

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/7 DATED 01.03.2018, FOR SUPPLY OF MOP IN BULK

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/7 DATED 01.03.2018, FOR SUPPLY OF MOP IN BULK

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

1	COMMODITY	MURIATE OF POTASH(MOP) IN LOOSE BULK CONFIRMING TO INDIAN FCO IN WHITE/PINK COLOUR OF DARK SHADE
2	QUANTITY	1. ONE PARCEL OF 25000 MT+/- 10% IN PINK COLOUR OF DARK SHADE FOR MUNDRA/PIPAVAV OR ANY OTHER SAFE PORT ON WCI. 2. ONE PARCEL OF 25000 MT+/- 10% IN WHITE/PINK COLOUR OF DARK SHADE FOR KAKINADA/VIZAG OR ANY OTHER SAFE PORT ON ECI
3	SHIPMENT SCHEDULE	LATEST BY 30 TH APRIL 2018
4.	MANUFACTURER CERTIFICATE/ SUPPORT LETTER	SUPPLIER MUST SUBMIT THE MANUFACTURER CERTIFICATE/SUPPORT LETTER ALONG WITH MANUFACTURERS PRODUCTION CAPACITY OF THE PRODUCT TO MMTC AT THE TIME OF SUBMISSION OF TENDER. SUPPLIER MUST ALSO MENTION LOAD PORT AND LOAD RATE FROM WHERE VESSEL SHALL BE LOADED.
5	ORIGIN	TO BE INDICATED BY BIDDERS.
6	SPECIFICATIONS:	<p>AS PER INDIAN FCO MOISTURE % BY WEIGHT, MAXIMUM : 0.5 WATER SOLUBLE POTASH CONTENT (AS K₂O) % BY : 60 WEIGHT MINIMUM (POTASSIUM OXIDE) SODIUM AS NA₂CO₃ % BY WEIGHT (ON DRY BASIS), MAXIMUM : 3.5 PARTICLE SIZE -MINIMUM 65% OF THE MATERIAL SHALL PASS THROUGH 1.7 MM IS SEIVE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AD GRIT. TOLERANCE LIMITS SHALL BE AS PER FCO . CRYSTALLINE FREE FLOWING PINK COLOUR OF DARK SHADE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AND GRIT.</p> <p>IN CASE THE CARGO IS DECLARED AS NON-STANDARD BY CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE (CFQC&TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABS AT DISCHARGE PORT, FOR DEFICIENCY IN NUTRIENTS, MOISTURE OR PARTICLE SIZE BEYOND THE LIMIT SPECIFIED IN FERTILIZERS (CONTROL) ORDER 1985, OF INDIA (FCO) WITH LATEST AMENDMENTS AND/ OR IF THE COLOUR OF ANY PART OF THE CARGO DOES NOT CONFORM TO THE COLOURS MENTIONED IN THE NIT, THE CARGO WILL BE REJECTED.</p> <p>THE SUPPLIER SHALL REFUND THE LANDED COST OF CARGO FOUND SUB-STANDARD (INCLUDING COLOUR) AS WELL AS ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST OR ANY LOSS THEREOF, IMMEDIATELY ON MMTC'S FIRST DEMAND, WITH VALUE DATE BEING THE DATE OF INITIAL PAYMENT TO THE SUPPLIER, FAILING WHICH PENALTY @18% SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p>
7	PRICE	1. OFFERS SHOULD BE MADE ON CFR FO (CIF – FOR IRANIAN CARGO) BASIS IN US DOLLARS PMT INDICATING FREIGHT COMPONENT PMT INCLUDED IN QUOTED PRICES SEPARATELY IN PRICE BID. 2. FOR CARGOS LOADED FROM IRANIAN PORTS, THE SUPPLIER SHALL RAISE THEIR INVOICE IN AED ONLY . . THE INVOICE OF SUPPLIER

