

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

NOTICE INVITING E -TENDER NO. MMTC/FERT/2017-18/SUL/2 DATED **13/04/2017** FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

1	COMMODITY	BRIGHT YELLOW CRUDE SULPHUR IN BULK														
2	QUANTITY	ONE PARCEL OF 15000 -25000 MT +/-10% (VENDOR SHALL SPECIFY THE QUANTITY THAT THEY ARE OFFERING)														
3	VESSEL ARRIVAL SCHEDULE	ARRIVAL COCHIN DURING 15-20 MAY 2017 FIRM ARRIVAL LAYCAN FOR THE SHIPMENT TO BE CONFIRMED IN THE OFFER.														
4	PRICE	<p>BOTH FOB AND CFR RATES ARE TO BE QUOTED. PRICES SHALL BE QUOTED STRICTLY IN THE FORMAT GIVEN BELOW:</p> <table border="1"> <thead> <tr> <th rowspan="2">TERMS</th> <th colspan="2">PRICE</th> </tr> <tr> <th>CASH</th> <th>180 DAYS</th> </tr> </thead> <tbody> <tr> <td>[A] FOB [LOAD RATE TO BE INDICATED]</td> <td></td> <td></td> </tr> <tr> <td>[B]</td> <td></td> <td></td> </tr> <tr> <td>CFR COCHIN</td> <td></td> <td></td> </tr> </tbody> </table> <p>DISCHARGE RATE (2000 MT PWWD SAT AFT NOON SHEXEIU) (“H” STANDING FOR “HOLIDAY” SHALL MEAN THE HOLIDAYS DECLARED BY COCHIN PORT TRUST.)</p> <p>PLEASE NOTE THAT BOTH FOB AND CFR RATES ARE TO BE QUOTED FAILING WHICH THE OFFER IS LIABLE TO BE REJECTED. BUYER SHALL PLACE THE PURCHASE ORDER WITH BOTH FOB AND CFR OPTIONS AND RESERVE THE RIGHT TO ACCEPT EITHER THE FOB OR THE CFR OPTION ON A SHIPMENT-TO-SHIPMENT BASIS.</p> <p>SOURCE OF SUPPLY WITH PORT OF LOADING SHALL BE INDICATED.</p> <p>DETAILED LOAD PORT TERMS AND CONDITIONS SHALL BE FURNISHED IN YOUR BID</p>	TERMS	PRICE		CASH	180 DAYS	[A] FOB [LOAD RATE TO BE INDICATED]			[B]			CFR COCHIN		
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5	SPECIFICATIONS	<p>PHYSICAL:</p> <p>A) COLOUR & SHAPE : SULPHUR SHOULD BE BRIGHT YELLOW, IN THE FORM OF GRANULES OR PRILLS OR PELLETS.</p> <p>B) SIEVE REQUIREMENTS : - -100 MESH/+200 MESH - 0.5% MAX. -200 MESH - NIL.</p> <p>C) BULK DENSITY (UNCOMPACTED): 1.24 G/(CM)³ MAX.</p> <p>CHEMICAL:</p> <p>PURITY : 99.5% MIN. BY WEIGHT ON DRY BASIS.</p> <p>ASH : 0.05% MAX. BY WEIGHT ON DRY BASIS</p> <p>CARBON : 0.05% MAX. BY WEIGHT ON DRY BASIS</p> <p>AS : 0.25 PPM MAX. BY WEIGHT ON DRY BASIS</p> <p>SE : 1.00 PPM MAX. BY WEIGHT ON DRY BASIS</p> <p>TE : 1.00 PPM MAX. BY WEIGHT ON DRY BASIS</p> <p>ACIDITY : 0.02% MAX. BY WEIGHT ON DRY BASIS</p> <p>CHLORIDES : 50 PPM MAX. BY WEIGHT ON DRY BASIS</p> <p>MOISTURE : NOT TO EXCEED 3% BY WEIGHT ON WET BASIS</p> <p>MOISTURE IN EXCESS OF 0.5% DETERMINED AT LOADPORT SHALL BE DEDUCTED FROM THE BILL OF LADING WEIGHT AND THE NET WEIGHT SO ARRIVED AT SHALL BE INVOICED.</p>
6	PAYMENT	<p>THROUGH LETTER OF CREDIT AT SIGHT OR 180 DAYS CREDIT AS PER MMTC'S FORMAT. LC TO BE OPENED AS PER MMTC'S STANDARD FORMAT AFTER RECEIPT OF ACCEPTABLE PG BOND AND SIGNED CONTRACT.</p>
7	TERMS AND CONDITIONS OF PURCHASE	<p>THE CONTRACT WILL BE PLACED WITH BOTH FOB AND CFR OPTION AND BUYER RESERVES THE RIGHT TO EXERCISE THE FOB OR THE CFR OPTION ON SHIPMENT TO SHIPMENT TO SHIPMENT BASIS INCLUDING PARTIAL SHIPMENTS, IF SO AGREED BY BUYER. IN CASE OF FOB OPTION, BUYER SHALL ARRANGE FOR FIXING THE VESSEL FOR WHICH SELLER SHALL ALLOW A MINIMUM PERIOD OF THREE WEEKS AFTER CONFIRMING THE FIRM LOAD PORT LAYCAN ALONG WITH COMPLETE LOAD PORT DETAILS. IF BUYER IS NOT ABLE TO NOMINATE A SUITABLE VESSEL IN THIS PERIOD BUYER SHALL EXERCISE CFR OPTION AND SELLER SHALL THEN MAKE CFR ARRANGEMENTS FOR THE AGREED LAYCAN ONLY.</p> <p>SELLER SHALL FURNISH LAYCAN WELL IN ADVANCE SO THAT THE ACTIVITIES REQUIRED FOR VESSEL FIXTURE BY BUYER OR CFR ARRANGEMENTS BY SELLER ARE MADE SMOOTHLY IN THE EVENT VESSEL CANNOT BE ARRANGED BY BUYER. THE SELLER SHALL NOT BE ABSOLVED FROM HIS OBLIGATIONS UNDER THE CONTRACT CITING INSUFFICIENT TIME FOR MAKING CFR ARRANGEMENTS.</p> <p>TAXES AND DUTIES: ALL LEVIES, TAXES AND DUTIES IN THE SELLER'S COUNTRY SHALL BE TO SELLER'S ACCOUNT AND IN INDIA TO</p>

