

**NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/5**  
**DATED 17.08.2017, FOR SUPPLY OF MOP IN BULK**

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

<b><u>NOTICE INVITING E-TENDER NO. MMTC/FERT/MOP/2017-18/5</u></b> <b><u>DATED 17.08.2017, FOR SUPPLY OF MOP IN BULK</u></b>		
1	COMMODITY	MURIATE OF POTASH (FERTILIZER GRADE) FREE FLOWING AND FREE FROM VISIBLE CONTAMINATION
2	QUANTITY	1. 35,000 MT +/- 5% - FIRM 2. 35,000 MT +/- 5% FIRM 3. 70,000 MT +/- 5% OPTIONAL IN TWO PARCELS MMTC SHALL HAVE THE DISCRETION TO DECIDE ON THE FIRM QUANTITY TO BE BOUGHT ON FINALISATION
3	DISCHARGE PORT & DISCHARGE RATE	MBPT(HAY BUNDER)/3000 MT PWWD SHEX EIU BASIS 4 OR MORE AVAILABLE WORKABLE HOLDS/HATCHES, PRORATA IF LESS.
4	SHIPMENT PERIOD	FOR FIRM QUANTITY: 1. FIRST PARCEL IN SEPTEMBER'17 2. SECOND PARCEL IN NOVEMBER'17 FOR OPTIONAL QUANTITY I. AS PER MMTC/ ITS BUYER REQUIREMENT BEFORE JUNE'18.
5	ORIGIN	TO BE INDICATED BY BIDDERS.
6	SPECIFICATIONS:	MURIATE OF POTASH (MOP)-AS PER INDIAN FCO MOSITURE, PER CENT BY WEIGHT, MAXIMUM, :0.5% WATER SOLUBLE POTASSIUM CONTENT (AS K2O), PER CEN BY WEIGHT, MINIMUM: 60.0 SODIUM AS NACL, PER CENT BY WEIGHT ( ON DRY BASIS) MAXIMUM: 3.5 PARTICLE SIZE: MINIMUM 65 PER CENT OF MATERIAL SHALL BE RETAINED BETWEEN 0.25 MM AND 1.7 MM IS SIEVE.  TOLERANCE LIMITS SHALL BE AS PER FCO.  PHYSICAL FORM: CRYSTALLINE FREE FLOWING WHITE / PINK COLOUR OF DARK SHADE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AND GRIT.  IN CASE CARGO IS NOT MEETING FCO, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND THE LANDED COST OF THE CARGO FOUND UNFIT AS WELL AS ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST THEREOF IMMEDIATELY ON MMTC/ITS BUYER'S FIRST DEMAND WITH VALUE DATE BEING DATE OF INITIAL PAYMENT TO THE SUPPLIER, FAILING WHICH PENALTY @ 18% P.A. SHALL BE PAYABLE UPTO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.
7	ANALYSIS	MMTC/ITS BUYER/THEIR AGENT SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF DISCHARGE THROUGH ANY STATE/CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER.

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8	WEIGHTMENT	WEIGHTMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER AT PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFT SURVEY AT DISCHARGE PORTS WHICHEVER IS LESS.
9	OPERATION OF CONTRACT	<p>IN CASE OF FOB CONTRACTS, SUPPLIER SHALL CONFIRM FIRM LAYCAN AND PORT OF LOADING FOR CHARTERING OF SUITABLE VESSELS. MMTC SHALL REQUIRE AROUND 7-10 WORKING DAYS FOR NOMINATION OF VESSEL AFTER CONFIRMATION OF FIRM LAYCAN AND LOADING PORT BY SUPPLIER. AFTER NOMINATION OF VESSEL WITHIN THIS STIPULATED PERIOD, THE SUPPLIER SHALL NOT BE ALLOWED TO CHANGE PORT OF LOADING AND LAYCAN PERIOD.</p> <p>IN CASE OF NON-AVAILABILITY OF VESSELS, THE CONTRACT SHALL BE OPERATED ON CFR BASIS AFTER OBTAINING NOC BY MMTC/BUYER FROM TRANSCART, ON SHIPMENT-TO-SHIPMENT BASIS. THE SUPPLIER SHALL NOMINATE VESSEL ONLY ON RECEIPT OF COMMUNICATION FROM MMTC/BUYER TO SUPPLY ON CFR BASIS.</p>
10	PRICE	<p>IN U.S. DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND C&amp;F BASIS FOR THE DESIGNATED DISCHARGE PORT/S. SUPPLIER SHALL ARRANGE FOR CHARTERING OF SUITABLE GEARED SINGLE DECK VESSEL(S) TO LOAD THE AGREED FIRM QUANTITY.</p> <p>THE PRICE SHOULD BE QUOTED FOR PAYMENT BY <u>LETTER OF CREDIT (L/C) AT SIGHT</u> AGAINST PRESENTATION OF SHIPPING DOCUMENTS.</p> <p>IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UPTO 180 DAYS. MMTC/ITS BUYER MAY OPT FOR AVAILING CREDIT FOR 30 / 60 / 90 / 180 DAYS FROM THE DATE OF BILL OF LADING.</p>
11	PAYMENT	<p>PAYMENT WILL BE EFFECTED THROUGH LETTER OF CREDIT. THE LETTER OF CREDIT (L/C) SHALL NOT BE TRANSFERABLE, DIVISIBLE AND ASSIGNABLE. THE L/C SHALL BE OPENED ON RECEIPT OF PERFORMANCE GUARANTEE BOND.</p> <p>THE CHARGES FOR ESTABLISHING L/C AND BANK CHARGES IN INDIA SHALL BE BORNE BY MMTC/ITS BUYER. ALL BANK CHARGES OUTSIDE INDIA AND THE L/C CONFIRMATION CHARGES WILL BE TO THE ACCOUNT OF SUPPLIER.</p> <p>PAYMENT AGAINST L/C SHALL BE MADE ON NEGOTIATION OF DOCUMENTS THROUGH BANK IN INDIA OR AFTER 30/90/180 DAYS FROM BILL OF LADING DATE, AS THE CASE MAY BE, ON PRESENTATION OF FOLLOWING DOCUMENTS.</p> <ul style="list-style-type: none"> <li>i) CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONGWITH FOUR COPIES.</li> <li>ii) NEGOTIABLE CLEAN BILL OF LADING AND THREE NON-NEGOTIABLE COPIES. CHARTER PARTY (C/P) BILL OF LADING (B/L)</li> </ul>