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		<p>SHALL BE SETTLED IN AED WITH ALL INDIAN BANK CHARGE TO BUYER'S A/C AND ALL BANK CHARGES AND OTHER CHARGES INCLUDING LEVIES & TAXES ETC OUTSIDE INDIA ARE TO BENEFICIARY A/C.</p> <p>3. THE PRICE SHOULD BE QUOTED FOR PAYMENT AT SIGHT LETTER OF CREDIT (L/C) AGAINST PRESENTATION OF SHIPPING DOCUMENTS ONLY FOR CARGOS LOADED FROM OTHER THAN IRANIAN PORTS IN CASE OF CARGO LOADED FROM IRANIAN PORT, THE PAYMENT SHALL BE MADE IN CAD BASIS WITHIN TEN WORKING DAYS AND ONLY AFTER SAFE ARRIVAL OF MATERIAL AT DISCHARGE PORT, WHICHEVER IS LATER FROM THE DATE OF ALL ORIGINAL DOCUMENTS IN THE BANK IN INDIA.</p>
8	INVOICING	<p>SUPPLIER SHOULD RAISE INVOICE FOR MATERIAL IN CFR FO (CIF – FOR IRANIAN CARGO) PRICE AND ALSO MENTION THE FREIGHT COMPONENT OF CFR FO (CIF – FOR IRANIAN CARGO) PRICE IN INVOICE ITSELF. THE FREIGHT COMPONENT SHOULD AUTHENTICATED BY ENCLOSING COPY OF CHARTER PARTY AGREEMENT THAT SUPPLIER HAS ENTERED WITH THE VESSEL OWNER. IN CASE THE FREIGHT COMPONENT MENTIONED IN INVOICE/CHARTER PARTY AGREEMENT IS HIGHER THAN THE FREIGHT MENTIONED IN E-PRICE BID THEN THE ADDITIONAL GST LIABILITY TOWARDS DIFFERENTIAL FREIGHT SHALL BE TO SUPPLIER'S ACCOUNT. SUPPLIER SHALL IMMEDIATELY PAY THE GST TOWARDS DIFFERENTIAL FREIGHT (HIGHER) IMMEDIATELY ON BUYER'S FIRST DEMAND. FOR INVOICE ON AED BASIS THE FOLLOWING EXCHANGE RATE SHALL BE CONSIDERED USD 1 = AED 3.6725</p>
9	INSURANCE	<p>INSURANCE FOR THE PRODUCT SHIPPED SHALL BE ARRANGED BY BUYER THROUGH THEIR UNDERWRITERS WHOSE DETAIL SHALL BE FURNISHED WHILE ISSUING THE LOI/ PURCHASE ORDER/CONTRACT. THE SUPPLIER SHALL INTIMATE BUYER'S UNDERWRITERS/ MMTC IMMEDIATELY ON SHIPPING THE PRODUCT INFORMING THE NAME OF THE SHIP, QUANTITY, VALUE OF MATERIAL, PORT OF LOADING ETC.</p>
10	PAYMENT	<p>WITHOUT PREJUDICE TO BUYER'S RIGHT TO DAMAGE UNDER THE TERMS OF THE CONTRACT, PAYMENT LESS AGENCY COMMISSION, IF ANY, SHALL BE MADE THROUGH AN IRREVOCABLE 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. THE PAYMENT FOR AGENCY COMMISSION FOR AGENTS IN INDIA, WILL BE MADE IN INDIAN RUPEE ONLY.</p> <p>THE CHARGES FOR ESTABLISHING L/C AND BANK CHARGES IN INDIA SHALL BE BORNE BY MMTC. ALL BANK CHARGES OUTSIDE INDIA AND THE L/C CONFIRMATION CHARGES WILL BE TO THE ACCOUNT OF SUPPLIER. THE L/C EXTENSION AND AMENDMENT CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/AMENDMENTS. PAYMENT AGAINST L/C SHALL BE MADE ON NEGOTIATION OF DOCUMENTS THROUGH BANK IN INDIA FROM BILL OF LADING DATE, AS THE CASE MAY BE,</p> <p>ON PRESENTATION OF FOLLOWING DOCUMENTS:</p> <p>1. THREE ORIGINAL PLUS THREE COPIES OF BENEFICIARY SIGNED COMMERCIAL INVOICE WITH COMPLETE PRODUCT SPECIFICATIONS (AS PER LATEST INDIAN FCO) FOR 100 PERCENT SHIPMENT VALUE. THE COMMERCIAL INVOICE MUST ALSO SPECIFY CONTRACT/ PO/ LOI</p>