		<p>BUYER'S ACCOUNT.</p> <p>BUYER RESERVES THE RIGHT TO EFFECT PAYMENT EITHER ON CASH (AT SIGHT) OR ON CREDIT BASIS. EXERCISING OF THIS OPTION WILL BE INTIMATED TO SELLER ON SHIPMENT TO SHIPMENT BASIS</p>
8	SHIPPING DOCUMENTS	<p>SELLER SHALL PRESENT FOLLOWING SHIPPING DOCUMENTS FOR PAYMENT PURPOSE:</p> <p>A] THREE ORIGINAL AND THREE NON-NEGOTIABLE COPIES OF CLEAN ON BOARD BILLS OF LADING MARKED FREIGHT PAID/PAYABLE BY SHIPPER AS PER CHARTER PARTY. IN CASE OF CHARTER PARTY BILLS OF LADING, IT SHOULD BEAR AN ENDORSEMENT THAT ALL THE RELEVANT TERMS AND CONDITIONS OF THE RELATIVE CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN. THE B/LS TO SHOW:</p> <p>1] IMPORT LICENSE - FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF FOREIGN TRADE POLICY 2004 – 09. 2] PURCHASE ORDER NUMBER 3] L/C REFERENCE, IF PAYMENT IS BY L/C.</p> <p>B] THREE SIGNED COMMERCIAL INVOICES AND THREE COPIES OF THE SAME BASED ON THE BILL OF LADING QUANTITY AND SURVEYOR'S CERTIFICATE OF ANALYSIS. THE INVOICE SHALL SHOW THE FOLLOWING:</p> <p>1] B/L NO. AND DATE 2] IMPORT LICENSE - FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF FOREIGN TRADE POLICY 2004 – 09. 3] PURCHASE ORDER NO.</p> <p>C] CERTIFICATE OF ORIGIN ISSUED BY THE CONCERNED CHAMBER OF COMMERCE. D] CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR. E] CERTIFICATE OF QUALITY/ANALYSIS ISSUED BY INDEPENDENT SURVEYOR. F] A CERTIFICATE FROM THE SELLER STATING THAT CABLE/TELEX/FAX HAS BEEN SENT TO BUYER'S UNDERWRITERS FOR INSURANCE PURPOSES. G] A CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE GOODS SUPPLIED IS IN ACCORDANCE WITH THE RELATIVE PURCHASE ORDER.</p> <p>NOTE: ALL CHARGES TOWARDS OBTAINING THE ABOVE DOCUMENTS SHALL BE TO THE ACCOUNT OF SELLER</p>
9	LIQUIDATED DAMAGES	<p>THE AGREED SHIPMENT DATES SHALL BE FIRM AND SHALL BE TREATED AS THE ESSENCE OF THE CONTRACT.</p> <p>ANY DELAY IN EFFECTING THE SHIPMENT SHALL RENDER THE SELLER LIABLE FOR LIQUIDATED DAMAGES AT THE RATE OF 1/2% OF THE VALUE OF THE SHIPMENT FOR EVERY WEEK OR PART THEREOF DELAY SUBJECT TO A MAXIMUM OF 2% OF THE VALUE OF THE SHIPMENT. THIS VALUE SHALL BE EITHER FOB OR CFR AS PER THE OPTION EXERCISED BY BUYER.</p>
10	FORCE	IF AT ANY TIME DURING THE EXISTENCE OF THIS CONTRACT IF EITHER SELLER OR BUYER

