

NOTICE INVITING E -TENDER NO. MMTC/FERT/2016-17/SUL/5 DATED **5/12/2016** FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

1.	COMMODITY	BRIGHT YELLOW CRUDE SULPHUR IN BULK
2.	QUANTITY	ONE PARCEL OF 10000 MT +/- 10 %
3.	DISCHARGE PORT	MBPT (HAY BUNDER), INDIA
4.	SHIPMENT	WITHIN 30 DAYS FROM THE DATE OF LOI
5.	ORIGIN	TO BE INDICATED BY BIDDERS.
6.	SPECIFICATIONS	<p>PURITY ON DRY BASIS : 99.50% MINIMUM BY WEIGHT ORGANIC MATTER : 00.05% MAXIMUM BY WEIGHT ASH : 00.05% MAXIMUM BY WEIGHT MOISTURE : 00.50% MAXIMUM BY WEIGHT ACIDITY AS H2SO4 : 00.03% MAXIMUM BY WEIGHT CHLORIDE : 10 PPM MAXIMUM ARSENIC : NOT TRACEABLE SELENIUM : NOT TRACEABLE TELLURIUM : NOT TRACEABLE</p> <p>PHYSICAL CONDITION: BRIGHT YELLOW, FREE FLOWING, GRANULAR FORM (2-3 MM) OR PELLETS (3-5 MM) FREE FROM LUMPS AND POWDER. (PLEASE SPECIFY CLEARLY THE PHYSICAL CONDITION OF SULPHUR YOU WISH TO OFFER).</p> <p>NOTE: BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER WITH GUARANTEED VALUES AGAINST THE ABOVE CONSTITUENTS, AS THE SAME SHALL BE USED FOR EVALUATION. ANY OFFER WITH "TYPICAL" OR "INDICATIVE" VALUES OF THE ABOVE CONSTITUENTS SHALL NOT BE ACCEPTED.</p> <p>MOISTURE REBATE: THE INVOICE WEIGHT WILL BE REDUCED PROPORTIONATELY IN THE EVENT OF MOISTURE CONTENT OF MATERIAL AS LOADED ABOARD THE VESSEL IS IN EXCESS OF 0.5% AND UPTO 3% MAXIMUM. IN CASE THE MOISTURE CONTENT IS FOUND TO BE BEYOND 3% MAXIMUM, THE CARGO SHALL BE REJECTED.</p>
7.	COLOUR	BRIGHT YELLOW

8.	PRICE	<p>SUPPLIERS SHALL QUOTE IN US\$ BOTH ON FOB AND C&F BASIS FOR THE DESIGNATED DISCHARGE PORT/S. THE PRICE SHOULD BE INCLUSIVE OF AGENCY COMMISSION, IF ANY, INDICATING THE PERCENTAGE OF AGENCY COMMISSION. THE PRICE SHOULD BE QUOTED FOR PAYMENT BY LETTER OF CREDIT (L/C) AT SIGHT AGAINST PRESENTATION OF SHIPPING DOCUMENTS.</p> <p>IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UPTO 180 DAYS. MMTC MAY OPT FOR AVAILING CREDIT FOR 30 / 60 / 90 / 180 DAYS FROM THE DATE OF BILL OF LADING.</p> <p>DEMMURAGE/DESPATCH RATE TO BE PROVIDED AT THE TIME OF NOMINATING THE VESSEL AS PER CHARTER PARTY SUBJECT TO COPY OF C/P IS GIVEN AND ACCEPTANCE TAKEN IN ADVANCE.</p>
9.	PAYMENT	<p>BY L/C AT SIGHT AS PER MMTC'S FORMAT. LC TO BE OPENED AS PER MMTC'S STANDARD FORMAT AFTER RECEIPT OF ACCEPTABLE PG BOND AND SIGNED CONTRACT.</p>
10.	VALIDITY	<p>OFFER TO BE KEPT VALID TILL 17 DAYS FROM THE DATE OF OPENING THE TENDER.</p>
11.	DISCHARGE RATE	<p>2000 MT SHEX EIU AT MBPT(HAY BUNDER) PORT ON THE BASIS OF FOUR OR MORE AVAILABLE WORKABLE HATCHES AND PRORATA IF LESS 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>
12.	EMD/BIDBOND	<p>CATEGORY-I "PRODUCERS" WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING SULPHUR FROM THEIR OWN PRODUCTION UNITS ARE EXEMPT FROM SUBMISSION OF BID BOND.</p> <p>CATEGORY - II "ACCREDITED SUPPLIERS" AS RECOGNIZED BY MMTC (WHO HAVE PERFORMED SATISFACTORILY AT LEAST FOR TWO YEARS IN LAST FIVE YEARS.) SHALL SUBMIT A BID BOND AT THE RATE OF US \$ 1.00 PMT OF THE</p>