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		<p>ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF RELEVANT C/P ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN.</p> <p>iii) CERTIFICATE OF QUALITY (ANALYSIS REPORT) FROM INDEPENDENT INSPECTION AGENCY IN TRIPLICATE.</p> <p>iv) CERTIFICATE OF WEIGHT AND DRAFT SURVEY REPORT FROM INDEPENDENT SURVEYOR IN TRIPLICATE.</p> <p>v) COPY OF FAX / E-MAIL FROM SUPPLIER SENT TO CONCERN OFFICIAL OF THE BUYER AND TO OUR BUYER'S UNDERWRITERS (WHOSE DETAILS SHALL BE FURNISHED ALONGWITH LOI/ PURCHASE ORDER) WITHIN 24 HOURS OF SAILING OF EACH VESSEL, STATING NAME OF VESSEL, QUANTITY LOADED AND DATE OF SAILING OF SHIP AND ETA AT DESIGNATED DISCHARGE PORT.</p> <p>vi) CERTIFICATE OF ORIGIN ISSUED BY LOCAL CHAMBER OF COMMERCE / INDUSTRY, IN TRIPLICATE.</p> <p>vii) CERTIFICATE FROM THE SUPPLIER THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT ARE CORRECT AS TO QUANTITY, QUALITY, RATE, TOTAL VALUE AND THAT THE PAYMENT IS DUE IN ACCORDANCE WITH THE TERMS OF CONTRACT AT THE TIME OF PRESENTATION.</p> <p>viii) SUPPLIER'S CERTIFICATE TO THE EFFECT THAT TWO NEGOTIABLE SETS OF DOCUMENTS WITH TWO NON-NEGOTIABLE SETS HAVE BEEN COURIERED AND FAXED IMMEDIATELY ON SAILING OF EACH VESSEL DIRECTLY TO MMTC/ITS BUYER OR TO THE ADDRESSEE SPECIFIED BY MMTC.</p> <p>ix) CERTIFICATE FROM THE MASTER OF VESSEL FOR HAVING RECEIVED ONE COPY OF BILL OF LADING (B/L) AND SAMPLE IN SEALED JAR FROM INSPECTION AGENCY APPOINTED BY MMTC LTD.</p> <p>x) STOWAGE PLAN – THREE COPIES.</p> <p>xi) CERTIFICATE OF SAMPLING – THREE COPIES.</p>
12	INSPECTION AND TESTING	<p>THE SUPPLIER SHALL ENSURE THAT THE GOODS SHIPPED CONFORM TO THE AGREED QUALITY AND SPECIFICATIONS AND SHALL NOT SHIP GOODS WHICH DO NOT CONFORM TO THE AGREED QUALITY AND SPECIFICATION. MMTC/ITS BUYER RESERVES THE RIGHT, AT ITS OPTION AND COST, TO HAVE MATERIAL INSPECTED BEFORE SHIPMENT IN REGARD TO QUALITY AND SPECIFICATIONS. THE SUPPLIER / SHIPPER SHALL TENDER THE MATERIAL FOR INSPECTION TO THE AGENCY TO BE NOMINATED BY MMTC/ITS BUYER AND SHIPMENT SHALL BE EFFECTED ONLY AFTER THE MATERIAL IS INSPECTED. THE SUPPLIER / SHIPPER WILL PROVIDE FREE OF COST FACILITIES TO THE INSPECTION AGENCY AT THE LOAD PORT FOR TAKING SAMPLES.</p> <p>IRRESPECTIVE OF WHETHER MMTC/ITS BUYER APPOINTS INSPECTION</p>

