXEIU FIRM IN PINK/WHITE COLOUR 30,000 MT +/-10% KAKINADA, VIZAG OR ANY OTHER SAFE PORT OF ECI WITH DISCHARGE RATE OF 10,000 MT PWWD SHEXEIU FIRM IN PINK/WHITE COLOUR 200,000 MT +/- 10% IN BULK CFR WCI/ECI OPTIONAL AT BUYERS OPTION
3	SHIPMENT SCHEDULE	WITHIN 15 DAYS FROM THE DATE OF ISSUE OF LOI (ARRIVAL OF CARGO REQUIRED AT DISCHARGE PORT WITHIN 30 DAYS FROM THE DATE OF SHIPMENT
4.	MANUFACTURER CERTIFICATE/ SUPPORT LETTER	SUPPLIER MUST SUBMIT THE MANUFACTURER CERTIFICATE/SUPPORT LETTER ALONG WITH MANUFACTURERS PRODUCTION CAPACITY OF THE PRODUCT TO MMTC AT THE TIME OF SUBMISSION OF TENDER. SUPPLIER MUST ALSO MENTION LOAD PORT AND LOAD RATE FROM WHERE VESSEL SHALL BE LOADED.
5	ORIGIN	TO BE INDICATED BY BIDDERS.
6	SPECIFICATIONS:	<p>AS PER INDIAN FCO MOISTURE % BY WEIGHT, MAXIMUM : 0.5 WATER SOLUBLE POTASH CONTENT (AS K₂O) %MINIMUM : 60</p> <p>WEIGHT MINIMUM (POTASSIUM OXIDE) SODIUM AS NaCl % BY WEIGHT (ON DRY BASIS), MAXIMUM : 3.5</p> <p>PARTICLE SIZE -MINIMUM 65% OF THE MATERIAL SHALL PASS THROUGH 1.7 MM IS SEIVE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AD GRIT. TOLERANCE LIMITS SHALL BE AS PER FCO. CRYSTALLINE FREE FLOWING PINK/RED/WHITE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AND GRIT.</p>
7	DISCHARGE RATE	<ol style="list-style-type: none"> CHENNAI PORT 3000 MT PWWDSHEXEIU, VESSEL NOMINATED BY THE SELLER WILL HAVE TO BE ACCEPTED BY THE BUYER BEFORE THE VESSEL IS FIXED FIRM. THE VESSEL SHOULD CONFORM TO THE CHENNAI PORT TRUST SPECIFICATIONS FOR DRAFT (11 M), BEAM (32.3 M) & LOA (246 M). THE ABOVE DISCHARGE RATES APPLICABLE PER WEATHER WORKING DAY (PWWD) BASIS 4 OR MORE AVAILABLE/WORKABLE HOLDS/HATCHES, PRO-RATA IF LESS. MUNDRA, PIPAVAV, TUNA OR ANY OTHER SAFE PORT OF WCI

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		<p>WITH DISCHARGE RATE OF 10,000 MT PWWD SHEXEU FIRM</p> <p>3. KAKINADA, VIZAG OR ANY OTHER SAFE PORT OF ECI WITH DISCHARGE RATE OF 10,000 MT PWWD SHEXEU FIRM</p>
8	PRICE	<p>BIDDERS SHALL QUOTE IN USD ON CFR BASIS FOR DISCHARGE PORT.</p> <p>THE PRICE SHOULD BE INCLUSIVE OF AGENCY COMMISSION, IF ANY, INDICATING THE PERCENTAGE OF AGENCY COMMISSION. THE INVOICE SHOULD EXCLUDE AGENCY COMMISSION AND CAN BE CLAIMED SEPARATELY THRU DEBIT NOTE.</p> <p>THE PRICE SHOULD BE QUOTED FOR 180 DAYS CREDIT FROM THE B/L DATE SEPARATELY. IF THE VENDOR OFFERS BID LESS THAN 180 DAYS, FOR THE DIFFERENTIAL CREDIT PERIOD INTEREST CALCULATION OF 6 MONTHS LIBOR (ON THE DATE OF PRICE BID OPENING) PLUS 300 BASIS POINTS WILL BE LOADED FOR ARRIVING L1. PAYMENT WILL BE MADE BY LETTER OF CREDIT (L/C) / COMFORT LETTER AGAINST PRESENTATION OF SHIPPING DOCUMENTS.</p> <p>TAXES AND DUES IF ANY PAYABLE OUTSIDE INDIA SHALL BE TO SUPPLIERS ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT.</p> <p>DEVIATION IN SHIPPING TERMS VIZ. DISCHARGE RATE, NOR, NUMBER OF HATCHES ETC, SHALL BE LOADED SUITABLY</p> <p>FRANCHISE DISCOUNT PERCENTAGE (%) ON THE B/L QUANTITY TO BE SPECIFIED</p>
9	INSURANCE	<p>THE BUYER SHALL ARRANGE AT HIS OWN COST FOR MARINE INSURANCE FOR THE PRODUCT. IF THE VESSEL EMPLOYED IS ABOVE 15 YEARS OLD, THE EXTRA INSURANCE PREMIUM PAID BY THE BUYER SHALL BE REIMBURSED BY THE SELLER WITHIN 60 DAYS FROM THE DATE OF THE CLAIM BY THE BUYER AGAINST THE INSURANCE COMPANY'S CERTIFICATE/BILL IN ORIGINAL AND ORIGINAL LETTER OF CLAIM FROM THE BUYER. SUCH CLAIM TO BE SENT BY THE BUYER TO THE SELLER, WITHIN 60 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE.</p> <p>HOWEVER THE VESSEL AGE SHOULD NOT BE MORE THAN 20 YEARS OLD.</p>
10	PAYMENT	<p>BY LETTER OF CREDIT CONFIRMED THROUGH A PRIME BANK IN INDIA / COMFORT LETTER ON 181ST DAY FROM THE DATE OF BILL OF LADING, AFTER AVAILING THE 180 DAYS CREDIT FROM THE DATE OF BILL OF LADING, ON PRESENTATION OF THE FOLLOWING DOCUMENTS IN FULL SET:</p> <p>1. ORIGINAL 3+3 NON-NEGOTIABLE COPIES OF CLEAN BILL OF</p>