	MAJEURE	<p>IS UNABLE TO PERFORM IN WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTIONS, SABOTAGE, QUARANTINE RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVT. [INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS], FIRES, FLOODS, EXPLOSIONS, EPIDEMICS, STRIKES, EMBARGOES, THEN THE DATE OF EXECUTION OF CONTRACT SHALL BE RESCHEDULED AFTER CONSIDERING BUYER'S PRODUCTION REQUIREMENTS, ULLAGE, MARKET CONDITIONS, PRICES, ETC.</p> <p>ANY WAIVER/EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO REASONS IN (I) ABOVE, SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF THE REMAINING DELIVERIES.</p> <p>IF OPERATION OF SUCH CIRCUMSTANCES EXCEEDS THREE MONTHS, EACH PARTY SHALL HAVE THE RIGHT TO REFUSE FURTHER PERFORMANCE OF THE CONTRACT IN WHICH CASE NEITHER SELLER NOR BUYER SHALL HAVE THE RIGHT TO CLAIM DAMAGES.</p> <p>THE SELLER AND/OR BUYER WHO IS UNABLE TO FULFILL THEIR OBLIGATIONS UNDER THE CONTRACT SHALL WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THIS CLAUSE INFORM THE OTHER PARTY, OF THE EXISTENCE AND TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY LOCAL CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR BUYER SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.</p> <p>NON-AVAILABILITY OF MATERIAL SHALL NOT BE AN EXCUSE TO THE SELLER FOR NOT PERFORMING THEIR OBLIGATIONS UNDER THE CONTRACT.</p>
11	DEFAULT	<p>IN THE EVENT OF ANY DEFAULT BY THE SELLER IN EXECUTING THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR TERMS AND CONDITIONS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHOUT PREJUDICE TO ANY OTHER RIGHT, REMEDY OR OPTION BUYER MAY HAVE. IN THE EVENT OF SUCH TERMINATION, BUYER SHALL HAVE THE RIGHT TO PROCURE THE GOODS FROM OTHER SOURCES AT THE RISK AND COST OF THE SELLER.</p>
12	QUALITY AND QUANTITY	<p>THE QUALITY AND QUANTITY OF EACH SHIPMENT SHALL BE DETERMINED AT THE LOADPORT BY AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR. THE COST INCURRED TOWARDS THE SERVICES OF SUCH INDEPENDENT SURVEYOR (INCLUDING ISSUE OF NECESSARY QUALITY AND QUANTITY CERTIFICATES) SHALL BE TO SELLER'S ACCOUNT. HOWEVER, BUYER RESERVES THE RIGHT TO INSPECT THE MATERIAL OR HAVE THE MATERIAL INSPECTED BY ANOTHER THIRD PARTY INSPECTOR PRIOR TO SHIPMENT WITH REGARD TO BOTH QUANTITY AND/OR QUALITY AT BUYER'S COST, IN WHICH CASE, THIS CERTIFICATE OF QUANTITY AND/OR QUALITY SHALL BE FINAL.</p> <p>THE DETERMINATION OF PRODUCT QUALITY IN RESPECT OF EACH SHIPMENT SHALL BE UNDERTAKEN BY THE INDEPENDENT SURVEYOR AND SHALL BE USED IN THE PREPARATION OF THE CERTIFICATE OF QUALITY. TWO REPRESENTATIVE SAMPLES OF EACH SHIPMENT SHALL BE TAKEN BY THE SURVEYOR WHICH SHALL BE SEALED AND</p>

