

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

1. MMTC Ltd. intends to purchase 10,394,091 MMBTU of RLNG at GCV of 9880 Kcal/SCM (at approx. 30,843 MMBTU per days for delivery at delivery point at FACT Limited, Udyog Mandal, *(i.e. the flange connecting GAIL's [Gas Authority of India Ltd., the owner of transmission pipeline from PLL Terminal to FACT], facilities to FACT's facilities immediately after the RLNG measurement facilities in FACT's premises at Udyogamandal)* Kochi during the period of 24.08.2016 and 23.08.2017. Our customer's plant will be under Annual Turn Around tentatively during 17.03.2017 and 13.04.2017 during which period there will be no consumption of RLNG.

1.1. Bidders are also given the options for delivery of RLNG Ex- Pertronet LNG Ltd (PLL) Terminal, Kochi basis. Such bids will be loaded with applicable transmission charges prescribed by PNGRB (Petroleum and Natural Gas Regulaatory Board) for transmission of RLNG from PLL Terminal, Kochi to FACT (presently Rs. 28.98/MMBTU) plus service tax towards transmission charges from PLL's terminal to the delivery point defined above.

1.2. Selection of delivery basis will be sole discretion of FACT.

1.3. Insurance charges up to the delivery point quoted by the bidder shall be arranged by bidder.

2. Of the above quantity

2.1. Supply of 8,372,091 MMBTU RLNG (at approx. 24,843 MMBTU per day) shall be on Firm basis. A grace period of one month from 24.08.2017 is to be given to FACT for complete lifting of this quantity without any Take or Pay or Holding charges.

2.2. Take or Pay obligation and Holding charges, if insited by seller will be applicable only on a maximum quantity of 1,5568,254 MMBTU (approx 40 MMSCM).

2.3. Supply of 2,022,000 MMBTU RLNG (at approx. 6000 MMBTU per day) shall be on Reasonable Endeavour (RE) basis.

3. Specification of RLNG

3.1. Gross Heating Value of Gas: 9880 Kcal/SCM.

3.2. Net Heating Value of Gas: The Gas offered at the Delivery Point shall have minimum Net Heating Value in gaseous state equal to 8569 kilo calories per Standard Cubic Meter.

3.3. Composition of Gas: The Gas to be supplied by Seller to buyer shall have the following composition The Gas to be supplied by Seller to our buyer FACT shall have the following composition:

Component	Specifications
Methane (C1)	not less than 88 Mol%
Ethane (C2)	not more than 6.0 Mol %
Propane (C3)	not more than 3.50 Mol %
Butanes (C4) and heavier	not more than 2.0 Mol %
Pentanes (C5)and heavier	not more than 0.1 Mol %
Nitrogen	Not more than 1 mol%
Carbon dioxide	Not more than 100 ppm, mol
Oxygen	Not more than 50 ppm, mol

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

H2S	Not more than 5 mg/Nm ³
Mercaptan Sulphur	Not more than 7 mg / Nm ³
Total Sulphur	Not more than 30 mg / Nm ³
Impurities	Gas shall be reasonably free from dust, gum forming constituents and other deleterious solid and/or liquid matter
Water content / moisture	No free water shall be present

- 3.4. Gas delivery pressure at FACT battery limit should be in range of delivery pressure of 45 kg/cm² to 50 kg/cm².
- 3.5. Seller shall deliver Gas at a temperature between 0 degree Celsius and 35 degree Celsius.
- 3.6. Any gaseous other than specification above may be clearly specified with percentage composition.
- 3.7. In case the bidder offer RLNG Ex-PLL terminal, cochin basis, the specifications of the RLNG supplied Ex PLL Terminal shall be such that the specifications as above are met at the flange connecting GAIL's facilities to FACT's immediately after the RLNG measurement facilities in FACT's premises at Udyogmandal.
- 3.8. Insurance charges up to the delivery point quoted by the bidder shall be loaded, in case insurance is not arranged by bidder.
4. The tentative date of commencement of supply is 24.08.2016. However, the exact date of commencement of RLNG supply will be as mutually discussed and agreed. In case the commencement of supply is delayed, the date of completion shall be suitably extended.
5. The successful bidder who has offered delivery at FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis should enter into commercial arrangements with Petronet LNG, Kochi (PLL) for [A] discharge of LNG from ships to the storage tanks of PLL so as to meet the delivery requirements of FACT, storage, Re-gasification of LNG and delivery Ex-PLL Terminal (OR) for [B] procurement of RLNG from PLL, for supply to FACT as per the requirements of FACT. Copy of the valid agreement the successful bidder has entered into with PLL as above, shall be submitted by the bidder within 15 days of receipt of Letter of Intent from MMTC, failing which the order is liable to be cancelled and it may be awarded to next bidder at MMTC's option.