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		<p>AGENCY OR NOT, IT WILL BE OBLIGATORY ON THE PART OF THE SUPPLIER TO OBTAIN CERTIFICATE OF INSPECTION FROM INTERNATIONALLY REPUTED INSPECTION AGENCY TO THE EFFECT THAT MATERIAL IS IN ACCORDANCE WITH THE SPECIFICATIONS LAID DOWN IN THE CONTRACT. THIS SHALL ACCOMPANY THE SHIPPING DOCUMENTS. THE INSPECTION FEE SHALL BE BORNE BY SUPPLIER.</p> <p>FOR THE PURPOSE OF DETERMINING QUALITY, THE INSPECTION AGENCY MAY AT THEIR DISCRETION DRAW SAMPLES OF THE MATERIAL AT THE PRODUCING FACTORY AS SPECIFIED IN THE CONTRACT BUT SHALL DRAW SAMPLES IN ALL CASES IN THE CUSTOMARY MANNER DURING THE LOADING OF THE VESSEL WITH A VIEW TO ENSURE THAT THE MATERIAL CONFORMS TO THE CONTRACTUAL SPECIFICATIONS. ANALYSIS REPORT SHOULD SPECIFY THE NUTRIENTS AND OTHER REQUIREMENTS OF THE CONTRACTUAL SPECIFICATIONS. THE REPORT SHALL SPECIFY THE METHODS OF ANALYSIS USED, TYPE OF SIEVE USED FOR DETERMINATION OF PARTICLE SIZE AND ALSO THE CONTRACT NUMBER, THE QUANTITY LOADED AND NAME OF THE VESSEL. A CLEAR INSPECTION NOTE WILL BE RELEASED BY THE INSPECTION AGENCY ONLY IF THEY ARE SATISFIED THAT THE CARGO MEETS CONTRACTUAL SPECIFICATIONS.</p>
13.	BILL OF LADING & INVOICE	<p>THE BILL OF LADING ISSUED FOR THE PRODUCT WILL STIPULATE THE NAME OF THE PORT IN INDIA. IN CASE OF DEVIATION MMTC/ITS BUYER'S REQUEST IT IS UNDERSTOOD THAT ALL TAXES, CONDITIONS, ACCEPTANCE OF THE B/L AND AFFREIGHTMENT CONTRACT ARE AUTOMATICALLY EXTENDED TO THE SECOND PORT WITHOUT ISSUING A NEW B/L. THE B/L WILL ALSO INCORPORATE CLAUSE PARAMOUNT, JAI SON CLAUSE, BOTH TO BLAME, COLLISION CLAUSE AND GENERAL AVERAGE.</p> <p>THE INVOICE QUANTITY SHALL BE BASED ON WEIGHMENT AS PER CLAUSE NO.8.</p> <p>REBATE / PENALTY FOR EXCESS MOISTURE BEYOND THE PERMISSIBLE LIMIT SHALL BE AS PER CLAUSE NO. 6.</p>
14	SHIPMENT CONDITIONS IN RESPECT OF C&F/CIF CONTRACT	<p>THE SUPPLIER SHALL ABIDE BY THE FOLLOWING TERMS FOR C&amp;F SHIPMENTS: SUPPLIER SHALL ARRANGE FOR CHARTERING OF SUITABLE GEARED SINGLE DECK VESSEL(S) TO LOAD THE AGREED QUANTITY. VESSELS TO HAVE TEST CERTIFICATE COVERING VESSEL'S GEAR IN ACCORDANCE WITH INTERNATIONAL DOCK SAFETY CONVENTION, VALID FOR THE DURATION OF THE CHARTER.</p> <p>VESSELS SHALL BE CHARTERED ON THE BASIS OF ONE / TWO SAFE BERTH, ONE / TWO SAFE PORT ON WEST COAST / EAST COAST OF INDIA AS REQUIRED.</p>
14.1	EXTRA PORT AND PORT CHARGES	<p>IN CASE MMTC/ITS BUYER COULD NOT RECEIVE THE VESSEL AT THE NOMINATED PORT, A SECOND PORT WILL BE NOMINATED. EXTRA FREIGHT FOR THE ADDITIONAL STEAMING WILL BE TO MMTC/ITS BUYER'S ACCOUNT.</p> <p>HOWEVER, IF THE NOMINATION OF THE CHANGED PORT IS DONE 72 HOURS IN ADVANCE, EXTRA FREIGHT TO THE EXTENT OF ADDITIONAL DISTANCE ONLY SHALL BE PAID.</p>