		<p>SIGNED BY THE SURVEYOR AND THE SELLER. ONE SAMPLE SHALL BE PLACED ON BOARD THE VESSEL FOR THE CONSIGNEE AND ONE SHALL BE RETAINED BY SELLER, AS A REFERENCE SAMPLE FOR A PERIOD OF 60 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE, UNLESS A DISPUTE HAS ARISEN IN WHICH CASE THE SAMPLE SHALL BE RETAINED UNTIL THE RESOLUTION OF SUCH DISPUTE.</p> <p>IN CASE THE ANALYSIS REPORT OF THE SAMPLE SO RECEIVED ON BOARD SHOWS ADVERSE VARIATION COMPARED TO LOADPORT ANALYSIS AS PER BUYER'S ASSESSMENT, SELLER HAS TO ARRANGE FOR ANALYSIS OF THE REFERENCE SAMPLE AT HIS COST IN THE PRESENCE OF BUYER'S REPRESENTATIVE, IF SO DESIRED.</p>
13	SHORTAGE	SHORTAGE OF MORE THAN 0.5% FROM THE B/L QUANTITY IN WEIGHT DETERMINED AT DISCHARGE PORT BY DRAFT SURVEY SHALL BE TO SELLER'S ACCOUNT.
14	TITLE AND RISK	TITLE TO THE GOODS AND RISK SHALL PASS FROM SELLER TO BUYER AS PER INCOTERMS 2000, AS AMENDED FROM TIME TO TIME.
15	AMENDMENT TO CONTRACT	ANY AMENDMENT OR MODIFICATION TO THE CONTRACT SHALL BE MADE IN WRITING WITH THE CONCURRENCE OF THE SELLER, WHERE REQUIRED.
16	LAW	<p>THE GOVERNING LAW FOR THIS CONTRACT SHALL BE INDIAN LAW. THE PROPER LANGUAGE OF THE CONTRACT 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>
17	SHIPMENT TERMS FOR FOB CONTRACTS	<p>BUYER UNDERTAKES TO PROVIDE TRANSPORTATION FOR CARRIAGE OF THE CARGO IN BULK.</p> <p>FOB TERMS BETWEEN SELLER AND THEIR SUPPLIER IF ANY SHALL NOT APPLY FOR CONTRACT ARISING OUT OF THIS ENQUIRY. IT SHALL BE AS PER BUYER'S TERMS ONLY (WITH AGREED VARIATIONS). SELLER SHALL FORWARD THE FULL LOADPORT DETAILS, AS WELL AS FIRM LOADPORT LAYCAN WITH A SPREAD OF NOT LESS THAN 5 DAYS, IN CONFORMITY WITH THE CONTRACT SCHEDULES OR AS REQUIRED BY BUYER FOR EACH SHIPMENT, IN CASE SCHEDULE IS NOT FINALISED PRIOR TO ISSUE OF CONTRACT.</p> <p>BUYER SHALL ARRANGE TO CHARTER A SUITABLE VESSEL. SELLER SHALL FORWARD THEIR ACCEPTANCE OF SUCH NOMINATED VESSEL WITHIN 2 WORKING DAYS OF THE NOMINATION. BUYER RESERVES THE RIGHT TO SUBSTITUTE NAMED VESSEL AFTER GIVING PRIOR INTIMATION TO THE SELLER.</p> <p>THE VESSEL SHALL REPORT TO THE SELLER OR SELLER'S AGENTS AT THE LOADPORT AND PRESENT HERSELF FOR LOADING THE CARGO AS PER LOADPORT TERMS AND CONDITIONS AS INCORPORATED IN THE CHARTER PARTY.</p> <p>INSURANCE: BUYER SHALL ARRANGE TO INSURE THE CARGO. ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOADPORT, ETA COCHIN SHALL BE</p>

		<p>FAXED TO BUYER AND THEIR UNDERWRITERS (THE DETAILS OF UNDERWRITERS WILL BE CONFIRMED IN THE CONTRACT)</p> <p>ALL CLAIMS AT THE LOADPORT LIKE DEMURRAGE, DESPATCH, DEAD FREIGHT, ETC, SHALL BE SETTLED DIRECTLY BETWEEN THE SELLER AND THE VESSEL OWNER. SUITABLE PROVISION SHALL BE MADE TO THIS EFFECT IN THE CHARTER PARTY. BUYER SHALL RENDER ASSISTANCE, IF REQUIRED, TO THE SELLER/OWNER IN SETTLING SUCH CLAIMS.</p> <p>SELLER SHALL BE LIABLE FOR ANY DEMURRAGE INCURRED AT THE LOAD PORT ON ACCOUNT OF ANY DELAY IN LOADING OUTSIDE THE PERMISSIBLE LAYTIME. ANY DELAY DUE TO THE VESSEL'S CONDITION OR BREAKDOWN OR INABILITY OF THE VESSEL'S FACILITY TO LOAD CARGO WITHIN THE TIME ALLOWED, SHALL NOT COUNT AS USED LAYTIME.</p> <p>ALL OTHER TERMS AND CONDITIONS NOT INDICATED IN THESE SHIPMENT TERMS SHALL BE AS PER THE TERMS AND CONDITIONS OF THE ORDER AND THE RELEVANT CHARTER PARTY.</p>
18	SHIPMENT TERMS FOR CFR CONTRACT	<p>BUYER CAN DECLARE CFR OPTION ONLY AFTER GETTING DISPENSATION FROM TRANSCART, MINISTRY OF SURFACE TRANSPORT, AND NEW DELHI. SELLER SHALL PROVIDE AT HIS OWN EXPENSE PROPER TRANSPORTATION FOR CARRIAGE OF THE CARGO IN TRANSIT SUBJECT TO GOVERNMENT OF INDIA POLICY DIRECTIVES IN THIS REGARD. INDIAN FLAG VESSELS TO BE ACCORDED FIRST RIGHT TO REFUSAL. SELLER SHALL FORWARD C/P ON FINALISATION OF VESSEL. FREIGHT SHALL BE PRE-PAID.</p> <p>VESSEL NOMINATED SHALL CONFORM TO ISM CODE/GRAIN CODE FOR SAFE OPERATIONS AND POLLUTION PREVENTION AND OTHER STATUTORY REQUIREMENTS OF INDIAN/INTERNATIONAL MARITIME AUTHORITIES, APPLICABLE FOR CARRIAGE OF SULPHUR AS RELEVANT. NON-COMPLIANCE OR LACK OF NECESSARY SUPPORTING DOCUMENTS TO SHOW COMPLIANCE WITH THE ABOVE AND CONSEQUENT DAMAGES, IF ANY, SHALL BE TO SELLER'S ACCOUNT. AS PER SHIPPING DEVELOPMENT CIRCULAR ISSUED BY DG SHIPPING, CARGO VESSELS VISITING AN INDIAN PORT ON THE WEST COAST OR PLYING IN THE INDIAN TERRITORIAL WATERS IN THE ARABIAN SEA OR THE INDIAN EEZ DURING THE PERIOD OF FOUL WEATHER (BEING 1ST JUNE TO 31ST AUGUST), SHALL BE LESS THAN 25 YEARS OF AGE.</p> <p>DISCHARGE RATE : 2000 MT PWWD SAT AFT NOON SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE COCHIN PORT TRUST.</p> <p>DEMURRAGE RATE AND DESPATCH RATE: SHALL BE INDICATED BY SELLER WHILE NOMINATING THE VESSEL. [DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE]</p> <p>DISCHARGE PORT : 1/2 SB COCHIN. COST OF SHIFTING BETWEEN BERTHS INCLUDING BUNKER FUEL USED SHALL NOT BE BORNE BY BUYER AND TIME USED IN SHIFTING SHALL NOT BE COUNTED AS LAYTIME OR TIME ON DEMURRAGE.</p>