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		<p>LADING</p> <ol style="list-style-type: none"> 2. CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONG WITH 4 COPIES 3. CERTIFICATE OF ORIGIN ISSUED BY RECOGNIZED CHAMBER OF COMMERCE IN ORIGINAL + 3 COPIES 4. CERTIFICATE OF INSPECTION TO BE CERTIFIED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT SHOWING MATERIAL SUPPLIED UNDER CONTRACT AS QUANTITY, QUALITY IN ORIGINAL WITH 6 NON- NEGOTIABLE COPIES 5. FOUR COPIES OF STOWAGE PLAN 6. ORIGINAL LOAD PORT SURVEY REPORT 7. CERTIFICATE FROM THE SELLER TO THE EFFECT THAT ABOVE REFERRED DOCUMENTS HAVE BEEN DISPATCHED BY THE SELLER TO THE BUYER THROUGH AN REPUTED COURIER OR REGISTERED AIRMAIL WITHIN SEVEN DAYS OF SAILING OF THE VESSEL, ALONG WITH ORIGINAL POSTAL/COURIER RECEIPT OF SUCH DISPATCH <p>THE PAYMENT WILL BE MADE EQUIVALENT INDIAN RUPEES BASED ON THE RUPEES-DOLLAR EXCHANGE PARITY AS PER THE RESERVE BANK OF INDIA REFERENCE RATE PREVAILING ON DUE DATE OF PAYMENT PER TENDER.</p> <p>CHARGES FOR ESTABLISHING LC AND BANK CHARGES IN THE COUNTRY OF BUYER SHALL BE TO THE BUYER'S ACCOUNT. THE LETTER OF CREDIT EXTENSION AND AMENDMENT CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/AMENDMENT.</p> <p>IF THE DUE DATE HAPPENS TO BE A BANK HOLIDAY, PAYMENT WILL BE MADE ON THE NEXT WORKING DAY.</p> <p>IT IS EXPRESSLY AGREED BY SELLER THAT DURING THE TENURE OF THIS CONTRACT, IF THE PRICE OF THE PINK/RED MOP CONTRACTED BY ANY OF THE SUPPLIER TO INDIAN MARKET, BECOMES LOWER THAN THE PRICE AGREED UPON IN THE FINAL CONTRACT AGAINST THIS TENDER, SUCH CONTRACTED LOWER PRICE SHALL BE APPLICABLE FOR THE SHIPMENT IN THE RELEVANT PERIOD.</p> <p>ALL BANK CHARGES OUTSIDE INDIA SHALL BE TO THE ACCOUNT OF THE SELLER.</p>
11	INSPECTION BEFORE/AFTER SHIPMENT- ALLOWANCES	<p>a) IT SHALL BE THE PRIMARY RESPONSIBILITY OF THE SELLER TO ENSURE THAT THE MATERIAL LOADED CONFORMS TO THE SPECIFICATIONS. MMTC/ITS BUYER RESERVE THE RIGHT AT ITS OPTION TO HAVE THE MATERIAL INSPECTED BEFORE SHIPMENT WITH REGARD TO QUALITY AND SPECIFICATION. THE SELLER SHALL</p>