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		<p>MMTC/ITS BUYER SHALL DECLARE THE DISCHARGE PORT AT THE TIME OF ACCEPTING THE VESSEL OFFERED BY TENDERER.</p> <p>CO-SHIPMENT NOT PERMITTED. HOWEVER, IF NEED ARISES PRIOR APPROVAL OF MMTC/ITS BUYER SHOULD BE OBTAINED IN WRITING.</p>
14.2	DISCHARGE RATE AND EXCEPTED PERIOD	<p>THE CARGO SHALL BE DISCHARGED FROM THE VESSEL AT AN AVERAGE RATE AS STIPULATED IN <u>CLAUSE 3</u> BASIS FOUR OR MORE AVAILABLE AND WORKABLE HATCHES / HOLDS AND PRORATA IF LESS, PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS, SUNDAYS AND HOLIDAYS EXCEPTED, EVEN IF USED (WWDSHEXEIU).</p> <p>TIME SHALL NOT BE COUNTED BETWEEN 12.00 NOON ON SATURDAY AND 8.00 A.M. ON MONDAY AND NOT BETWEEN 5.00 P.M. (NOON IF SATURDAY) ON THE LAST WORKING DAY PRECEDING A LOCAL AND LEGAL HOLIDAY AND 8.00 A.M. ON THE FIRST WORKING DAY THEREAFTER EVEN IF USED, UNLESS THE VESSEL IS ALREADY ON DEMURRAGE. RECEIVERS HAVE THE RIGHT TO WORK DURING EXCEPTED PERIOD SUCH TIME USED NOT TO COUNT AS LAY TIME.</p>
14.3	NOTICE OF READINESS & COMMENCEMENT OF LAYTIME	<p>THE MASTER SHALL GIVE NOTICE OF READINESS TO MMTC/ITSBUYER OR NOMINATED AGENTS DURING OFFICIAL WORKING HOURS. THE TIME AT DISCHARGING PORT SHALL BEGIN TO COUNT FROM 24 RUNNING HOURS AFTER THE VESSEL'S ARRIVAL WITHIN THE PORT LIMITS AND NOTICE OF READINESS TENDERED AND ACCEPTED DURING OFFICIAL WORKING HOURS, REPORTED AND IN FREE PRATIQUE, WHETHER IN BERTH OR NOT, BUT NOT BETWEEN THE HOURS OF 5 P.M. AND 8.00 A.M. ON A WEEK DAY OR DURING ANY OF THE PERIODS EXCEPTED (FOR DISCHARGE PORT) EVEN IF USED.</p> <p>THE NON-WEATHER / HALF WEATHER WORKING DAYS AS DECLARED BY LOCAL CHAMBER OF COMMERCE NOT TO COUNT AS LAYTIME EVEN IF USED WHETHER THE VESSEL IS ON BERTH OR IN STREAM, WHETHER DISCHARGING OR NOT. HOWEVER, ONCE THE VESSEL IS ON DEMURRAGE SUCH DAYS WILL ALSO COUNT AS LAYTIME, SUBJECT TO FORCE MAJEURE CONDITIONS.</p> <p>SURF DAYS NOT TO COUNT AS WEATHER WORKING DAYS EVEN IF USED.</p> <p>NO CARGO IS TO BE LOADED IN TWIN DECKS, DEEP TANKS, WING TANKS OR BUNKER SPACES. THE MASTER IS, HOWEVER, TO HAVE THE LIBERTY OF LOADING IN SUCH SPACES FOR THE PURPOSE OF STABILITY OF THE VESSEL BUT ANY EXTRA EXPENSES INCURRED BY REASONS OF DISCHARGING FROM SUCH SPACES NOT EASILY ACCESSIBLE IS TO BE TO THE SHIP OWNER'S / SUPPLIER'S ACCOUNT AND THE LAYTIME ADMISSIBLE WILL BE CALCULATED AT HALF THE SPECIFIED NORMAL RATE FOR DISCHARGING.</p> <p>COST OF SHIFTING TO SECOND BERTH (IF USED) INCLUDING FUEL SHALL BE TO THE VESSEL OWNER'S / SUPPLIER'S ACCOUNT AND TIME USED IN SHIFTING NOT TO COUNT AS LAYTIME.</p> <p>COST OF OPENING AND CLOSING OF HATCHES SHALL BE TO SHIP OWNER'S / SUPPLIER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAYTIME.</p>