		<p>ARRIVAL DRAFT AT COCHIN: NOT TO EXCEED 35 FT. IN CASE ARRIVAL DRAFT EXCEEDS PERMISSIBLE DRAFT, LIGHTENING TO BE ARRANGED BY SELLER AT THEIR OWN RISK AND COST INCLUDING TIME LOST. IT SHALL BE SELLER'S RESPONSIBILITY TO ENSURE THAT THE VESSEL ARRIVES WITH THE PERMISSIBLE/AVAILABLE DRAFT AT COCHIN WHICHEVER IS LESS.</p> <p>SELLER SHALL GUARANTEE THAT VESSELS NOMINATED ARE AMENABLE TO DISCHARGE USING BUYER'S MECHANICAL SHIP UNLOADER I.E. VESSELS WHICH CAN PERMIT FREE MOVEMENT OF BUYER'S SHIP UNLOADER FROM HATCH TO HATCH. TWEEN DECKED VESSELS, FLUSH TWEEN DECKED VESSELS AND VESSELS WITH TUNNEL-SHAFTS IN THE AFT-HOLDS SHALL NOT BE EMPLOYED, UNLESS SPECIFICALLY ACCEPTED BY BUYER, FOR WHICH ADDITIONAL LAYTIME AND COSTS, AS STIPULATED BY BUYER, SHALL BE BORNE BY SELLER. VESSELS SHALL BE EQUIPPED WITH 4/5 CRANES OF 10-15MT CAPACITY. ON BOARD CRANES / GEARS / DERRICKS SHALL BE CAPABLE OF PLACING AND TAKING OUT BUYER'S PAY LOADER OF 10 MT WEIGHT IN THE HOLD/ HATCHES SAFELY AND THE CRANES / GEARS / DERRICKS SHALL BE OPERATED BY THE SHIP'S CREW. ANY TIME LOSS DUE TO BREAKDOWN OF CRANES/GEARS/DERRICKS NOT TO COUNT AS LAYTIME AND ANY EXPENSES INCURRED WILL BE TO THE OWNER'S/SELLER'S ACCOUNT. NO TRANSHIPMENT SHALL BE MADE WITHOUT PRIOR PERMISSION OF BUYER.</p> <p>VESSEL IS TO BE 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 GRAB. THE MASTER TO HAVE LIBERTY OF LOADING IN SUCH SPACES FOR THE PURPOSE OF STABILITY OF THE VESSEL, BUT EXTRA EXPENSES INCURRED BY REASON OF LOADING INTO AND THE DISCHARGING FROM SUCH SPACES NOT EASILY ACCESSIBLE ARE TO BE ON SELLERS ACCOUNT AND ADDITIONAL TIME TAKEN FOR DISCHARGE OF CARGO FROM SUCH SPACES SHALL BE TO THE ACCOUNT OF THE SELLER/OWNER OF THE VESSEL.</p> <p>THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEAR FOR DISCHARGING AS ALSO LIGHTS FOR NIGHTWORK ON BOARD. BUYERS TO HAVE PRIVILEGE DISCHARGING OVERSIDE, SELLERS ALLOWING FREE USE OF GEAR, WINCHES AND DERRICKS.</p> <p>ALL EXPENSES AND COSTS ARISING FROM THE FAILURE OF THE MACHINES/EQUIPMENTS OF THE VESSEL, OR IF THE VESSEL IS PULLED OUT FROM THE BERTH ON ACCOUNT OF SAFETY REASONS BY THE PORT TO BE ON THE ACCOUNT OF SELLERS.</p> <p>THE FOLLOWING VESSEL DETAILS SHALL BE FURNISHED BY SELLER WHILE NOMINATING VESSEL:-</p> <ul style="list-style-type: none">I] FLAGII] CLASSIFICATIONIII] YEAR OF BUILTIV] GRT/NRT & LOAV] REGISTERED OWNERSVI] OPERATORSVII] CHARTERERSVIII] P&I CLUB
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		<p>IX] HULL U/W & TERMS OF COVER X] PARTICULARS OF PERFORMANCE OF VESSEL'S LAST 2 VOYAGES. XI] AGENTS AT LOAD PORT AND DISCHARGE PORT. XII] DEMURRAGE AND DESPATCH RATES.</p> <p>EXPECTED LOADING DAYS AND ARRIVAL DATE AT COCHIN SHALL BE INTIMATED TO BUYER FOR EACH SHIPMENT WHILE NOMINATING THE VESSEL IN CONFORMITY WITH THE CONTRACT.</p> <p>INSURANCE: THE VESSEL CHARTERED BY SELLER SHALL NOT BE MORE THAN 15 [FIFTEEN] YEARS IN AGE AND SHALL BE OF THE HIGHEST LLOYD'S OR EQUIVALENT CLASSIFICATION, FAILING WHICH SELLER SHALL BE LIABLE FOR ANY ADDITIONAL INSURANCE PREMIUM PAID OR PAYABLE BY US. ANY EXTRA INSURANCE AND CUSTOMS DUTY THEREON DUE TO AGE/CLASS/FLAG/GIC NON-APPROVAL OF VESSEL SHALL BE TO SELLER'S ACCOUNT. SAME SHALL BE DEDUCTED FROM THE SELLER'S BILLS. WAR RISK PREMIUM FOR VESSEL AND CREW BONUS, IF ANY PAYABLE TO VESSEL OWNERS AS PER C/P FOR CALLING AT NOMINATED LOAD PORT IS TO BE BORNE BY SELLER.