

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

**NOTICE INVITING E -TENDER NO. MMTC/FERT/2018-19/SUL BENT/1 DATED 28/01/2019
FOR SUPPLY OF SULPHUR BENTONITE IN CONTAINERS FROM GLOBAL SUPPLIERS**

1.	PRODUCT	Sulphur Bentonite					
2.	SPECIFICATIONS (As per Specifications) FCO	Total Sulphur (as S), per cent by weight, min	90				
		Moisture, per cent by weight, max	0.5				
		Bentonite, per cent by weight max.as inert filler material	10				
		Particle size:	Minimum 90% of the material shall be retained between 1 mm IS sieve & 4mm IS sieve.				
3.	QUANTITY	7500 MT +/- 10 % (at buyer's option)					
4.	PACKING	To be Packed in 1 MT Jumbo Bags					
5.	SUPPLY PERIOD	Shipment by containers during March-May 2019 as per BOQ					
6.	BOQ FOR SUBMISSION OF TENDER (NOTE : IN CASE OF ANY DISCREPANCIES IN UNIT RATE AND TOTAL AMOUNT, UNIT RATE OFFERED SHALL BE CONSIDERED AS FINAL)	Sl.No.	Port of Arrival	Quantity (MT)	Expected Arrival	CIF Rate USD /PMT Offered by Bidder	Amount (US D)
		1.	Mundra	1500	March 2019		
		2.	Mundra	1500	April 2019		
		3.	Mundra	1000	May 2019		
		4.	Nhava Sheva	1000	March 2019		
		5.	Nhava Sheva	500	April 2019		
		6.	Nhava Sheva	500	May 2019		
		7.	Vizag	500	March 2019		

		8.	Vizag	500	April 2019		
		9.	Vizag	500	May 2019		
		Total amount in words-					
7.	DELIVERY/DISCHARGE PORT	Delivery shall be made to CFS Mundra/CFS Nhava Sheva/ CFS Vizag					
8.	RATE PMT	The Rate should be on CIF-CY Mundra/ Nhava Sheva/ Vizag basis based on Formula (0.9. * (The arithmetic average of high and low Sulphur prices of FOB QSP for the month of supply published in Argus & Fertecon) + Conversion Rate in USD). Bidder to clearly specify the Conversion rate in the bid. The price as such shall be fixed for a month but may vary for other months depending on the monthly average publication price as above. In case of any deviation considered for Base quoted rate by bidder from above, the same to be clearly mentioned in the offer.					
9.	ORIGIN	To be indicated by seller					
10.	INSPECTION	By a reputed international third party inspector at load port nominated by Seller and approved by Buyer. Buyer has the option to nominate an official for verification of quantity and quality at load port at his own cost. However, the cost of third party inspection would be to the seller's account.					
11.	TERMINAL HANDLING CHARGES	Terminal Handling Charges at load port to supplier's account and at discharge port to buyer's account. The containers to be delivered at container yard of the respective shipping line agency of final discharge port at Supplier's cost. The empty containers shall also be returned at final destination only.					
12.	DISCHARGE TERM	14 Days free detention period from arrival of containers at designated CFS and after filing of IGM by shipping line agent at discharge port. Buyer shall nominate CFS.					
8.	PAYMENT TERMS	100% payment shall be made upon pro-rata realization of proceeds from end buyer for the receipt quantity as certified by buyer within 5 (Five) working days after receipt of Analysis Report provided by Gol's CFQC & TI (Central Fertilizer Quality Control & Training Institute) Lab, Subject to meeting the specifications as per FCO and acceptance by buyer. If the material will not be found as Standard as per FCO, the Supplier has to take back the material at its own cost & risk and will have to refund all the expenses incurred by Buyer towards the consignment such as Custom Charges, THC, CHA charges etc.					
13.	VALIDITY	Offer to be kept valid till 13.02.2019					
14.	EMD/BIDBOND	Category- I - "Producers" - Those producers who submit the					