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		<p>SUPPLIER / SHIP OWNERS TO UNDERTAKE THAT VESSEL'S ARRIVAL DRAFT AT THE DISCHARGING PORT IN INDIA NOT TO EXCEED THE NORMS OF DESIGNATED DISCHARGE PORT. ANY LIGHTERAGE COST OVER AGREED DRAFT ON ARRIVAL SHALL BE ON SHIP OWNER'S SUPPLIER'S RISK AND COST AND TIME USED NOT TO COUNT AS LAYTIME.</p> <p>RIGGING GANGS EMPLOYED AT DISCHARGING PORT TO BE FOR OWNER'S / SUPPLIER'S ACCOUNT.</p> <p>THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEARS FOR DISCHARGING ALSO LIGHTS FOR NIGHT WORK ON BOARD. IF ALL GEARS ARE NOT AVAILABLE DISCHARGE RATE TO BE REDUCED PROPORTIONATELY.</p>
14.4	DEMURRAGE/ DESPATCH	<p>DEMURRAGE / DESPATCH RATE SHALL BE AS PER CHARTER PARTY. MMTc/ITS BUYER SHALL BE INTIMATED THE RATE OF DEMURRAGE / DESPATCH AT THE TIME OF NOMINATION/FIXING OF THE VESSEL.</p> <p>SUPPLIER SHALL PAY TO MMTc/ITS BUYER DESPATCH MONEY AND MMTc/ITS BUYER TO PAY TO SUPPLIER DEMURRAGE MONEY AT THE RATE AND IN THE CURRENCY AS MENTIONED AT THE TIME OF FIXING OF VESSEL PER DAY AND PRORATA FOR PART OF A DAY FOR ALL WORKING TIME SAVED IN DISCHARGING.</p> <p>HOWEVER, IF DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY REASONS OF PORT PROBLEMS, FIRE, EXPLOSION, STORM OR BY STRIKE, LOCK-OUT, STOPPAGE OR RESTRAINT OF LABOUR OF MASTER, OFFICERS AND CREW OF THE VESSEL OR TUG BOATS OR PILOTS OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE WILL BE PAYABLE.</p> <p>IT WILL BE AGREED THAT MMTc/ITS BUYER OR ITS NOMINEE SHALL HAVE TO SIGN THE STATEMENT OF FACTS AND OTHER CUSTOMARY DOCUMENTS TOGETHER WITH THE MASTER OF THE VESSEL AND SHIP OWNER'S AGENT AT DISPORT.</p> <p>OVERTIME TO THE ACCOUNT OF PARTY ORDERING THE SAME. OFFICERS' / CREWS' OVERTIME TO BE ALWAYS FOR SUPPLIER'S / SHIP OWNER'S ACCOUNT.</p> <p>SUPPLIER'S / CHARTERER'S SHALL APPOINT MMTc/ITS BUYER'S AGENT AT DISCHARGE PORT AND THE FEES SHALL BE PAYABLE BY THE SHIP OWNERS AT USUAL TARIFF.</p> <p>FOUR (4) COPIES OF CHARTER PARTY TO COVER EACH SHIPMENT SHALL BE AIR MAILED TO MMTc/ITS BUYER BY TENDERER WITHIN 30 DAYS OF SAILING OF VESSEL. HOWEVER, FIXTURE NOTE TO BE IMMEDIATELY FAXED ON NOMINATION / CONFIRMATION OF THE VESSEL.</p> <p>AFTER ARRIVAL OF THE VESSEL AT THE CUSTOMARY ANCHORAGE AT THE PORT OF UNLOADING, THE MASTER / HIS AGENT SHALL GIVE MMTc/ITS BUYER OR THEIR AGENT NOTICE BY LETTER, TELEPHONE, TELEGRAPH, WIRELESS TO MMTc/ITS BUYER / THEIR NOMINEES CONFIRMING THAT THE VESSEL IS IN ALL RESPECTS READY TO DISCHARGE THE PRODUCT.</p> <p>WHEN DELAY IS CAUSED TO VESSEL GETTING INTO BERTH GIVING NOTICE OF READINESS FOR ANY REASON OVER WHICH MMTc/ITS BUYER HAS NO CONTROL, SUCH DELAY SHALL NOT COUNT AS USED LAY TIME.</p> <p>IF THE PORT AUTHORITIES PROHIBIT DISCHARGING DURING NIGHT TIME,</p>