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		<p>TENDER THE MATERIAL FOR INSPECTION BY THE AGENCY TO BE NOMINATED BY MMTC/ITS BUYER. THE SELLER SHALL ARRANGE INSPECTION BY INDEPENDENT INTERNATIONALLY REPUTED SURVEYORS AT LOAD PORT. THE CERTIFICATE OF INSPECTION SO OBTAINED BY THE SELLER TO THE EFFECT THAT THE MATERIAL IS IN ACCORDANCE WITH THE SPECIFICATION LAID DOWN IN THE CONTRACT SHALL ACCOMPANY THE SHIPPING DOCUMENTS.</p> <p>b) THE WEIGHT SHOULD BE DETERMINED BY CONDUCTING DRAFT SURVEY BEFORE LOADING OF CARGO AND AFTER COMPLETION OF THE LOADING OF THE CARGO THROUGH AN INDEPENDENT SURVEYOR AT SELLER'S COST. BILL OF LADING AND INVOICE WILL SHOW DRAFT SURVEY WEIGHT.</p> <p>c) DISPORT JOINT DRAFT SURVEY QUANTITY SHALL BE FINAL. IN THE EVENT OF ONE OR MORE SURVEYORS NOT SIGNING THE JOINT DRAFT SURVEY REPORT AT DISPORT FOR ANY REASON WHATSOEVER, FOR THE DETERMINATION OF THE ACTUAL QUANTITY DISCHARGED AT DISPORT, THE DRAFT SURVEY REPORT OF THE RECEIVER'S SURVEYOR SHALL BE FINAL AND BINDING ON THE PARTIES.</p> <p>d) MMTC/ITS BUYER SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF DISCHARGE THROUGH CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE, FARIDABAD.</p> <p>THE QUALITY SO DETERMINED BY CFQC&TI, FARIDABAD FROM THE DISCHARGE PORT SAMPLE SHALL BE FINAL AND BINDING ON THE SELLER.</p> <p>e) THE SELLER, IF SO DESIRES, CAN NOMINATE HIS REPRESENTATIVE TO SUPERVISE THE DRAFT SURVEY AND DRAWAL OF SAMPLES AT THE DISCHARGE PORT AT HIS OWN EXPENSE.</p> <p>f) ALL EFFORTS WILL BE MADE TO FINALISE THE ACCOUNTS WITHIN 90 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE OF CARGO.</p>
12	QUANTITY & QUALITY	<p>THE PAYMENT FOR SHORT LANDED QUANTITY EXCEEDING 0.25% OF B/L QUANTITY PER DISPORT JOINT DRAFT SURVEY SHALL BE COMPENSATED BY THE SELLER TO MMTC/ITS BUYER. THE AMOUNT OF PENALTIES LEVIED ON ACCOUNT OF DEVIATION IN QUALITY</p>