		<p>bids directly (or through authorized representative/agent in India) and offering sulphur bentonite from their own production units are exempt from submission of bid bond. MTPL Singapore, 100% subsidiary of MMTC Limited, is also exempted from submitting bid bond and performance guarantee bond.</p> <p>Category – II - “Accredited suppliers” Accredited suppliers as recognized by MMTC Limited who have performed satisfactorily at least for two years in last five years shall submit a bid bond at the rate of USD \$ 1.00 PMT of the quantity offered.</p> <p>Category- III - “All other bidders” who are not covered as above shall submit a bid bond @ USD \$ 2.00 PMT of the quantity offered.</p> <p>Tenderers should furnish along with 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 MMTC 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><u>Category II & III bidders</u> have to submit bank reference to show credit worthiness of bidder along with the bid.</p> <p><u>Category III bidders</u> are also required to submit a credit rating report from any of <u>the</u></p> <p><u>Following international credit rating agencies:</u></p> <p>I) dun & Bradstreet II) Moody’s III) standard & poor</p> <p>Credit ratings need to be minimum satisfactory or equivalent. Report to be submitted to MMTC Limited in a sealed cover, before due time/date of the tender.</p>
11.	OTHER TERMS	<p>A. Please note that the form of material/goods should be strictly as per specifications as mentioned above.</p> <p>B. Bids should specify country of origin of product and is mandatory; and bids with ‘open origin’ of goods shall not be acceptable. Bidders shall clearly state country (s) of origin of goods being offered in their technical bid. Bids, offering material from countries of origin against which sanctions have</p>

	<p>been imposed including Iranian origin / facing sanctions, shall not be considered and price bids of such tenders shall not be opened/entertained.</p> <p>C. Bidders shall ensure compliance of all Government regulations /conventions /policies /guidelines /orders, in force in India.</p> <p>D. The bidder must specify and inform while making application with respect to their inability to provide for any document in terms of tender and enclose the deviation sheet giving reasons for non-submission of any particular document.</p> <p>E. Agency commission, if any, to supplier’s Indian agent to be paid and settled directly by the supplier.</p> <p>F. MMTC Limited reserves the right to accept or reject any or all tenders or to re-tender at MMTC’s sole discretion without assigning any reasons. MMTC is not liable for any costs or compensation incurred by tenderer towards participation in the tender.</p> <p>G. The bidder can also be asked to furnish any additional information from time to time without assigning any reasons thereof.</p> <p>H. The bidder (company) has not been black listed / banned in India by the Government of India/ PSUs/ by law/ in India or any other country and if yes, details thereof.</p> <p>I. Buyer reserves the right to order full quantity or part quantity as it deems fit. Bidder shall convey his acceptance for award of part quantity by Buyer.</p> <p>J. In case of non-availability of original B/L, the delivery to be made against presentation of copy of B/L along with Letter of Indemnity in the shipping liner agency format.</p> <p>K. The shipment of containers to be effected in liaison with the buyer’s nominated freight forwarder shall be intimated in due course.</p> <p>L. As far as possible containers to be booked port to port directly.</p>
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	<p>M. The available product colors to be intimated by seller. The color will then be selected by buyer.</p> <p>N. Certificate of Quality/Analysis to be issued by third party inspection agency to meet the specification of this order and the Indian FCO standard. Trace elements not to be mentioned on the Analysis Report.</p> <p>O. Seller to Provide the Banking Channel detail on the Commercial Invoice to remit the payment.</p> <p>P. The following necessary documents, Certificate of origin, Certificate from the manufacturer for the supplier. Manufacturer's License and Certificate of analysis shall be provided by Seller for the purpose of distribution of above fertilizer in India.</p> <p>Q. On award of the contract, supplier shall establish a performance guarantee bond in the format prescribed by MMTC Limited for US \$ 25,000.</p> <p>R. All other terms shall be as per MMTC's standard terms for such import.</p> <p>S. Bids are to be submitted latest by 1400 HRS on 04.02.2019 through electronic mode for which bidders may log on to MMTC's e-procurement portal https://mmtc.abcprocure.com against the respective tender along with scanned copy of duly signed offer on letter head. Bid bond can be submitted in closed envelope to be dropped in tender box placed at MMTC limited, fertilizer division, 6th floor, core-1, scope complex, Lodi road, New Delhi-110003 before the closing time of receipt of the tenders as above.</p> <p>T. Contact person: 1. L Sandhya General Manager, 011-24381292, 011-24361370. Email id: lsandhya@mmtclimited.com 2. Manoj Kumar, Manager, 011-24381392, 24381360 Email id: manojk@mmtclimited.com</p> <p>U. Technical bid will be opened at 1415 HRS IST on 04.02.2019 and price bid will be opened after verification of technical bid.</p> <p>V. Bids are to be submitted in two bid system – technical bid and price bid.</p>
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Guidelines for bidders for participating E- tender with regard to DSC