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

- 5.1. The successful bidder who has offered delivery at FACT, Udyogamandal should also enter into Gas Transmission Agreement and Capacity Tranche agreement with GAIL, for transmission of RLNG from LNG Terminal Facilities of Petronet LNG Ltd. at Puthuvypeen, Kochi to FACT, Udyogamandal. Copy of the valid GTA the successful bidder has entered into with GAIL, shall be submitted by the bidder within 15 days of receipt of Letter of Intent from FACT, failing which the order shall be amended on ex-PLL, Kochi terminal basis reducing the transmission charges and taxes thereon from the FACT, Udyogamandal price quoted.
6. **Price:**
- 6.1. The price quoted shall be as per the pricing formula as per the Price Bid format at **Annexure**. The bidder shall quote the Premium (if any) or Discount, Customs Duty, Plant loss (if any), Re-gasification charges (if any), Marketing margin (if any) and Gas Transmission charges (if any). The bidder shall also indicate the quantity offered, credit offered, the rate of interest for 60, 90, 120 and 180 days, the delivery period, taxes and duties in the said price bid format.
- 6.2. **Upper ceiling on the price as per the pricing formula:** The DES West India price as published in Platts LNG Daily (price per mmbtu) [Item A of the pricing formula] shall be subject to a maximum of 200% of the Average of the Platts Daily LNG Markers (USD / MMBTU) DES West India applicable for the month July 2016. [eg. In case the average for July 2016 is USD 4.30 / MMBTU, Item A of the pricing formula shall not exceed USD 8.60 / MMBTU]. Any increase beyond 200% of the Average of the Platts Daily LNG Markers (USD / MMBTU) DES West India applicable for the month July 2016 shall be borne by the seller.
- 6.3. Bidder shall indicate the quantity offered, credit offered and the delivery period offered in the **Un-Priced Bid Format** as per **Annexure**. The bidder shall also mention whether the Premium (if any) or Discount, Plant loss (if any), Customs Duty, Re-gasification charges (if any), Marketing margin (if any), Gas Transmission charges (if any), the rate of interest for 60, 90, 120 and 180 days, Taxes and duties etc. have been QUOTED / NOT QUOTED
7. The Premium (if any) or Discount quoted, Plant loss (if any), Re-gasification charges (if any), Marketing margin (if any), Gas Transmission charges (if any), credit offered and the rate of interest quoted shall remain firm during the contract period.
8. **Earnest Money Deposit (EMD):** Bidder shall submit along with their bid, Earnest Money Deposit (EMD) of Rs. 5 Crores.
9. **Due date and time for receipt of Bids: 12.07.2016 - 14.30 hrs. IST**

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

9.1. date and time of opening of Bids: 12.07.2016 - 14.45 hrs. IST

10. Bids shall be valid for 15 days from date of opening.

11. The period of Planned Maintenance Program (Annual Turn Around) at FACT is tentatively from 17.03.2017 to 13.04.2017. There will be no consumption of RLNG during the period of Planned Maintenance Program.

12. Payment: **As per article 7.0 of Standard terms and conditions of Purchase (Annexure).**

12.1. Invoices shall be raised on fortnightly basis. Credit period of 60, 90, 120 and 180 days from the date of submission of invoice is to be offered. The bidder shall indicate the rate of interest in their offer.

12.2. Availing credit will be at the sole discretion of MMTC. For evaluation and comparison of offers, interest rate of 14% (fourteen %) per annum shall be considered in cases where the bidder has not quoted specific rates.

12.3. MMTC will provide L/C for the credit period if required by the successful bidder. If LC is insisted, bank charges as below will be loaded for evaluation of offers.