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		(NUTRIENTS, MOISTURE AND PARTICLE SIZE) ON THE BASIS OF DISCHARGE PORT ANALYSIS AS PER NORMS OF PENALTY FOR QUALITY DEVIATIONS IN ANNEXURE NO. V VIS-A-VIS SPECIFICATIONS IN THE CONTRACT WOULD BE RECOVERED, WITHOUT ANY DEMUR FROM THE SELLER.
13	VALIDITY OF OFFER	OFFER SHALL BE VALID FOR A PERIOD OF 20 DAYS FROM THE DUE DATE OF TENDER OPENING AND SHALL NOT BE WITHDRAWN BY THE PARTY DURING ITS VALIDITY FOR FIRM QUANTITY AND NEGOTIABLE FOR OPTIONAL QUANTITY
14	EMD	ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND PRODUCER SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 2% OF CONTRACT VALUE.
15	BID SUBMISSION DATE	<p>BIDS SHALL BE SUBMITTED ON A TWO-PART BASIS, PART A (TECHNO COMMERCIAL) AND PART B (PRICE BID).</p> <p>DUE DATE / TIME FOR SUBMISSION OF BIDS: 07/09/2018 - 1100 HRS IST.</p> <p>DUE DATE/ TIME FOR OPENING OF BIDS: 07/09/2018 - 1115 HRS IST</p>
16	SECURITY DEPOSIT	THE SELLER SHALL FURNISH SECURITY DEPOSIT AT EQUIVALENT TO 2% OF THE TOTAL ORDER VALUE WITHIN 10 DAYS FROM THE DATE OF LETTER OF INTENT BY BANK GUARANTEE AS PER PROFORMA ATTACHED. BANK GUARANTEE SHALL BE KEPT VALID FOR A MINIMUM PERIOD OF 6 MONTHS, WITH A FURTHER CLAIM PERIOD OF 6 MONTHS. VALIDITY SHALL BE FURTHER EXTENDED ON DEMAND AS PER TERMS OF OUR BG PROFORMA.
17	SHIPPING DOCUMENTS	<p>IMMEDIATELY ON SAILING OF A VESSEL, THE SUPPLIER SHALL ADVISE BUYER BY EMAIL / COURIER SERVICE AND ALSO BY FAX, THE NAME OF THE VESSEL, B/L DETAILS, DATE OF SAILING, QUANTITY SHIPPED AND INVOICE VALUE.</p> <p>SIMULTANEOUSLY, SUPPLIER SHALL DISPATCH DIRECTLY TO BUYER, TWO NON-NEGOTIABLE SETS OF FOLLOWING DOCUMENTS THROUGH COURIER AS PER CLAUSE 10.0 OF GTC:</p> <p>I) CLEAN BILL OF LADING MARKED "FREIGHT PREPAID" OR "FREIGHT PAYABLE" AS PER C/P.</p> <p>II) CERTIFIED COMMERCIAL INVOICE.</p> <p>III) MANUFACTURER CERTIFICATE THAT THE VESSEL HAS BEEN SUPPLIED WITH PRODUCT MANUFACTURED BY THEM.</p> <p>IV) CERTIFICATE OF ORIGIN.</p> <p>V) DRAFT SURVEY REPORT & CERTIFICATE OF WEIGHT.</p> <p>VI) CERTIFICATE OF QUALITY & INSPECTION.(FOR CARGO SHIPPED FROM IRANIAN PORT, INSPECTION AGENCY HAVING VALID AUTHORIZATION FROM IRANIAN NATIONAL STANDARDIZATION ORGANIZATION)</p> <p>VII) SUPPLIER CERTIFICATE</p>

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		<p>VIII) COPY OF INTIMATION TO OUR UNDERWRITERS FOR INSURING THE CARGO AS PER SHIPPING ADVICE.</p> <p>IX) STOWAGE PLAN.</p> <p>X) CERTIFICATE OF SAMPLING</p> <p>XI) CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE FOLLOWING DOCUMENTS HAVE BEEN DESPATCHED BY THE SELLER TO THE BUYER THROUGH AN REPUTED COURIER OR REGISTERED AIRMAIL WITHIN SEVEN DAYS OF SAILING OF THE VESSEL, ALONG WITH ORIGINAL POSTAL/ COURIER RECEIPT OF SUCH DISPATCH.</p>
18	NOR AND COMMENCEMENT OF LAY TIME	<p>NOR</p> <p>AFTER ARRIVAL OF THE VESSEL AT THE CUSTOMARY ANCHORAGE AT THE PORT OF UNLOADING, THE MASTER OR HIS AGENT SHALL GIVE BUYER OR HIS AGENT NOTICE CONFIRMING THAT THE VESSEL IS IN ALL RESPECTS READY TO DISCHARGE THE PRODUCT. IF NOTICE OF READINESS IS TENDERED AND ACCEPTED BEFORE 12.00 NOON THE LAY TIME WILL COMMENCE FROM 1400 HRS, IF NOR IS TENDERED AND ACCEPTED IN THE AFTERNOON THE LAY TIME WILL COMMENCE NEXT DAY AT 0800 HRS.</p> <p>HOWEVER, WHEN DELAY IS CAUSED TO VESSEL GETTING INTO BERTH GIVING NOTICE OF READINESS FOR ANY REASON OVER WHICH BUYER HAS NO CONTROL, SUCH AS NON-AVAILABILITY OF TIDE, THE VESSEL NOT CONFORMING TO THE LIMITATIONS AT THE DISCHARGE PORT ETC., AND SUCH DELAY SHOULD NOT COUNT AS USED LAY TIME. ANY DELAY DUE TO BREAKDOWN OR INABILITY OF VESSELS FACILITIES TO DISCHARGE THE PRODUCT WITHIN THE TIME ALLOWED SHALL NOT COUNT AS USED LAY TIME.</p> <p>LAY TIME</p> <p>a) THE CARGO SHALL BE DISCHARGED AS PER SERIAL NO.7- DISCHARGE RATE FOR SINGLE DECKER VESSEL WITH 5 OR MORE HATCHES, PER WEATHER WORKING DAY OF 24 CONSECUTIVE HRS. SATURDAY, SUNDAY AND HOLIDAYS EXEMPTED EVEN IF USED, PROVIDED THE VESSEL CAN RECEIVE AND DELIVER AT THESE RATES. THE LAY TIME SHALL NOT COUNT ON SATURDAY, SUNDAY AND UP TO 0800 HRS. ON MONDAY AND NOT BETWEEN 1700 HRS. ON THE LAST WORKING DAY PROCEEDING PORT TRUST HOLIDAY AND 0800 HRS. ON THE FIRST WORKING DAY THEREAFTER EVEN IF USED UNLESS THE VESSEL IS ALREADY ON DEMURRAGE. RECEIVERS HAVE THE RIGHT TO WORK DURING EXCEPTED PERIODS, SUCH TIME USED NOT TO COUNT AS LAY-TIME.</p> <p>IN CASE VESSEL IS NOT ACCEPTED THE REASON AND CONSEQUENCES THEREOF SHALL BE MUTUALLY</p>