		<p>QUANTITY OFFERED. THOSE SUPPLIERS.</p> <p>CATEGORY- III ALL OTHER BIDDERS WHO ARE NOT COVERED ABOVE SHALL SUBMIT A BID BOND @ US \$ 2.00 PMT OF THE QUANTITY OFFERED.</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MMTC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS. MTPL SINGAPORE BEING SUBSIDIARY OF MMTC SHALL BE EXEMPTED FROM SUBMITTING BID BOND AND PERFORMANCE GURANTEE BOND.</p> <p>CATEGORY II & III BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p> <p>CATEGORY III BIDDERS ARE ALSO REQUIRED TO SUBMIT A CREDIT RATING REPORT FROM ANY OF THE FOLLOWING INTERNATIONAL CREDIT RATING AGENCIES:</p> <ol style="list-style-type: none"> 1. DUN & BRADSTREET 2. MOODY'S 3. STANDARD & POOR <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO MMTC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
13.	GENERAL	<ol style="list-style-type: none"> A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE. B. MTPL, BEING 100% SUBISDIARY OF MMTC IS EXEMPTED FROM SUBMITTING BID BOND AND/OR PERFORMANCE BANK GURANTEE. C. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS. D. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT. E. 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. F. ON AWARD OF THE CONTRACT, SUPPLIER SHALL

		<p>ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTc FOR US \$ 25,000.</p> <p>G. ALL OTHER TERMS SHALL BE AS PER MMTc'S STANDARD TERMS FOR SUCH IMPORT.</p> <p>H. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 13.12.2016 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE HTTPS://MMTC.EPROC.IN. BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTc LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>I. TECHNICAL BID WILL BE OPENED AT 11.15 HRS IST ON 13.12.2016 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>J. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p>
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NOTE: CLASS III DIGITAL SIGNATURE **13.12.2016 AT 1100 HRS IST** CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTION/E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.

ANNEXURE-I

BID BOND PROFORMA

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

M/S. 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 SULPHUR 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.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: _____ FOR _____

PLACE: _____ BANK _____

ANNEXURE II

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

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

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

DEAR SIRs,

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

DOLLARS _____ . OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL _____ (DATE).

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

YOURS FAITHFULLY

FOR AND ON BEHALF
OF _____ BANK
(ADDRESS)

(BANKERS SEAL)

**ANNEXURE III
FRAUD PREVENTION POLICY**

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

- a. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM OFFER, PROMISE OR GIVE OR OTHERWISE ALLOW ANY OF MMTC'S EMPLOYEE(S) ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND, WHATSOEVER, DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
- b. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT ENTER WITH OTHER BIDDERS INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
- c. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF MMTC TO COMMIT ANY OFFENCE UNDER THE RELEVANT PROVISIONS OF IPC/PREVENTION OF CORRUPTION ACT; FURTHER THE BIDDER(S)/CONTRACTOR(S) / BUYER(S)/VENDER(S) WILL NOT USE IMPROPERLY OR ALLOW ANY EMPLOYEE OF MMTC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
- d. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT INSTIGATE THIRD PERSON TO COMMIT OFFENCES/ACTIVITIES OUTLINED IN FRAUD PREVENTION POLICY OR BE AN ACCESSORY TO SUCH OFFENCES.
- e. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) IF IN POSSESSION OF ANY INFORMATION REGARDING FRAUD/SUSPECTED FRAUD, HEREBY AGREE AND UNDERTAKE TO INFORM MMTC OF SAME WITHOUT ANY DELAY.

(2) **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:** IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S), BEFORE AWARD OR DURING EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MMTC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MMTC, OTHER THAN TAKING RECOURSE AVAILABLE UNDER LAW, SHALL BE ENTITLED TO DISQUALIFY THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) FROM UNDERTAKING ANY

TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) INELIGIBLE TO BE AWARDED A CONTRACT EITHER INDEFINITELY OR FOR A STATED PERIOD OF TIME.

- (3) **DAMAGES:** IF MMTC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.