

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

NOTICE INVITING E -TENDER NO. MMTC/FERT/2018-19/SUL/2 DATED **03/10/2018** FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

1.	COMMODITY	BRIGHT YELLOW CRUDE SULPHUR IN BULK													
2.	QUANTITY	ONE PARCEL OF 15000 -20000 MT +/-10% (VENDOR SHALL SPECIFY THE QUANTITY THAT THEY ARE OFFERING)													
3.	DISCHARGE PORT	COCHIN INDIA													
4.	SHIPMENT	SHIPMENT TO SUIT ARRIVAL AT COCHIN PORT DURING 15-20 NOVEMBER 2018.													
5.	ORIGIN	TO BE INDICATED BY BIDDERS.													
6.	SPECIFICATIONS	<p>PHYSICAL:</p> <p>A) COLOUR &amp; 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)<sup>3</sup> MAX.</p> <p>CHEMICAL:</p> <p>PURITY : 99.5% MIN. BY WEIGHT ON DRY BASIS.            ASH : 0.05% MAX. BY WEIGHT ON DRY BASIS            CARBON : 0.05% MAX. BY WEIGHT ON DRY BASIS            AS : 0.25 PPM MAX. BY WEIGHT ON DRY BASIS            SE : 1.00 PPM MAX. BY WEIGHT ON DRY BASIS            TE : 1.00 PPM MAX. BY WEIGHT ON DRY BASIS            ACIDITY : 0.02% MAX. BY WEIGHT ON DRY BASIS            CHLORIDES : 50 PPM MAX. BY WEIGHT ON DRY BASIS            MOISTURE : NOT TO EXCEED 3% BY WEIGHT ON WET BASIS            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>													
7.	COLOUR	BRIGHT YELLOW													
8.	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>TERMS</th> <th colspan="2">PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td>CASH</td> <td>180 DAYS</td> </tr> <tr> <td>FOB (LOAD RATE TO BE INDICATED)</td> <td></td> <td></td> </tr> <tr> <td>CFR COCHIN</td> <td></td> <td></td> </tr> </tbody> </table>		TERMS	PRICE			CASH	180 DAYS	FOB (LOAD RATE TO BE INDICATED)			CFR COCHIN		
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		<p>DISCHARGE RATE: [2000 MT PWWD SAT AFT NOON SHEXEIU] (IN 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 INDICATE DETAILED LOAD PORT TERMS AND CONDITIONS SHALL BE FURNISHED IN YOUR BID.</p>
9.	PAYMENT	BY L/C 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.
10.	VALIDITY	OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 16 OCTOBER 2018 FOR ACCEPTANCE.
11.	LAY TIME	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.
12.	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 MMTC IS ALSO EXEMPTED FROM SUBMITTING BID BOND.)</p> <p>CATEGORY - II "ACCREDITED SUPPLIERS" AS RECOGNIZED BY MMTC (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 &amp; 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"> <li>1. DUN &amp; BRADSTREET</li> <li>2. MOODY'S</li> <li>3. STANDARD &amp; POOR</li> </ol> <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>
13.	SHIPMENT TERMS FOR FOB CONTRACT	<p>MPMC/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 MPMC/BUYER'S TERMS ONLY (WITH AGREED VARIATIONS). SELLER SHALL FORWARD THE FULL LOAD PORT DETAILS, AS WELL AS FIRM LOAD PORT LAY CAN WITH A SPREAD OF NOT LESS THAN 5 DAYS, IN CONFORMITY WITH THE PURCHASE ORDER SCHEDULES OR AS REQUIRED BY BUYER FOR EACH SHIPMENT, IN CASE SCHEDULE IS NOT FINALISED PRIOR TO ISSUE OF PURCHASE ORDER.</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 LOAD PORT AND PRESENT HERSELF FOR LOADING THE CARGO AS PER LOADPORT TERMS AND CONDITIONS AS INCORPORATED IN THE CHARTER PARTY.</p> <p>ALL CLAIMS AT THE LOAD PORT LIKE DEMURRAGE, DESPATCH, DEAD FREIGHT, ETC, SHALL BE SETTLED DIRECTLY BETWEEN</p>

		<p>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 LAY TIME. 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 LAY TIME.</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>
14.	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</p> <p>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.</p> <p>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.</p> <p>[DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE]</p> <p>DISCHARGE PORT : 1/2 SB COCHIN.</p>

		<p>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 LAY TIME OR TIME ON DEMURRAGE.</p> <p>ARRIVAL DRAFT AT COCHIN: NOT TO EXCEED 35 FT.</p> <p>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>(A) 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 LAY TIME 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 RANES/GEARS/DERRICKS NOT TO COUNT AS LAY TIME AND ANY EXPENSES INCURRED WILL BE TO THE OWNER'S/SELLER'S ACCOUNT. NO TRANSSHIPMENT SHALL BE MADE WITHOUT PRIOR PERMISSION OF BUYER.</p> <p>(B)VESSEL IS TO BE GUARANTEED SUITABLE FOR GRAB DISCHARGE – AND NO CARGO IS TO BE LOADED IN BETWEEN DECKS, DEEP TANKS, WING TANKS, OR BUNKER SPACES OR OTHER SPACES INACCESSIBLE TO GRAB.</p> <p>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 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>(C)THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEAR FOR DISCHARGING AS ALSO LIGHTS FOR NIGHT WORK ON BOARD. BUYERS TO HAVE PRIVILEGE DISCHARGING OVER SIDE, SELLERS ALLOWING FREE USE OF GEAR, WINCHES AND DERRICKS.</p> <p>D. ALL EXPENSES AND COSTS ARISING FROM THE FAILURE OF THE MACHINES/EQUIPMENTS OF THE VESSEL, OR IF THE</p>
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		VESSEL IS PULLED OUT FROM THE BERTH ON ACCOUNT OF SAFETY REASONS BY THE PORT TO BE ON THE ACCOUNT OF SELLERS.
13.	GENERAL	<p>A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</p> <p>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 DECUCTIONS.</p> <p>C. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT.</p> <p>D. 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.</p> <p>E. IN CASE EMD IS REMITTED BY RTGS, THE SAME SHOULD REACH OUR ACCOUNT BEFORE THE BID OPENING TIME.</p> <p>F. ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MPMC FOR 2% OF CONTRACT VALUE. VALID FOR 6 MONTHS FROM THE DATE OF ISSUE.</p> <p>G. ALL OTHER TERMS SHALL BE AS PER MPMC'S STANDARD TERMS FOR SUCH IMPORT.</p> <p>H. BIDS ARE TO BE SUBMITTED LATEST BY 1200 HRS. ON 05.10.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE <a href="https://mpmc.eproc.in">https://mpmc.eproc.in</a>. BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPED IN TENDER BOX PLACED AT MPMC LIMITED, FERTILIZER DIVISION, 7<sup>TH</sup> FLOOR FLOOR, CORE-1, SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>I. TECHNICAL BID WILL BE OPENED AT 12.15 HRS IST ON 05.10.2018 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>J. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p> <p>K. 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</p>

		EXTERNAL MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT <a href="mailto:dilp.chaudhary@icloud.com">dilp.chaudhary@icloud.com</a>
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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 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.
- 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

(BANKERS SEAL) FOR AND ON BEHALF OF  
BANK (ADDRESS)

**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.