</p> <p>BUYER SHALL ARRANGE TO INSURE THE CARGO. ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOADPORT, ETA COCHIN SHALL BE FAXED TO BUYER AND THEIR UNDERWRITERS (THE DETAILS OF UNDERWRITERS WILL BE CONFIRMED IN THE CONTRACT)</p> <p>SELLER SHALL OBTAIN, FROM THE CARRIER AT HIS OWN EXPENSE ON BOARD SHIPPED, OCEAN BILL OF LADING, CLEAN AND TRANSFERABLE IN THE NAME OF BUYER, DEALING ONLY WITH THE CARGO AS PER THE CONTRACT TO COCHIN, INDIA AND COURIER THE COPIES OF THE SHIPPING DOCUMENTS.</p> <p>THE SAILING PROGRESS OF VESSEL SHALL BE REPORTED BUYER AT LEAST 72 HOURS BEFORE ARRIVAL, STATING THE ANTICIPATED HOUR OF ARRIVAL. SIMILAR NOTICE SHALL BE GIVEN AT LEAST 48 HOURS, 36 HOURS AND 24 HOURS IN ADVANCE OF THE ETA OF VESSEL AND THEREAFTER ANY CHANGE EVERY 1 HOUR.</p> <p>LAYTIME: BASED ON DISCHARGE RATE OF 2000 MT PWWD SAT AFT NOON SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE COCHIN PORT TRUST. TIME FROM SATURDAY NOON TO MONDAY 0800 HRS AND FROM 17:00 HRS ON THE DAY PRIOR TO A HOLIDAY TO 08:00 HRS ON THE NEXT WORKING DAY SHALL NOT BE COUNTED, EVEN IF USED.</p> <p>N.O.R. TIME: NOR SHALL BE TENDERED DURING OFFICIAL WORKING HOURS ONLY, I.E. BETWEEN 09:30 HRS TO 17:00 HRS FROM MONDAY TO FRIDAY AND 09:30 HRS TO 12:00 HRS ON SATURDAY.</p> <p>BUYER SHALL HAVE THE RIGHT TO SHIFT THE VESSEL (UPTO TWO SHIFTING OPERATIONS) FROM BUYER'S BERTH TO ANOTHER VACANT BERTH / ANCHORAGE AND TIME USED AND RELATED COSTS SHALL BE TO SELLER'S ACCOUNT. THIS IS TO FACILITATE DISCHARGE OF OTHER VESSELS BRINGING GOODS FOR BUYER AS PER BUYER'S REQUIREMENT. ONE</p>
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	<p>SHIFTING OPERATION INVOLVES MOVEMENT FROM BUYER'S BERTH (Q-10) TO ANOTHER VACANT BERTH / ANCHORAGE AND BACK TO BUYER'S BERTH (Q-10).</p> <p>LAYTIME SHALL COMMENCE ONLY 24 HOURS AFTER THE RECEIPT AND ACCEPTANCE OF NOTICE OF READINESS [N.O.R.] AS ABOVE AND SHALL END ON COMPLETION OF DISCHARGE.</p> <p>BERTHING DELAY ON ACCOUNT OF ANY REASON OVER WHICH BUYER HAS NO CONTROL INCLUDING BUT NOT LIMITED TO TIDE NOT BEING AVAILABLE OR OTHER SUCH NATURAL CAUSES, VESSEL MISSING THE LAST PILOT OF THE DAY, ETC., SHALL NOT BE INCLUDED IN LAYTIME.</p> <p>ANY DELAY IN COMMENCING DISCHARGE ON ACCOUNT OF DELAY IN OBTAINING THE FREE PRATIQUE CUSTOMS CLEARANCE, IMMIGRATION, ETC., BY THE VESSEL'S AGENTS AND ANY PORT CHARGES ON THIS ACCOUNT SHALL NOT BE TO BUYER'S ACCOUNT.</p> <p>IF THE VESSEL IS UNABLE TO COMPLETE UNLOADING WITHIN THE ALLOWABLE LAYTIME, DUE TO ANY CAUSE ATTRIBUTABLE TO BUYER, BUYER SHALL PAY TO SELLER DEMURRAGE AT THE RATE AGREED TO OR AS PER C/P WHICHEVER IS LOWER. DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE. DEMURRAGE/DESPATCH SHALL BE SETTLED WITHIN 30 DAYS OF MUTUAL ACCEPTANCE OF LAYTIME STATEMENT.