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		<p>NO. WITH DATE, COUNTRY OF ORIGIN OF GOODS, PORT OF LOADING, BL NUMBER, VESSEL'S SAILING DATE AND FREIGHT FROM LOAD PORT TO DISCHARGE PORT.</p> <ol style="list-style-type: none">2. THREE/THREE NEGOTIABLE CLEAN BILL OF LADING PLUS THREE NON-NEGOTIABLE COPIES. CHARTER PARTY (C/P) BILL OF LADING (B/L) ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF RELEVANT C/P ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN.3. ONE ORIGINAL PLUS TWO COPIES OF CERTIFICATE OF QUALITY AND INSPECTION ISSUED BY INDEPENDENT INTERNATIONAL INSPECTION AGENCY WHO IS A MEMBER OF INTERNATIONAL FEDERATION OF INSPECTION AGENCY (IFIA), APPOINTED BY SELLER, MENTIONING RESULT OF ANALYSIS, METHOD OF ANALYSIS ADOPTED AND WEIGHT OF CARGO. THE CERTIFICATE MUST CERTIFY ABOUT INSPECTION AND CLEANLINESS OF HOLDS. THE CERTIFICATE MUST CERTIFY THAT GOODS CONFORM TO THE CONTRACTUAL QUALITY SPECIFICATIONS. THE INSPECTION AGENCY SHALL ALSO SUBMIT ONE ORIGINAL AND TWO COPIES OF CONFIRMATION THAT THE PRODUCT LOADED IS FROM SINGLE SOURCE (PLANT) AND IS UNIFORM IN PRILL SIZE AND COLOUR, FREE FLOWING AND AS PER NIT/CONTRACT/PO/LOI.4. ONE ORIGINAL PLUS TWO COPIES OF CERTIFICATE OF WEIGHT ISSUED BY SELLER'S INSPECTION AGENCY SHOWING WEIGHT OF CARGO SHIPPED.5. ONE ORIGINAL AND TWO COPIES OF LOAD PORT DRAFT SURVEY REPORT, JOINTLY SIGNED BY SHIPPERS' AGENT, VESSEL'S MASTER/ AGENT AND SELLER'S INSPECTING AGENCY.6. ONE ORIGINAL PLUS TWO COPIES OF MANUFACTURER'S CERTIFICATE CONFIRMING THAT THE VESSEL HAS BEEN LOADED WITH THE PRODUCT MANUFACTURED BY THEM.7. ONE ORIGINAL PLUS TWO COPIES OF CERTIFICATE OF ORIGIN ISSUED BY EITHER BY THE LOCAL CHAMBER OF COMMERCE OR BY MINISTRY OF TRADE/INDUSTRY/COMMERCE OF THE COUNTRY OF ORIGIN OF GOODS OR ANY COMPETENT GOVT. AUTHORITY OF THE COUNTRY. CERTIFICATE OF ORIGIN ISSUED BY MANUFACTURER/ SUPPLIER/SHIPPER/ INSPECTION AGENCY /CHAMBER OF COMMERCE OF THIRD COUNTRY OR ANYONE ELSE ARE NOT ACCEPTABLE. FOR CHINESE ORIGIN CARGO, CERTIFICATE OF ORIGIN ISSUED BY „CHINA COUNCIL FOR PROMOTION OF INTERNATIONAL TRADE" IS ACCEPTABLE.8. ONE COPY OF SHIPPING ADVICE SENT VIA EMAIL/ FAX, BY SUPPLIER TO BUYER WITHIN 24 HRS OF SAILING OF VESSEL GIVING CONSIGNMENT DETAILS I.E., NAME OF VESSEL, LOAD PORT, COUNTRY OF ORIGIN, BL NUMBER, DATE OF SAILING, QUANTITY SHIPPED, CONTRACT/ PO/ LOI NO. WITH DATE, LC NO. WITH DATE AND ETA AT THE DESIGNATED DISCHARGE PORT.9. ONE ORIGINAL PLUS TWO COPIES OF SUPPLIER CERTIFICATE I FROM THE SUPPLIER THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT IS 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.10. ONE ORIGINAL AND TWO COPIES OF SUPPLIER CERTIFICATE II TO THE
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		<p>EFFECT THAT TWO NON-NEGOTIABLE SETS HAVE BEEN COURIERED AND FAXED/ E-MAILED IMMEDIATELY ON SAILING OF VESSEL DIRECTLY TO THE BUYER.</p> <p>11. ONE ORIGINAL AND TWO COPIES OF VESSEL MASTER’S CERTIFICATE FOR HAVING RECEIVED ONE COPY OF BILL OF LADING (B/L) AND SAMPLE IN SEALED JAR FROM SUPPLIER’S INSPECTION AGENCY.</p> <p>12. ONE ORIGINAL PLUS TWO COPIES OF STOWAGE PLAN SIGNED IN INK BY MASTER OF THE VESSEL AND BEARING HIS/ VESSEL’S SEAL/ STAMP. IN CASE THE STOWAGE PLAN IS ISSUED/ SIGNED BY VESSEL’S LOAD PORT AGENT; THE ORIGINAL LETTER OF AUTHORITY ISSUED BY MASTER OF THE VESSEL AUTHORIZING VESSEL’S LOAD PORT AGENT, FOR ISSUANCE/ SIGNING OF STOWAGE PLAN IS TO BE ANNEXED WITH THE STOWAGE PLAN.</p> <p>13. ONE ORIGINAL PLUS TWO COPIES OF CERTIFICATE OF SAMPLING CERTIFYING THAT COMPOSITE SAMPLES WERE DRAWN DURING LOADING AS PER PROCEDURE STIPULATED IN INDIAN FCO 1985 ALONG WITH LATEST AMENDMENTS.</p>
11	VALIDITY OF OFFER	OFFER SHALL BE VALID FOR A PERIOD OF 10 DAYS FROM THE DUE DATE OF TENDER OPENING AND SHALL NOT BE WITHDRAWN BY THE PARTY DURING ITS VALIDITY.
12	EMD	ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND PRODUCER 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 2% OF CONTRACT VALUE.
13	BID SUBMISSION DATE	<p>BIDS SHALL BE SUBMITTED ON A TWO-PART BASIS, PART A (TECHNO COMMERCIAL) AND PART B (PRICE BID).</p> <p>DUE DATE / TIME FOR SUBMISSION OF BIDS: 12/03/2018 - 1100 HRS IST.</p> <p>DUE DATE/ TIME FOR OPENING OF BIDS: 12/03/2018 - 1115 HRS IST</p>
14	SECURITY DEPOSIT	THE SELLER SHALL FURNISH SECURITY DEPOSIT AT EQUIVALENT TO 2% OF THE TOTAL ORDER VALUE WITHIN 10 DAYS FROM THE DATE OF LETTER OF INTENT BY BANK GUARANTEE AS PER PROFORMA ATTACHED. BANK GUARANTEE SHALL BE KEPT VALID FOR A MINIMUM PERIOD OF 6 MONTHS, WITH A FURTHER CLAIM PERIOD OF 6 MONTHS. VALIDITY SHALL BE FURTHER EXTENDED ON DEMAND AS PER TERMS OF OUR BG PROFORMA.
15	SHIPPING DOCUMENTS	<p>IMMEDIATELY ON SAILING OF A VESSEL, THE SUPPLIER SHALL ADVISE BUYER BY EMAIL / COURIER SERVICE AND ALSO BY FAX, THE NAME OF THE VESSEL, B/L DETAILS, DATE OF SAILING, QUANTITY SHIPPED AND INVOICE VALUE. SIMULTANEOUSLY, SUPPLIER SHALL DISPATCH DIRECTLY TO BUYER, TWO NON-NEGOTIABLE SETS OF FOLLOWING DOCUMENTS THROUGH COURIER AS PER CLAUSE 10.0 OF GTC:</p> <p>I) CLEAN BILL OF LADING MARKED “FREIGHT PREPAID” OR “FREIGHT PAYABLE” AS PER C/P.</p> <p>II) CERTIFIED COMMERCIAL INVOICE.</p>