LC Charges:	
LC commitment	0.3%/ quarter
LC Usance charge	0.6%/ quarter

In case bidder insists for standby LC, bank charges as below will be loaded for evaluation of offers:

LC Charges:	
For inland LC	0.46% / quarter
For foreign LC	0.6% / quarter

Standby LC, if required can be provided only for value of maximum 3 fortnights' supply.

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY
OF RLNG**

13. MMTC is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning reasons whatsoever. FACT also reserves the right to place order / orders on one or more bidders.

Annexure-I

DETAILS OF PREVIOUS SUPPLIES:

Details of previous supplies of LNG / RLNG to India during preceding three years as on the due date of submission of offer:(as required under pre-qualification criteria).

Year	Purchase Order / Contract No./ Date	Quantity as per Purchase Order / Contract	Buyer	Source / Port of Loading	Date and Quantity as per Invoice /Bill of Lading	Port of Discharge (if applicable)
2013-2014						

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

2014-2015						
2015-16						

Copy of Contract(s)/Term sheets / Gas Supply Contracts / Bill(s) of Lading / Invoice(s) / Performance Certificate in support of above shall be furnished. The bidder shall also submit letters from the buyers confirming receipt of LNG / RLNG as per clause 9.1 of the enquiry notice.

Date	Name
	Signature
	Designation
	(Authorized Signatory)
Seal	

Annexure-II

Standard Terms and Conditions for Purchase
(R-LNG / LNG)

“MMTC

” / “Buyer”, wherever used hereinafter shall mean MMTC Limited, having its Registered office at Core 1 SCOPE COMPLEX Lodi Road, India and its various Divisions. This Purchase Order/contract is issued by Corporate Materials, FACT - Head Office, FACT-PD Administrative Building, Udyogamandal on behalf of FACT/buyer.

The terms “Seller” Shall mean the firm/manufacturer/trader/individual on whom MMTC places this Purchase Order / Contract.

1.0 **Quantity, Quality and Acceptance:**

1.1 For delivery at FACT, Udyogamandal: The quantity, quality and acceptance of the supply of RLNG shall be as measured at delivery point viz. the flange connecting GAIL’s facilities to FACT’s facilities immediately after the RLNG measurement facilities in FACT’s premises at Udyogamandal.

1.2 For delivery Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi: The quantity, quality and acceptance of supply of RLNG shall be as measured by the measurement facilities of FACT’s authorized transporter.

2.0 **Security Deposit:**

The Seller shall be required to submit a performance guarantee bond equivalent to 1% (one per cent) of the order value towards Security Deposit (SD) for the faithful performance of the contract, subject to the exemption given specifically in this clause as given hereunder.

NOTICE INVITING E -TENDER NO. MMTTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

The performance guarantee shall be in the form of a Bank Guarantee (BG) in the prescribed proforma as per Annexure of the enquiry documents. The list of banks from which the BG is to be obtained is enclosed as Annexure of the enquiry documents. The bank guarantee towards SD shall be valid till the completion of the period of contract as per the Order with a claim period of six months thereafter. Security Deposit shall not carry any interest.

Security Deposit is exempted in the case of bidders:

- (i) Who have already supplied RLNG to FACT.
- 3.0 Insurance: Insurance up to the delivery point as applicable (FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi) including war risk premium, if any, shall be arranged by the Seller.
- 4.0 The successful bidder who has offered delivery at FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi basis should enter into commercial arrangements with Petronet LNG, Kochi (PLL) for [A] discharge of LNG from ships to the storage tanks of PLL so as to meet the delivery requirements of FACT, storage, Re-gasification of LNG and delivery Ex-PLL Terminal (OR) for [B] procurement of RLNG from PLL, for supply to FACT as per the requirements of FACT. Copy of the valid agreement the successful bidder has entered into with PLL as above, shall be submitted by the bidder within 15 days of receipt of Letter of Intent from FACT, failing which the order is liable to be cancelled.
- 4.1 The successful bidder who has offered delivery at FACT, Udyogamandal should also enter into Gas Transmission Agreement and Capacity Tranche agreement with GAIL, for transmission of RLNG from LNG Terminal Facilities of Petronet LNG Ltd. at Puthuvypeen, Kochi to FACT, Udyogamandal. Copy of the valid GTA the successful bidder has entered into with GAIL, shall be submitted by the bidder within 15 days of receipt of Letter of Intent from FACT, failing which the order shall be amended on ex-PLL, Kochi terminal basis reducing the transmission charges and taxes thereon from the FACT, Udyogamandal price quoted.
- 5.0 The Seller shall deliver the above quantity of RLNG at delivery point applicable (FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi).
- 6.0 Price for RLNG, includes all taxes and duties, up to the delivery point applicable (FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi). The Premium (if any) or Discount quoted, Plant loss (if any), Re-gasification charges (if any), Marketing margin (if any), Gas Transmission charges (if any), credit offered and the rate of interest quoted shall remain firm during the contract period.
- 7.0 Payment:

NOTICE INVITING E -TENDER NO. MMTc/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

- 7.1 Seller shall raise invoices on fortnightly basis. In case of payment without credit, payment will be made within three working days of receipt of invoice (on agreed quantity) at the office of (Dy. General Manager-Finance), FACT. Credit period and interest, if any, shall be as specified in the order. The date of submission of Invoice (on agreed quantity) to (Dy. General Manager-Finance) will be taken for counting the credit period, if any.
- 7.2 Availing credit will be at the sole discretion of FACT.
- 7.3 The Seller shall submit documents (as per applicable act and rules) for enabling FACT to take CENVAT, VAT credit etc.
- 7.4 FACT shall deduct the Indian agent's commission, if any applicable, from the value of the Seller's invoice and pay to the Indian Agent in equivalent Indian Rupees (rate of exchange being the rate at which payment was made to Seller) by NEFT/RTGS, as per the agreed payment terms. In case the Indian Agents are foreign controlled company as defined under section 28 of the Foreign Exchange Regulation Act, 1973 or any other act as in force, certificate/permission from Reserve Bank of India/Government of India, as the case may be, that they are entitled to do the agency business and receive commission from buyers should be provided to FACT.
- 7.5 The information required above shall include those agents situated in India who have some other kind of commercial relationships and may not fall within the usual definition of agent. In cases where there is no agent but the Seller has any Indian Branch or subsidiary or a financially inter-linked concern, the same shall be intimated to us. This will also include such Indian agents who are paid general retainer fee and may not have any reference to this purchase order.
- 7.6 Should FACT suffer any loss or penalty because of the failure on the part of the Seller to disclose the mandatory details about their agents, FACT shall hold the Seller responsible for such loss or penalty and shall be entitled to claim from Seller damages for breach of the above provisions of the contract and also to resort to such other action which FACT may consider appropriate.
- 8.0 Force Majeure:
- 8.1 If at any time during existence of this contract if either Seller or FACT is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Govt. (including, but not restricted to prohibition of exports or imports), accidents, fires, floods, explosions, epidemics, strikes, lockouts, embargoes and closure of discharge berths, breakdown of plant and machinery, then neither party shall be deemed to be in default of the contract and the date of fulfillment of agreement shall be rescheduled after considering FACT's production requirements, ullage, market conditions, prices etc. provided the existence of such force majeure occurrence shall be intimated by the party affected by such acts/events to the other party within 15 days of such occurrence.

NOTICE INVITING E -TENDER NO. MMTc/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

8.2 Any waiver/extension of time in respect of the delivery of any installment or part of the goods occasioned due to reasons in (i) above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

8.3 If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither Seller nor FACT shall have the right to claim eventual damages from each other.

8.4 The Seller or FACT who is unable to fulfill their obligations under the contract due to said force majeure occurrence shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by local Chamber of Commerce in the country of the Seller or FACT shall be sufficient proof of the existence of the above circumstances and their duration.

8.5 Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

9.0 Default

In the event of any default by the Seller in executing the Contract in accordance with the specifications and/or terms and conditions of the Contract, FACT may terminate the Contract without prejudice to any other right, remedy or option FACT may have. In the event of such termination, FACT shall have the right to procure the goods from other sources at the risk and cost of the Seller.

10.0 Law

The governing law for this Contract shall be Indian Law. The proper language of the Contract shall be English. The Seller agrees to submit himself to the jurisdiction of Indian Courts of Law.