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		TIME SO LOST SHALL NOT COUNT AS USED LAYTIME. TIME CONSUMED BY THE VESSEL IN MOVING FROM THE DISCHARGE PORT / ANCHORAGE TO THE ANCHORAGE / DISCHARGING BERTH WILL NOT COUNT AS LAY TIME.
14.5	SAFE BERTH AND SHIFTING	THE VESSEL HAVING A DRAFT AS INDICATED IN THE TENDER SHALL DISCHARGE AT ANY SAFE BERTH. MMTC/ITS OWNER HAS THE RIGHT OF SHIFTING THE VESSEL FROM ONE BERTH TO ANOTHER BERTH / ANCHORAGE I.E. ONE/TWO SHIFTING SHALL BE PERMITTED AND SHIFTING CHARGES UPTO TWO SHIFTING SHALL BE TO SUPPLIER'S / OWNER'S ACCOUNT.
14.6	PORT DUES	AT DISCHARGING PORT, DUES ON VESSEL INCLUDING CARGO RELATED CHARGES WILL BE FOR THE SUPPLIER'S / OWNER'S ACCOUNT BUT DUES ON PRODUCT INCLUDING IMPORT DUTIES TAXES AND CUSTOMS DUTIES WILL BE TO BUYER'S ACCOUNT.
14.7	COMPLETION OF DISCHARGE	THE VESSEL SHALL HAVE THE LIBERTY TO SAIL IMMEDIATELY ON COMPLETION OF DISCHARGE AND FINAL JOINT DRAFT SURVEY UNLESS OBSTRUCTED BY WEATHER, FOG OR PORT CONDITIONS, FOR WHICH MMTC/ITS BUYER SHALL NOT BE RESPONSIBLE BY ANY MANNER.
15	SHIPPING CONDITION IN RESPECT TO FOB CONTRACTS	<p>WITHIN 15 DAYS OF THE CONCLUSION OF THE CONTRACT, THE SUPPLIER WILL GIVE TO MMTC/ITS BUYER A FIRM SHIPMENT SCHEDULE INDICATING QUANTITIES, WHICH SHALL BE AS PER MMTC/ITS BUYER'S REQUIREMENT. SUPPLIER SHALL MAKE AVAILABLE THE AGREED QUANTITY TO ENABLE MMTC/ITS BUYER TO CHARTER SUITABLE VESSEL.</p> <p>MMTC/ITS BUYER /THEIR CHARTERER WILL ARRANGE AND COORDINATE SHIPMENT AND WILL CHARTER OR ARRANGE TO CHARTER A SHIP ACCORDING TO THE SCHEDULE GIVEN BY THE SUPPLIER'S OR WITHIN 15 DAYS AFTER THAT DATE.</p> <p>MMTC/ITS BUYER TO ASK FOR SUPPLIER'S / SHIPPER'S STEM APPROVAL BEFORE FIXING VESSEL GIVING THE VESSEL DETAILS. AFTER OBTAINING STEM APPROVAL FROM SUPPLIER / SHIPPER ENTIRE RESPONSIBILITY &amp; LIABILITY ARISING OUT OF DELAY IN BERTHING, LOADING, AVAILABILITY OF CARGO SHALL BE TO SUPPLIER'S ACCOUNT.</p> <p>IF CARGO IS NOT AVAILABLE AFTER SHIP HAS ARRIVED IN THE PORT OF LOADING ACCORDING TO SCHEDULE, THE TENDERER SHALL BE RESPONSIBLE FOR THE COSTS AND DEMURRAGE OF THE VESSEL, AND DEAD FREIGHT, IF ANY DUE TO INCOMPLETE LOADING BECAUSE OF THE UN-READINESS OF EITHER PART OR WHOLE OF THE GOODS WHEN THE VESSEL HAS BEEN IN PORT AT DUE TIME, AND THE NOTICE OF READINESS HAS BEEN SERVED AND ACCEPTED.</p> <p>VESSELS TO BE FULLY FITTED WITH WINCHES AND DERRICKS IN GOOD WORKING ORDER, CAPABLE OF BEING WORKED SIMULTANEOUSLY AND TO THEIR FULL CAPACITY. THE VESSEL SHALL GIVE FREE USE OF WINCHES AND STEAM OR POWER FOR SAME IF REQUIRED, BUT NOT EXCEEDING THEIR ORDINARY CAPACITY AND ALL AVAILABLE GEAR FOR LOADING AND DISCHARGING, ALSO LIGHT FOR NIGHT WORK ON BOARD, WINCHMAN</p>