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		<p>III) MANUFACTURER CERTIFICATE THAT THE VESSEL HAS BEEN SUPPLIED WITH PRODUCT MANUFACTURED BY THEM.</p> <p>IV) CERTIFICATE OF ORIGIN.</p> <p>V) DRAFT SURVEY REPORT & CERTIFICATE OF WEIGHT.</p> <p>VI) CERTIFICATE OF QUALITY & INSPECTION.(FOR CARGO SHIPPED FROM IRANIAN PORT, INSPECTION AGENCY HAVING VALID AUTHORIZATION FROM IRANIAN NATIONAL STANDARDIZATION ORGANIZATION)</p> <p>VII) SUPPLIER CERTIFICATE I</p> <p>VIII) COPY OF INTIMATION TO OUR UNDERWRITERS FOR INSURING THE CARGO AS PER SHIPPING ADVICE.</p> <p>IX) STOWAGE PLAN.</p> <p>X) CERTIFICATE OF SAMPLING</p>
16	LIQUIDATED DAMAGES	<p>IN THE EVENT OF FAILURE TO SAIL THE VESSEL FROM LOAD PORT WITHIN THE TIME STIPULATED, IT IS AGREED THAT MPMC SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</p> <p>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. MPMC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF PG BOND.</p> <p>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 MPMC SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. MPMC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF PG BOND.</p> <p>III) TO RECOVER AS LIQUIDATED DAMAGES FOR THE DELAY IN SAILING OF VESSEL FROM LOAD PORT AND FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL SAILING PERIOD UNTIL ACTUAL DELIVERY, A SUM EQUIVALENT TO 1% PER WEEK OR PART THEREOF FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.</p>
17	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>