11.0 Seller warrants that the goods are free and clear of liens and encumbrances and that he has good and marketable title to the same.

12.0 Arbitration Clause

If any dispute(s) arises out of or in connection with this Contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the arbitrator shall be the ICADR. The number of Arbitrators shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

Annexure-IV

COMPLIANCE STATEMENT

Ref: Enquiry No. MMTC/FERT/RLNG/2016-17/1

We have read and understood all the Enquiry Documents (Enquiry Notice and all Annexures) against your enquiry no. MAT-RM -L7-2016 dated 24.06.2016 and hereby confirm our acceptance to the same except for the deviations listed below:

LIST OF DEVIATIONS		
Document / Clause No.	Description	Deviations

Name of Vendor:

Name & Designation
of Authorized Signatory:

Seal & Signature:

Date:

NOTICE INVITING E -TENDER NO. MMTc/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

Annexure-V

Un-Price Bid

Quantity required: 10,394,091 MMBTU @ approx. 30,843 MMBTU per day

[Firm Basis: 8,372,091 MMBTU @ approx. 24,843 MMBTU per day &

RE Basis: 2,022,000 MMBTU @ approx. 6,000 MMBTU per day].

Period of supply required by FACT: 24.08.2016 to 23.08.2017.

Quantity offered by bidder:

Period of supply quoted by bidder:

Rate of interest for 60, 90, 120 and 180 days credit:

Credit period	Rate of interest in % per annum
60 days	Q/ NQ (Quoted / Not Quoted)
90 days	Q/NQ
120 days	Q/NQ
180 days	Q/NQ

Delivery Point offered by the bidder: FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL Terminal, Kochi [Pl. strike out whichever is not applicable].

PRICING FORMULA FOR RLNG:

Item	Description	Formula / Offer
A	DES West India price as published in Platts LNG Daily (price per mmbtu)	Average of the Platts Daily LNG Markers (USD / MMBTU) DES West India applicable for the month previous to the month for which supply is made. [eg. for supplies made during September 2016, the average for August 2016 will be applicable].
B	DISCOUNT on DES price (*)	In USD Per MMBTU (Q/NQ)
C	PREMIUM on DES price (if any) (*)	In USD Per MMBTU (Q/NQ)
D	DES Cochin price (A-B) or (A+C)	In USD Per MMBTU (Q/NQ)
E	Exchange Rate	Average of the RBI reference Exchange

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

		rates applicable for the month previous to the month for which supply is made. [eg. for supplies made during September 2016, the average for August 2016 will be applicable].
F	DES Cochin price in Rs. per MMBTU (D x E)	In Rs. Per MMBTU (Q/NQ)
G	Customs duty on DES Cochin price (_ % on F)	In Rs. Per MMBTU (Q/NQ)
H	Plant losses if any at PLL terminal (__% of DES Cochin price plus Customs duty)	In Rs. Per MMBTU (Q/NQ)
I	Re-gassification charges if any at PLL terminal	In Rs. Per MMBTU (Q/NQ)
J	Service tax on Re-gasification charge if any (__%)	In Rs. Per MMBTU (Q/NQ)
K	Total Ex-terminal (F+G+H+I+J)	In Rs. Per MMBTU (Q/NQ)
L	Marketing Margin (if any)	In Rs. Per MMBTU (Q/NQ)
M	Transmission charges (from Terminal to delivery point)	In Rs. Per MMBTU (Q/NQ)
N	Service tax on Transmission charge (if any) __%	In Rs. Per MMBTU (Q/NQ)
O	Total (K+L+M+N)	In Rs. Per MMBTU (Q/NQ)
P	KVAT (if applicable) __% of O	In Rs. Per MMBTU (Q/NQ)
Q	Price at FACT, Udyogamandal [O+P]	In Rs. Per MMBTU (Q/NQ)

Note: In case any other price / tax component is applicable the same may also be incorporated in the above.

(Mention Q for "QUOTED" and NQ for "NOT QUOTED").

(*) Either Discount OR Premium to be quoted.

Signature and seal of bidder

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

Annexure-VI

Price Bid

Quantity required: 10,394,091 MMBTU @ approx. 30,843 MMBTU per day

[Firm Basis: 8,372,091 MMBTU @ approx. 24,843 MMBTU per day &

RE Basis: 2,022,000 MMBTU @ approx. 6,000 MMBTU per day].