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		<p>FROM CREW TO BE USED IF PERMITTED, OTHERWISE SHORE WINCHMAN WILL BE FOR SUPPLIER'S ACCOUNT.</p> <p>VESSELS NOMINATED BY BUYER TO BE DRY AND CLEAN.</p> <p>THE SUPPLIER AGREES TO LOAD FROM ONE / TWO SAFE BERTH(S) ALWAYS ACCESSIBLE FROM THE PORT. IN CASE, TWO BERTHS ARE USED FOR LOADING, SHIFTING EXPENSES INCLUDING BUNKER / FUEL CONSUMED, TUG HIRE AND CREW'S OVERTIME WILL BE TO VESSEL'S ACCOUNT AND TIME FOR SHIFTING NOT TO COUNT AS LAYTIME. COST INVOLVED FOR MORE THAN ONE SHIFTING IS TO BE ON SUPPLIER'S ACCOUNT.</p> <p>IF CARGO HAS TO BE LOADED INTO DEEP TANKS OR PLACES NOT EASILY ACCESSIBLE FOR STABILITY OF THE VESSEL, ANY EXTRA COSTS FOR LOADING SHALL BE BORNE BY THE OWNERS.</p> <p>AT LOAD PORT TIME TO COMMENCE AT 1.00 P.M. IF NOTICE OF READINESS TO LOAD IS TENDERED DURING OFFICE HOURS BEFORE NOON AND 8.00 A.M. NEXT WORKING DAY IF NOTICE OF READINESS IS TENDERED DURING OFFICE HOURS AFTER NOON WHETHER IN THE PORT OR IN THE ROADSTEAD, WHETHER IN BERTH OR NOT, WHETHER FREE PRATIQUE GRANTED OR NOT OR NOTICE OF READINESS ACCEPTED OR NOT. FRIDAYS / SUNDAYS (AS THE CASE MAY BE) AND HOLIDAYS EXCLUDED UNLESS USED AND IF USED ACTUAL TIME USED TO COUNT AS LAYTIME. <u>IF LOADING STARTS BEFORE COMMENCEMENT OF LAYTIME, ONLY HALF OF SUCH TIME USED TO COUNT AS LAYTIME.</u></p> <p>THE SUPPLIER / SHIPPER WILL LOAD, STOW AND TRIM THE VESSEL AT THE PORT OF LOADING AT THE MINIMUM RATE INDICATED IN CLAUSE 15.00 OF GTC PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS, THURSDAY / SATURDAY AFTERNOON (AS THE CASE MAY BE), FRIDAY / SUNDAY AND HOLIDAY EXEMPTED, AT THEIR OWN COST. TIME SHALL NOT COUNT BETWEEN NOON THURSDAY/ SATURDAY AND 8.00 A.M. ON SATURDAY / MONDAY NOR BETWEEN 5.00 P.M. (NOON THURSDAY /SATURDAY) ON THE LAST WORKING DAY PRECEDING A LEGAL HOLIDAY AND 8.00 A.M. ON THE FIRST WORKING DAY THEREAFTER UNLESS USED AND IF USED ACTUAL TIME USED TO COUNT UNLESS THE VESSEL IS ALREADY ON DEMURRAGE.</p> <p>PORT CHARGES, QUAY DUES AND SIMILAR DUES ON SHIP TO OWNER'S ACCOUNT. SUPPLIER TO PAY ALL DUES, TAXES AND DUTIES ON THE CARGO IN THE COUNTRY OF ORIGIN.</p> <p>BUYER TO BE RESPONSIBLE TOWARDS SUPPLIER FOR DESPATCH MONEY ON ALL WORKING TIME SAVED AT LOADING PORT.</p> <p>FIRST OPENING AND LAST CLOSING OF HATCHES, TO BE FOR OWNER'S ACCOUNT AND TIME USED NOT TO COUNT.</p> <p>THE CARGO SHALL BE LOADED BY SUPPLIER / SHIPPER FREE OF EXPENSES AND RISK TO THE VESSEL BUT UNDER THE SUPERVISION OF MASTER.</p> <p>OVERTIME FOR ACCOUNT OF THE PARTY ORDERING IT. OFFICERS' / CREW'S OVERTIME TO OWNER'S ACCOUNT. OVERTIME IF ORDERED BY PORT AND CUSTOM AUTHORITIES SAME TO BE SHARED EQUALLY BETWEEN OWNERS AND SUPPLIER AT LOADING PORT.</p>
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		SHIP OWNER'S TO GIVE SUPPLIER'S / SHIPPER'S SEVEN RUNNING DAYS APPROXIMATE NOTICE OF VESSEL'S EXPECTED READINESS TO LOAD, STATING APPROXIMATE QUANTITY REQUIRED IN METRIC TONS OR CAUSE SUCH NOTICE TO BE SERVED ON SHIPPER'S PORT REPRESENTATIVE. FIVE RUNNING DAYS DEFINITE NOTICE OF VESSEL LOAD READINESS AT LOADING PORT WILL BE GIVEN TO SUPPLIER'S / SHIPPER'S OR THEIR REPRESENTATIVE, TIME OF ARRIVAL TO BE CONFIRMED TELEGRAPHICALLY BY THE MASTER NOT LATER THAN 48 HOURS IN ADVANCE.
16	QUALITY CLAIMS	MMTC/ITS BUYER SHALL LODGE CLAIMS, IF ANY, FOR QUALITY WITHIN 90 DAYS OF DISCHARGE OF CARGO AT THE DESTINATION PORTS BASED ON THE ANALYSIS RESULT OBTAINED AT LOAD PORT / DISPORT AND THE SUPPORTING DOCUMENTS SHALL BE SENT BY MMTC/ITS BUYER TO THE SUPPLIER BY AIR MAIL WITHIN 30 DAYS OF LODGING THE CLAIMS. IF THE SUPPLIER DO NOT ACCEPT THE SAME, THE SAMPLE DRAWN AT LOAD PORT/ DISPORT FOR UMPIRE ANALYSIS SHALL BE GOT ANALYZED FROM UMPIRE LABORATORY AND THE COST OF SUCH UMPIRE'S ANALYSIS SHALL BE BORNE BY THE LOSING PARTY. THE RESULT OF SUCH UMPIRE ANALYSIS SHALL BE FINAL AND BINDING ON BOTH THE PARTIES.
17	MUTUALLY AGREED DAMAGES	<p>IN THE EVENT OF FAILURE TO DELIVER THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT, IT IS AGREED THAT MMTC/ITS BUYER SHALL HAVE THE RIGHT TO EXERCISE <u>ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</u></p> <ol style="list-style-type: none"> <li>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 BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</li> <li>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 CANCELING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. <u>MMTC/ITS BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</u></li> <li>III. TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN DELIVERING THE MATERIAL FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL DELIVERY PERIOD UNTIL ACTUAL DELIVERY OR UNTIL MMTC/ITS BUYER SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 1% PER WEEK FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.</li> </ol>