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		<p>DISCUSSED AND SETTLED. CALCULATIONS OF DEMURRAGE/ DESPATCH WILL BE SETTLED BETWEEN BUYER AND SELLER WITHIN A PERIOD OF 60 DAYS AFTER THE DATE OF COMPLETION OF DISCHARGE.</p> <p>b) RIGGING GANG EMPLOYED AT DISCHARGE PORT TO BE ON VESSEL OWNER'S ACCOUNT.</p> <p>c) SELLER SHALL ARRANGE FOR CHARTING OF SUITABLE GEARED SINGLE DECK VESSEL TO ENSURE DISCHARGE AS INDICATED ABOVE. VESSEL TO HAVE TEST CERTIFICATE COVERING VESSEL'S GEAR IN ACCORDANCE WITH INTERNATIONAL DOCK SAFETY CONVENTION, VALID FOR THE DURATION OF THE CHARTER. VESSEL IS GUARANTEED SUITABLE FOR GRAB DISCHARGE AND NO CARGO IS TO BE LOADED IN TWEEN DECKS, DEEP TANKS, WING TANKS, OR BUNKER SPACES OR OTHER SPACES INACCESSIBLE TO GRABS. THE MASTER TO HAVE LIBERTY IN LOADING SUCH SPACES FOR THE PURPOSES OF STABILITY OF THE VESSEL BUT ANY EXTRA EXPENSES INCURRED BY REASON OF LOADING AND DISCHARGING FROM SUCH SPACES NOT EASILY ACCESSIBLE ARE TO BE ON OWNER'S/SELLER ACCOUNT AND LAY TIME ADMISSIBLE SHALL BE CALCULATED AT HALF THE SPECIFIED DISCHARGE RATE FOR THE CARGO LOADED IN INACCESSIBLE AREAS.</p> <p>THE VESSEL SHALL THROUGHOUT THE DURATION OF DISCHARGING GIVE FREE USE OF THE VESSEL CARGO HANDLING GEAR AND CRANE, AND SUFFICIENT MOTIVE POWER TO OPERATE ALL SUCH CARGO HANDLING GEAR AND CRANE. TIME LOST BY BREAKDOWN OF THE VESSEL CARGO HANDLING GEAR AND CRANE OR MOTIVE POWER- PRO RATA SHALL BE APPLIED FOR LAY TIME CALCULATION.</p> <p>d) VESSEL TO BE LEFT IN SEAWORTHY TRIM TO SHIFT BETWEEN PORT AND BERTHS TO MASTER'S SATISFACTION AT OWNER'S/SELLER EXPENSE.</p> <p>e) VESSEL OWNERS UNDERTAKE THAT THE VESSEL'S ARRIVAL DRAFT AT THE DISCHARGE PORT NOT TO EXCEED 33 FT. SALT WATER. IN CASE OF LIGHTENING OVER 33 FT. DRAFT ARRIVAL, SAME WILL BE TO VESSEL OWNER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAY TIME.</p> <p>f) THE SELLER TO GUARANTEE THAT TO DISCHARGE OF CARGO, THE VESSEL SHOULD BE SELF-GEARED BULK CARRIER FITTED WITH MINIMUM FOUR CRANES OF 25 MT SWL EACH WITH A MINIMUM OUT REACH OF NINE</p>
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		<p>(9.0) METER AND SUITABLE FOR GRAB DISCHARGE. USE OF SHORE CRANES IS OPTIONAL. THE VESSEL SHOULD BE ABLE TO SUPPLY SUFFICIENT POWERS TO OPERATE ALL CRANES AND LOADED GRABS SIMULTANEOUSLY.</p> <p>g) VESSEL OWNERS ARE TO GIVE THE NAMES OF THE AGENTS AT DISCHARGE PORT TO MMTc BY EMAIL WITHIN 48 HRS. OF COMPLETION OF LOADING OF CARGO AT LOAD PORT.</p> <p>h) THE SELLER SHALL PAY TO BUYER DESPATCH MONEY AT THE RATE, AS MENTIONED IN THE CHARTER PARTY PER DAY AND PRO-RATA FOR PART OF A DAY FOR WORKING TIME SAVED IN DISCHARGING. ED. PAYMENT OF DESPATCH MONEY SHOULD BE MADE BY SELLER TO BUYER WITHIN 60 DAYS OF COMPLETION OF DISCHARGE OF CARGO. IF, HOWEVER, DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY ANY REASON OVER WHICH BUYER HAVE NO CONTROL INCLUDING BUT NOT LIMITED TO FIRE, EXPLOSION, STORM OR BY STRIKE, LOCKOUT, OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE SHALL BE PAYABLE</p> <p>i) IT IS AGREED THAT RECEIVER OR RECEIVER'S AGENT SHALL SIGN THE STATEMENT OF FACTS AND OTHER CUSTOMARY DOCUMENTS TOGETHER WITH THE MASTER OF VESSEL AND SHIP'S AGENTS.</p> <p>j) THE SELLER UNDERTAKES TO ADVISE BUER BY EMAIL THE NAME OF THE VESSEL, THE TOTAL QUANTITY LOADED, DATE OF VESSEL DEPARTURE, SPEED, ESTIMATED DRAFT FORE AND AFT, EXPECTED DATE OF ARRIVAL AT THE INDIAN PORT, FULL NAME AND POSTAL ADDRESS OF THE OWNERS OF THE VESSEL AND POSTAL ADDRESS OF THEIR AGENTS IN INDIA EXPEDITIOUSLY.</p> <p>k) SELLERS ARE TO ENSURE THAT LIBERTIES, VICTORIES AND OTHER WAR BUILT VESSELS ARE AVOIDED FOR THE SHIPMENT OF CARGO. THEY SHOULD NOT CHARTER VESSELS OF MORE THAN 15 YEARS AGE. IN CASE OF NECESSITY OF CHARTERING VESSELS OLDER THAN 15 YEARS THE SELLERS SHALL TAKE THE PRIOR APPROVAL OF BUYER. THE OVER-AGE INSURANCE PREMIUM SHALL BE TO THE ACCOUNT OF THE SELLER. HOWEVER THE SUPPLIER SHALL ENSURE THAT THE VESSEL EMPLOYED IS NOT MORE THAN 20 YEARS OLD.</p> <p>l) THE VESSEL SHOULD BE SINGLE DECKER AND SHOULD HAVE HYDRAULIC HATCH COVER.</p>
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		FOR ANY RELAXATION OF THE ABOVE CONDITIONS, PRIOR APPROVAL SHOULD BE OBTAINED FROM BUYER.
19	DEFAULT	<p>IN THE EVENT OF FAILURE TO SAIL THE VESSEL FROM LOAD PORT WITHIN THE TIME STIPULATED, IT IS AGREED THAT MMTC/ITS BUYER 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. MMTC/ ITS BUYERSHALL ARE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF 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 MMTC/ ITS BUYER SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. MMTC/ ITS BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF PG BOND.</p> <p>III) TO RECOVER AS LIQUIDATED DAMAGES FOR THE DELAY IN SAILING OF VESSEL FROM LOAD PORT AND FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL SAILING PERIOD UNTIL ACTUAL DELIVERY, A SUM EQUIVALENT TO 1% PER WEEK OR PART THEREOF FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY. ANY CLAIM AMOUNT IN EXCESS OF PG BOND TO BE SETTLED DIRECTLY BY SELLER TO BUYER THROUGH CREDIT NOTE OR THROUGH RTGS WITHIN 15 DAYS FROM THE DATE OF CLAIM.</p> <p>MMTC/ ITS BUYER ALSO RESERVE THE RIGHT TO CLAIM THE LD AMOUNT DIRECTLYFROM LC PAYMENT.</p>
20	FORCE MAJEURE	<p>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 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</p>