- a. Help desk details of MMTC officials to help/ provide assistance to clients/bidders in their tender document:

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

- b. The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.

i) The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.

ii) The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.

iii) For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0

iv) Bidders shall be advised to print and save bid submission receipt on submission of bids

SUBMISSION OF BIDS

The offer complete in all respect to be submitted to our e-tendering portal only as per special terms and conditions contained in the document and the copy of the 'Technical Bid' with prescribed EMD and tender fee bearing the name and address of the bidders in envelop super scribed "TENDER FOR SUPPLY OF SULPHUR BENTONITE" should be dropped in Tender Box kept in Fertilizer Division, 6th Floor, Scope Complex, Lodhi Road, New Delhi, latest by 1400 HRS as on 04/02/2019. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Price Bid). The price bid submitted other than E-Mode will not be considered.

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, 6th FLOOR CORE NO.1
"SCOPE COMPLEX"
7- INSTITUTIONAL AREA, LODI ROAD,
NEW DELHI-110003,
INDIA.

DEAR SIRs,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF _____ MTS OF SULPHUR BENTONITE 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.

DATE:

FOR BANK:

PLACE:

ANNEXURE II

(PERFORMANCE BANK GUARANTEE PROFORMA)

BANK GUARANTEE NO. _____ DATED _____

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

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

DEAR SIRs,

1) WHEREAS, MMTc LIMITED, HAVING ITS REGISTERED OFFICE AT CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI -110 003 INDIA AND ONE OF ITS OFFICE AT _____ (HEREINAFTER CALLED "THE MMTc) HAVE ENTERED INTO CONTRACT NO. _____ DATED _____ (HEREINAFTER CALLED 'THE CONTRACT') FOR _____ WITH M/S. _____ (NAME) ADDRESS _____, (HEREINAFTER CALLED THE XX)

2) AND WHEREAS THE 'XX' UNDER THE CONTRACT IS REQUIRED TO FURNISH A SECURITY FOR THE PERFORMANCE OF THE CONTRACT AND MMTc HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS _____.

3) AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____ BANK, _____ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MMTc, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS _____ PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MMTc THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.

4) WE, _____ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MMTc NOT EXCEEDING THE SUM OF US DOLLARS _____ ONLY WITHOUT ANY DEMUR, DELAY, PROTEST AND WITHOUT ANY REFERENCE OR RECOURSE

TO THE 'XX' NOTWITHSTANDING ANY DISPUTE RAISED BY 'XX' IN ANY SUIT PROCEEDINGS RELATING 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 _____ 2019

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) / VENDOR(S):

THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(S) SHALL BE BOUND TO TAKE ALL MEASURES NECESSARY TO PREVENT FRAUD AND CORRUPTION WHILE DEALING WITH MPMC. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN "FRAUD PREVENTION POLICY" OF MPMC (FULL TEXT OF WHICH IS AVAILABLE ON MPMC'S WEBSITE AT <http://mpmclimited.gov.in> DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH MPMC.

a. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(S) SHALL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM OFFER, PROMISE OR GIVE OR OTHERWISE ALLOW ANY OF MPMC'S EMPLOYEE(S) ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND, WHATSOEVER, DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.

b. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(S) SHALL NOT ENTER WITH OTHER BIDDERS INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.

c. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF MPMC TO COMMIT ANY OFFENCE UNDER THE RELEVANT PROVISIONS OF IPC/PREVENTION OF CORRUPTION ACT; FURTHER THE BIDDER(S)/CONTRACTOR(S) / BUYER(S)/VENDOR(S) WILL NOT USE IMPROPERLY OR ALLOW ANY EMPLOYEE OF MPMC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MPMC AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.

d. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(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)/VENDOR(S) IF IN POSSESSION OF ANY INFORMATION REGARDING FRAUD/SUSPECTED FRAUD, HEREBY AGREE AND UNDERTAKE TO INFORM MPMC OF SAME WITHOUT ANY DELAY.

- (2) **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:** IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDOR(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 TO PERFORMANCE BANK GUARANTEE.