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18	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 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 IS 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 &amp; MANAGING DIRECTOR OF MMTC/ITS BUYER.</p> <p>v) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.</p>
19	VALIDITY	OFFER TO BE KEPT VALID FOR 35 DAYS FROM DATE OF OPENING AND IT SHALL NOT BE WITHDRAWN IN VALIDITY PRIOD.
20	DISPUTES/ ARBITRATION	ALL DISPUTES OR DIFFERENCES, WHATSOEVER, ARISING BETWEEN THE PARTIES OUT OF OR RELATING TO THE CONSTRUCTION MEANING AND OPERATION OR EFFECT OF THIS CONTRACT OR THE BREACH THEREOF SHALL BE SETTLED BY ARBITRATION OF THE INDIAN COUNCIL OF ARBITRATION IN ACCORDANCE WITH ARBITRATION & CONCILIATION ACT 1996. THE AWARD OF THE ARBITRATOR SHALL BE BINDING ON THE PARTIES. THE ARBITRATORS SHALL GIVE A REASONED AWARD. COST OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. VENUE OF THE

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		ARBITRATION SHALL BE IN MUMBAI, INDIA.
21	GENERAL	<ol style="list-style-type: none"> <li>1. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</li> <li>2. 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.</li> <li>3. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</li> <li>4. 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.</li> <li>5. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</li> <li>6. 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.</li> <li>7. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDIARY OF MMTC, AND MANUFACTURER 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 3% OF CONTRACT VALUE.</li> <li>8. ALL NEW SUPPLIERS EXCEPT MANUFACTURER (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&amp;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.</li> <li>9. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</li> <li>10. 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</li> </ol>

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		<p>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></p> <p>11. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 22.08.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE <a href="https://mmtc.eproc.in/productmmtc/publicdash">HTTPS://MMTC.EPROC.IN/PRODUCTMMTC/PUBLICDASH</a>. 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>12. 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 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

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PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.

- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.
2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

**SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)**

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.
- A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
- B) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
- C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
- D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.
- E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.
2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

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**SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.**

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.
- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

**SECTION 4 – COMPENSATION FOR DAMAGES**

- 1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.
- 2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.
- 3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

**SECTION 5 – PREVIOUS TRANSGRESSION**

- 1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE

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ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.

2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

**SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)**

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.

2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

**SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/VENDOR(S)/BIDDER(S)**

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

**SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.

2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. 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.



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7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.

8. THE WORD “IEM” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

**SECTION 9 – PACT DURATION**

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.

2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

**SECTION 10 – OTHER PROVISIONS**

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.

2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.

3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.

4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

.....  
(FOR & ON BEHALF OF MMTC)  
(OFFICE SEAL)

.....  
(FOR & ON BEHALF OF BUYER/VENDOR/BIDDER)  
(OFFICE SEAL)

PLACE : .....  
DATE : .....

WITNESS 1 : .....  
NAME :  
ADDRESS :

WITNESS 2 : .....  
NAME :

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ADDRESS :

**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 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

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GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: \_\_\_\_\_ FOR \_\_\_\_\_  
PLACE: \_\_\_\_\_ BANK \_\_\_\_\_

**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 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

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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 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 MMTc 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 \_\_\_\_\_ 2014

YOURS FAITHFULLY

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

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**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.
  - 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

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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.