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		<p>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/ITS BUYER ARE PREVENTED FROM PERFORMING THE CONTRACT, MMTC/ ITS BUYER SHALL INFORM THE SUPPLIER WITHIN 15 DAYS OF OCCURRENCE OF SUCH FORCE MAJEURE CONDITIONS ACCOMPANIED BY CERTIFICATE ISSUED BY CHAIRMAN & MANAGING DIRECTOR OF MMTC/ITS BUYER.</p> <p>V) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.</p>
21	TITLE AND RISK	TITLE TO THE GOODS AND RISK SHALL PASS FROM SELLER TO MMTC/ ITS BUYER AS PER INCOTERMS 2000, AS AMENDED FROM TIME TO TIME.
22	AMENDMENT OF THE PURCHASE ORDER	ANY AMENDMENT OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE MADE IN WRITING WITH THE CONCURRENCE OF THE SELLER, WHERE REQUIRED.
23	LAW	<p>THE GOVERNING LAW FOR THIS PURCHASE ORDER SHALL BE INDIAN LAW. THE PROPER LANGUAGE OF THE PURCHASE ORDER SHALL BE ENGLISH. THE SELLER AGREES TO SUBMIT HIMSELF TO THE JURISDICTION OF INDIAN COURTS OF LAW.</p> <p>SELLER WARRANTS THAT THE GOODS ARE FREE AND CLEAR OF LIENS AND ENCUMBRANCES AND THAT HE HAS GOOD AND MARKETABLE TITLE TO THE SAME.</p>
24	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."
25	GENERAL TERMS AND CONDITION	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>II. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p>