Period of supply required by FACT: 24.08.2016 to 23.08.2017.

Quantity offered by bidder:

Period of supply quoted by bidder:

Rate of interest for 60, 90, 120 and 180 days credit:

Credit period	Rate of interest in % per annum
60 days	
90 days	
120 days	
180 days	

Delivery Point offered by the bidder: FACT, Udyogamandal / Ex-Petronet LNG Ltd. (PLL) Terminal, Kochi [*Pl. strike out whichever is not applicable*].

PRICING FORMULA FOR RLNG:

Item	Description	Formula / Offer
A	DES West India price as published in Platts LNG Daily (price per mmbtu)	Average of the Platts Daily LNG Markers (USD / MMBTU) DES West India applicable for the month previous to the month for which supply is made. [eg. for supplies made during September 2016, the average for August 2016 will be applicable].
B	DISCOUNT on DES price (*)	In USD Per MMBTU
C	PREMIUM on DES price (if any) (*)	In USD Per MMBTU
D	DES Cochin price (A-B) or (A+C)	In USD Per MMBTU

NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF RLNG

E	Exchange Rate	Average of the RBI reference Exchange rates applicable for the month previous to the month for which supply is made. [eg. for supplies made during September 2016, the average for August 2016 will be applicable].
F	DES Cochin price in Rs. per MMBTU (D x E)	In Rs. Per MMBTU
G	Customs duty on DES Cochin price (_ % on F)	In Rs. Per MMBTU
H	Plant losses if any at PLL terminal (__% of DES Cochin price plus Customs duty)	In Rs. Per MMBTU
I	Re-gasification charges if any at PLL terminal	In Rs. Per MMBTU
J	Service tax on Re-gasification charge if any (__%)	In Rs. Per MMBTU
K	Total Ex-terminal (F+G+H+I+J)	In Rs. Per MMBTU
L	Marketing Margin (if any)	In Rs. Per MMBTU
M	Transmission charges (from Terminal to delivery point)	In Rs. Per MMBTU
N	Service tax on Transmission charge (if any) __%	In Rs. Per MMBTU
O	Total (K+L+M+N)	In Rs. Per MMBTU
P	KVAT (if applicable) __% of O	In Rs. Per MMBTU
Q	Price at FACT, Udyogamandal [O+P]	In Rs. Per MMBTU

Note: In case any other price / tax component is applicable the same may also be incorporated in the above.

(*) Either Discount OR Premium to be quoted.

Signature and seal of bidder

ANNEXURE VII

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:

**NOTICE INVITING E -TENDER NO. MPMC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

- A) NO EMPLOYEE OF MPMC, 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) MPMC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MPMC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MPMC 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, MPMC 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 MPMC'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

**NOTICE INVITING E -TENDER NO. MPMC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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 MPMC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.

- D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.

- E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.

2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

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

**NOTICE INVITING E -TENDER NO. MMTc/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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.

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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 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)

**NOTICE INVITING E -TENDER NO. MPMC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

1. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MPMC 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 MPMC 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 MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MPMC 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, MPMC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MPMC. 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.

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.

5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.

6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.

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

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

SECTION 9 – PACT DURATION

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

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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)

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

PLACE :

DATE :

WITNESS 1 :

NAME :

ADDRESS :

WITNESS 2 :

NAME :

ADDRESS :

ANNEXURE-VIII

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. MPMC 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 MPMC 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 MPMC LTD., NEW DELHI THE AMOUNT OF US\$ _____
IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS
PER MPMC’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID
OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MPMC SHALL BE CONCLUSIVE AND BINDING
ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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 _____

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

ANNEXURE IX

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 _____.

**NOTICE INVITING E -TENDER NO. MPMC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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.

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

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

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

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

FOR AND ON BEHALF OF BANK
(ADDRESS)

(BANKERS SEAL)

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 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://mmtclimited.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)/Vender(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)/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 MPMC 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 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)/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 MPMC of same without any delay.

**NOTICE INVITING E -TENDER NO. MMTC/FERT/RLNG/2016-17/1 DATED 01/07/2016 FOR SUPPLY OF
RLNG**

- (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 Guarant