</p> <p>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 STOPPAGE OR RESTRAINT OF LABOUR BY BREAKDOWN OF MACHINERY OR EQUIPMENT IN OR ABOUT THE PLANT/UNLOADING FACILITIES OF BUYER OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE SHALL BE PAYABLE.</p> <p>BUYER SHALL NOT BE LIABLE FOR ANY DEMURRAGE IN THE EVENT OF THE VESSEL COMING PRIOR TO OR AFTER THE LAYDAYS STIPULATED BY BUYER. IN CASE OF EARLY ARRIVAL, VESSEL SHALL BE DEEMED TO HAVE GIVEN NOR AT 9:30 HRS ON THE FIRST WORKING DAY OF THE LAYDAYS GIVEN BY BUYER.</p> <p>AT DISCHARGE PORT, DUES ON VESSEL SHALL BE FOR THE SELLER'S ACCOUNT, BUT DUES ON CARGO INCLUDING IMPORT DUTIES, TAXES AND CUSTOMS DUTIES SHALL BE TO BUYER'S ACCOUNT.</p> <p>IN CASE DOCUMENTS ARE NOT MADE AVAILABLE TO BUYER PRIOR TO ARRIVAL OF VESSEL, DELIVERY ORDER SHALL BE ISSUED BY SELLER'S/VESSEL OWNER'S AGENTS TO BUYER'S REPRESENTATIVES AT COCHIN AGAINST ORDINARY LETTER OF INDEMNITY ISSUED BY BUYER. FREIGHT TO BE PRE-PAID. ANY DELAY, DAMAGES OR COSTS IN OBTAINING THE DELIVERY ORDER FOR DISCHARGING THE CARGO FROM VESSEL OWNERS/AGENTS ON ACCOUNT OF NON-SETTLEMENT OF DUES TO OWNERS/PORT BY SELLER/SELLER'S AGENTS OR FOR ANY REASON NOT ATTRIBUTABLE TO BUYER SHALL BE TO SELLER'S ACCOUNT.</p> <p>VESSEL/CREW SHALL COMPLY WITH ALL RULES AND REGULATIONS OF COCHIN PORT</p>
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		<p>TRUST / BUYER, AT COCHIN.</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER RELEVANT CHARTER PARTY. THE PROVISIONS STIPULATED IN THIS PURCHASE ORDER SHALL HOWEVER SUPERCEDE THOSE OF THE CHARTER PARTY WHEREVER THEY ARE FOUND TO BE AT VARIANCE TO EACH OTHER.</p>
19	VALIDITY	OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 25 APRIL 2017 FOR ACCEPTANCE.
20	EMD/BIDBOND	<p>CATEGORY-I “PRODUCERS” WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING SULPHUR FROM THEIR OWN PRODUCTION UNITS ARE EXEMPT FROM SUBMISSION OF BID BOND. MTPL (100% SUBSIDIARY OF MPMC IS ALSO EXEMPTED FROM SUBMITTING BID BOND.)</p> <p>CATEGORY - II “ACCREDITED SUPPLIERS” AS RECOGNIZED BY MPMC (WHO HAVE PERFORMED SATISFACTORILY AT LEAST FOR TWO YEARS IN LAST FIVE YEARS.) SHALL SUBMIT A BID BOND AT THE RATE OF US \$ 1.00 PMT OF THE QUANTITY OFFERED. THOSE SUPPLIERS.</p> <p>CATEGORY- III ALL OTHER BIDDERS WHO ARE NOT COVERED ABOVE SHALL SUBMIT A BID BOND @ US \$ 2.00 PMT OF THE QUANTITY OFFERED.</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MPMC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS.</p> <p>CATEGORY II & III BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p> <p>CATEGORY III BIDDERS ARE ALSO REQUIRED TO SUBMIT A CREDIT RATING REPORT FROM ANY OF THE FOLLOWING INTERNATIONAL CREDIT RATING AGENCIES:</p> <ol style="list-style-type: none"> 1. DUN & BRADSTREET 2. MOODY’S 3. STANDARD & POOR <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO MPMC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
21	GENERAL	<ol style="list-style-type: none"> A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE. B. 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. C. MPMC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MPMC’S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS. D. IN CASE EMD IS REMITTED BY RTGS, THE SAME SHOULD REACH OUR ACCOUNT