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		<p>III. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MMTC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>V. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>VI. OFFERS ARE TO BE SUBMITTED IN TWO BID SYSTEM I.E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATION, DISCHARGE PORT, SHIPMENT PERIOD, ETC, ALONG WITH AUTHORITY LETTER. THE SECOND I.E. THE COMMERCIAL BID SHOULD CONTAIN DETAILS OF PRICE OFFERED.</p> <p>VII. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND PRODUCERS, SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 2% OF CONTRACT VALUE.</p> <p>VIII. ALL NEW SUPPLIERS EXCEPT PRODUCERS (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&B, CRISIL, MOODY'S OR STANDARD POOR CREDIT RATING REPORT NOT OLDER THAN ONE YEAR. THE REPORT RATING NEEDS TO BE MINIMUM SATISFACTORY OR EQUIVALENT FOR CONSIDERATION.</p> <p>IX. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</p> <p>X. THE INDEPENDET EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED QUERY/ COMPLAIN ONLY. THE INDEPENDENT EXTERNAL MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO: SHRI D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT dilp.chaudhary@icloud.com</p> <p>XI. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON</p>
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		<p>07.09.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mmtc.abcpurchase.com/ BIDDERS NEEDED TO SUBMIT THEIR BID BOND PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTc LIMITED, FERTILIZER DIVISION, SECOND FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI 110003 BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE. BIDDERS MAY SUBMIT SUPPORTING DOCUMENTS THROUGH PHYSICAL MODE AS WELL.</p> <p>XII. CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTIONS/ E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.</p>
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ANNEXURE-I

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

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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

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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.

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- 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

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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)

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1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S) WITH CONFIDENTIALITY.
4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.

8. THE WORD "IEM" WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTc.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTc, I.E. NEW DELHI.
2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.
4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

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.....

(FOR & ON BEHALF OF MMTC)

(OFFICE SEAL)

.....

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

(OFFICE SEAL)

PLACE :

DATE :

WITNESS 1 :

WITNESS 2 :

NAME:

NAME:

ADDRESS:

ADDRESS:

:

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ANNEXURE II

BID BOND PROFORMA

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

M/S. MMTc LTD.,

FERTILIZER DIVISION, CORE NO.1

“SCOPE COMPLEX”

7- INSTITUTIONAL AREA, LODI ROAD,

NEW DELHI-110 003. INDIA.

DEAR SIRs,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO
SUPPLY A QUANTITY OF _____ MTS OF MOP TO MMTc AND THE OFFEROR IS REQUIRED TO
SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD PMT FOR THE QUANTITY
OFFERED ALONGWITH THE OFFER AS A GUARANTEE FOR FULFILLMENT OF ALL THE TERMS AND
CONDITIONS OF SUBSEQUENT SALE, WE (BANK WITH FULL ADDRESS) HEREBY GUARANTEE AND
UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY MMTc LTD., NEW DELHI THE AMOUNT OF
US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS,
UNDERTAKEN BY HIM AS PER MMTc’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR
AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTc SHALL BE
CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY
THE OFFEROR.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE
GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____
_____ ONLY) AND IT WILL REMAIN IN FORCE UPTO _____ UNLESS A CLAIM
UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS

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UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND
DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, _____
BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED
BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED:

FOR

PLACE:

BANK

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ANNEXURE III

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,

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')

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 _____.

AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____
BANK, _____ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY

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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.