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		<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 IS PREVENTED FROM PERFORMING THE CONTRACT, MMTC SHALL INFORM THE SUPPLIER WITHIN 15 DAYS OF OCCURRENCE OF SUCH FORCE MAJEURE CONDITIONS ACCOMPANIED BY CERTIFICATE ISSUED BY CHAIRMAN & MANAGING DIRECTOR OF MMTC.</p> <p>V) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.</p>
18	DEFAULT	<p>IN THE EVENT OF ANY DEFAULT BY THE SELLER IN EXECUTING THE PURCHASE ORDER IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR TERMS AND CONDITIONS OF THE PURCHASE ORDER, MMTC/ITS BUYER. MAY TERMINATE THE PURCHASE ORDER WITHOUT PREJUDICE TO ANY OTHER RIGHT, REMEDY OR OPTION MMTC/ITS BUYER. MAY HAVE. IN THE EVENT OF SUCH TERMINATION, MMTC/ITS BUYER. SHALL HAVE THE RIGHT TO PROCURE THE GOODS FROM OTHER SOURCES AT THE RISK AND COST OF THE SELLER.</p>
19	DETERMINATION OF QUALITY AND QUANTITY	<p>SAMPLES FOR DETERMINING THE QUALITY OF CARGO AT THE PORT OF DISCHARGE ARE DRAWN BY THE CENTRAL FERTILIZER QUALITY CONTROL & TRAINING INSTITUTE (CFQC&TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABS AT DISCHARGE PORT IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON THE BOTH THE PARTIES.</p> <p>THE WEIGHMENT SHALL BE DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT SURVEYOR/ INSPECTION AGENCY APPOINTED BY MMTC/ ITS BUYER AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFT SURVEY, WHICHEVER IS LESS. QUANTITY DECLARED AS DAMAGED CARGO SHALL ALSO BE TREATED AS QUANTITY DELIVERED SHORT AND SHALL BE TREATED ACCORDINGLY. THE PAYMENT FOR SHORTAGE IN QUANTITY INCLUDING DAMAGED CARGO , AS REVEALED BY THE DRAFT SURVEY AT DISCHARGE PORT VIS-À-VIS THE BILL OF LADING QUANTITY, WOULD BE RECOVERED INCLUDING THE CUSTOM DUTY, OTHER DUTIES, HANDLING CHARGES AND OTHER COSTS, IF ANY, PAID ON SUCH QUANTITY. THE CLAIM, IF ANY, ON THE BASIS OF FINDINGS AT DISCHARGE PORT WILL BE LODGED ON SELLER WITHIN 120 DAYS FROM DATE OF COMPLETION OF DISCHARGE OF THE CARGO. THE SELLER SHALL MAKE GOOD SUCH CLAIM MADE BY BUYER DIRECTLY WITHIN 15 DAYS OF LODGING OF CLAIM BY BUYER, ELSE THE BUYER SHALL BE ENTITLED TO RECOVER SUCH CLAIM BY ALL LEGAL MEANS INCLUDING INVOCATION OF PERFORMANCE BANK GUARANTEE.</p>