		<p>BEFORE THE BID OPENING TIME.</p> <p>E. ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC FOR 2% OF CONTRACT VALUE. VALID FOR 6 MONTHS FROM THE DATE OF ISSUE.</p> <p>F. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS FOR SUCH IMPORT.</p> <p>G. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 17.04.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mmtc.eproc.in. BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 2ND FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>H. TECHNICAL BID WILL BE OPENED AT 11.15 HRS IST ON 17.04.2017 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>I. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p> <p>J. THE INDEPENDENT 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>
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NOTE: CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTION/E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.

ANNEXURE-I

BID BOND PROFORMA

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

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

DATED: _____ FOR

PLACE: _____ BANK

ANNEXURE II

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

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

TO
M/S MPMC LIMITED
CORE 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110003 (INDIA)

DEAR SIRs,

- 1) WHEREAS, MPMC LIMITED, HAVING ITS REGISTERED OFFICE AT CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI -110 003 INDIA AND ONE OF ITS OFFICE AT _____ (HEREINAFTER CALLED "THE MPMC) HAVE ENTERED INTO CONTRACT NO. _____ DATED _____ (HEREINAFTER CALLED 'THE CONTRACT') FOR _____ WITH M/S. _____ (NAME) ADDRESS _____, (HEREINAFTER CALLED THE 'XX')
- 2) AND WHEREAS THE 'XX' UNDER THE CONTRACT IS REQUIRED TO FURNISH A SECURITY FOR THE PERFORMANCE OF THE CONTRACT AND MPMC HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS _____.
- 3) AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____ BANK, _____ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MPMC, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS _____ PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MPMC THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.
- 4) WE, _____ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MPMC NOT EXCEEDING THE SUM OF US DOLLARS _____ ONLY WITHOUT ANY DEMUR, DELAY, PROTEST AND WITHOUT ANY REFERENCE OR RECOURSE TO THE 'XX' NOTWITHSTANDING ANY DISPUTE RAISED BY 'XX' IN ANY SUIT PROCEEDINGS RELATING THERE TO PENDING BEFORE ANY COURT OR TRIBUNAL OUR LIABILITY UNDER THESE PRESENTS BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT

SHALL BE MADE TO THE MMTC ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.

- 5) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US DOLLARS _____ . OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL _____ (DATE).
 - 6) ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITY THEREUNDER UNLESS A CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE _____ (EXPIRY DATE).
 - 7) YOUR LETTER OF DEMAND IN WRITING MAY BE PRESENTED TO THE BANK BY REGISTERED POST OR IN PERSON AND THE SAME SHALL BE BINDING ON US.
 - 8) THIS GUARANTEE COMES INTO FORCE FORTHWITH.
 - 9) WE FURTHER AGREE THAT MMTC SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT EFFECTING IN ANY MANNER, OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE DELIVERY OR EXTEND TIME OF PERFORMANCE BY THE SAID "XX" FROM TIME TO TIME OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME, ANY OF THE POWERS EXERCISABLE BY MMTC AGAINST THE SAID "XX" AND TO FORBEAR OR ENFORCE ANY PART OF THE TERMS AND CONDITIONS RELATING TO THE SAID CONTRACT AND WE SHALL NOT BE RELIEVED FROM OUR LIABILITY BY REASON OF ANY SUCH VARIATION OR EXTENSION BEING GRANTED TO THE SAID M/S 'XX'.
 - 10) THE LIABILITY OF THE BANK UNDER THIS GUARANTEE SHALL BE DISCHARGED ON RECEIPT OF US DOLLARS _____ ONLY BY MMTC.
 - 11) WE _____ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF MMTC LIMITED IN WRITING.
 - 12) THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OF THE BANK OR THE SAID 'XX'.
 - 13) WE HAVE THE POWER TO ISSUE THIS GUARANTEE IN YOUR FAVOUR UNDER THE CHARTER OF OUR BANK AND THE UNDERSIGNED HAVE FULL POWER TO EXECUTE THIS GUARANTEE UNDER THE POWER OF ATTORNEY GRANTED TO US BY THE BANK.
- SIGNED AND DELIVERED THIS _____ DAY OF _____ 2014

YOURS FAITHFULLY

FOR AND ON BEHALF OF
BANK (ADDRESS)

(BANKERS SEAL)
ANNEXURE III

FRAUD PREVENTION POLICY

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

- (2) **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:** IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S), BEFORE AWARD OR DURING EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MMTC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MMTC, OTHER THAN TAKING RECOURSE AVAILABLE UNDER LAW, SHALL BE ENTITLED TO DISQUALIFY THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) FROM UNDERTAKING ANY TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) INELIGIBLE TO BE AWARDED A CONTRACT EITHER INDEFINITELY OR FOR A STATED PERIOD OF TIME.
- (3) **DAMAGES:** IF MMTC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.