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

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

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

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

THIS GUARANTEE COMES INTO FORCE FORTHWITH.

WE FURTHER AGREE THAT MMTC SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT EFFECTING IN ANY MANNER, OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE DELIVERY OR EXTEND TIME OF PERFORMANCE BY THE SAID "XX" FROM TIME TO TIME OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME, ANY OF THE POWERS EXERCISABLE BY MMTC AGAINST THE SAID "XX" AND TO FORBEAR OR ENFORCE ANY PART OF THE TERMS AND CONDITIONS RELATING TO THE SAID CONTRACT AND WE SHALL

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NOT BE RELIEVED FROM OUR LIABILITY BY REASON OF ANY SUCH VARIATION OR EXTENSION
BEING GRANTED TO THE SAID M/S 'XX'.

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

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

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

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

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2017

YOURS FAITHFULLY

FOR AND ON BEHALF OF BANK
(ADDRESS)

(BANKERS SEAL)

ANNEXURE 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 MMTC. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN "FRAUD PREVENTION POLICY" OF MMTC (FULL TEXT OF WHICH IS AVAILABLE ON MMTC'S WEBSITE AT [HTTP://MMTCLIMITED.GOV.IN](http://MMTCLIMITED.GOV.IN) DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH MMTC.
- a. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM OFFER, PROMISE OR GIVE OR OTHERWISE ALLOW ANY OF MMTC'S EMPLOYEE(S) ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND, WHATSOEVER, DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
 - b. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT ENTER WITH OTHER BIDDERS INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
 - c. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF MMTC TO COMMIT ANY OFFENCE UNDER THE RELEVANT PROVISIONS OF IPC/PREVENTION OF CORRUPTION ACT; FURTHER THE BIDDER(S)/CONTRACTOR(S) / BUYER(S)/VENDER(S) WILL NOT USE IMPROPERLY OR ALLOW ANY EMPLOYEE OF MMTC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.

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- d. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT INSTIGATE THIRD PERSON TO COMMIT OFFENCES/ACTIVITIES OUTLINED IN FRAUD PREVENTION POLICY OR BE AN ACCESSORY TO SUCH OFFENCES.
 - e. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) IF IN POSSESSION OF ANY INFORMATION REGARDING FRAUD/SUSPECTED FRAUD, HEREBY AGREE AND UNDERTAKE TO INFORM MMTC OF SAME WITHOUT ANY DELAY.
- (2) DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS: IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S), BEFORE AWARD OR DURING EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MMTC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MMTC, OTHER THAN TAKING RECOURSE AVAILABLE UNDER LAW, SHALL BE ENTITLED TO DISQUALIFY THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) FROM UNDERTAKING ANY TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) INELIGIBLE TO BE AWARDED A CONTRACT EITHER INDEFINITELY OR FOR A STATED PERIOD OF TIME.
- (3) DAMAGES: IF MMTC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.

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ANNEXURE V

	NATURE OF DEVIATION	DEGREE OF DEVIATION	SCALE OF PENALTY
1	NUTRIENT	ANY DEFICIENCY UP TO A MAX OF 1% BEYOND THE TOLERANCE LIMITS PRESCRIBED IN FCO WATER SOLUBLE POTASH AS K ₂ O - 60% MIN	5 X Z% X C&F VALUE WHERE Z IS DIFFERENCE IN % DUE TO DEFICIENCY
		BEYOND THE ABOVE DEFICIENCY	TO BE DECIDED BY EXPERT COMMITTEE , TO BE CONSTITUTED BY CMD, MMTC OR ITS BUYER
2	MOISTURE	ON PRO-RATA BASIS FOR ANY DEVIATION BEYOND PERMISSIBLE LIMITS OF 0.5% MAX	THE VALUE OF FERTILIZER EQUIVALENT TO EXCESS MOISTURE CONTENT IN ENTIRE SHIPMENT BY WEIGHT PLUS PENALTY @50% OF HANDLING CHARGES.
3	NACL AND MGCL ₂ CONTENT	BEYOND PERMISSIBLE LIMITS OF: NACL : 3.5 % MAX MGCL ₂ : 1.0 % MAX	TO BE DECIDED BY THE EXPERT COMMITTEE, TO BE CONSTITUTED BY CMD, MMTC OR ITS BUYER
4	PARTICLE SIZE	UNDER SIZE(LOWER SEIVE SUZE)	30% OF VALUE OF THE MATERIAL EQUIVALENT OF DEFICIENCY
		OVER SIZE (UPPER SIEVE)	15% OF VALUE OF THE MATERIAL EQUIVALENT OF OVER SIZE MATERIAL