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20	WEIGHTMENT	WEIGHTMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/ ITS BUYER AT THE PORT OF DISCHARGE. THE PAYMENT SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS. QUANTITY DECLARED AS DAMAGED CARGO SHALL ALSO BE TREATED AS QUANTITY DELIVERED SHORT AND SHALL BE TREATED ACCORDINGLY.
21	TITLE AND RISK	TITLE TO THE GOODS AND RISK SHALL PASS FROM SELLER TO MMTC/ ITS BUYER AS PER INCOTERMS 2000, AS AMENDED FROM TIME TO TIME.
22	AMENDMENT OF THE PURCHASE ORDER	ANY AMENDMENT OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE MADE IN WRITING WITH THE CONCURRENCE OF THE SELLER, WHERE REQUIRED.
23	LAW	THE GOVERNING LAW FOR THIS PURCHASE ORDER SHALL BE INDIAN LAW. THE PROPER LANGUAGE OF THE PURCHASE ORDER SHALL BE ENGLISH. THE SELLER AGREES TO SUBMIT HIMSELF TO THE JURISDICTION OF INDIAN COURTS OF LAW. SELLER WARRANTS THAT THE GOODS ARE FREE AND CLEAR OF LIENS AND ENCUMBRANCES AND THAT HE HAS GOOD AND MARKETABLE TITLE TO THE SAME.
24	ARBITRATION	ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE, INDIA BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES."
25	GENERAL TERMS AND CONDITION	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>II. 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.</p> <p>III. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. 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.</p> <p>V. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>VI. 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.</p>

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		<p>VII. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDIARY OF MMTC, AND PRODUCERS, 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 2% OF CONTRACT VALUE.</p> <p>VIII. ALL NEW SUPPLIERS EXCEPT PRODUCERS (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&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.</p> <p>IX. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</p> <p>X. 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 MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT DILP.CHAUDHARY@ICLOUD.COM</p> <p>XI. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 12.03.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE HTTPS://MMTC.ABCPROCURE.COM/ 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>XII. 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-II
INTEGRITY PACT**

BETWEEN

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OF MOP IN BULK

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 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.

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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.

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- 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.

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.

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- 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

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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)

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.

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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.

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

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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)

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PLACE :

DATE :

WITNESS 1 :

WITNESS 2 :

NAME :

NAME :

ADDRESS :

ADDRESS :

:

ANNEXURE III

NOTICE INVITING E-TENDER, NO. MMTc/FERT/MOP/2017-18/7 DATED 01.03.2018, FOR SUPPLY OF MOP IN BULK

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

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DATED: FOR

PLACE: BANK

ANNEXURE IV

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

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(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.

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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.

WE FURTHER AGREE THAT MPMC 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 MPMC 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 MPMC.

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WE _____ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS
GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF
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 _____ 2017

YOURS FAITHFULLY

FOR AND ON BEHALF OF BANK
(ADDRESS)

(BANKERS SEAL)

ANNEXURE V

FRAUD PREVENTION POLICY

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/7 DATED 01.03.2018, FOR SUPPLY OF MOP IN BULK

- (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

NOTICE INVITING E-TENDER, NO. MMTc/FERT/MOP/2017-18/7 DATED 01.03.2018, FOR SUPPLY OF MOP IN BULK

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.