

NOTICE INVITING E -TENDER NO. MMTC/FERT/2017-18/SUL/10 DATED 13/03/2018 FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

1.	COMMODITY	BRIGHT YELLOW , FREE FLOWING, GRANULAR FORM (2-3) OR PELLETS (3-5) MM FREE FROM LUMPS AND POWDER.
2.	QUANTITY	ONE PARCEL OF 10000 MT +/- 10 %
3.	DISCHARGE PORT	MBPT, HAY BUNDAR, INDIA
4.	SHIPMENT	WITHIN 28 DAYS FROM THE DATE OF ISSUE OF LOI
5.	ORIGIN	TO BE INDICATED BY BIDDERS.
6.	SPECIFICATIONS	<p>SPECIFICATIONS: 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><u>PHYSICAL CONDITION:</u> 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. BIDDERS TO FURNISH MATERIAL SAFETY DATA SHEET (MSDS) FOR SULPHUR ALONG WITH THE OFFER.</p> <p><u>MOISTURE REBATE:</u> 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 <u>US\$ BOTH ON FOB AND C&F BASIS FOR THE DESIGNATED DISCHARGE PORT/S.</u></p> <p>THE PRICE SHOULD BE INCLUSIVE OF AGENCY COMMISSION, IF ANY, INDICATING THE PERCENTAGE OF AGENCY COMMISSION.</p> <p>THE PRICE SHOULD BE QUOTED FOR PAYMENT BY <u>LETTER OF CREDIT (L/C) AT SIGHT</u> AGAINST PRESENTATION OF SHIPPING DOCUMENTS.</p> <p>IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UPTO 180 DAYS. MMTC/BUYER MAY OPT FOR AVAILING CREDIT FOR 30 / 60 / 90 / 180 DAYS FROM THE DATE OF BILL OF LADING.</p> <p>TAXES & DUTIES, IF ANY, PAYABLE OUTSIDE INDIA SHALL BE TO SUPPLIER'S ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT</p>
9.	PAYMENT	<p>PAYMENT WILL BE EFFECTED THROUGH LETTER OF CREDIT. THE LETTER OF CREDIT (L/C) SHALL NOT BE TRANSFERABLE, DIVISIBLE AND ASSIGNABLE. THE L/C SHALL BE OPENED ON RECEIPT OF PERFORMANCE GUARANTEE BOND.</p> <p>THE CHARGES FOR ESTABLISHING L/C AND BANK CHARGES IN INDIA SHALL BE BORNE BY MMTC/BUYER. ALL BANK CHARGES OUTSIDE INDIA AND THE L/C CONFIRMATION CHARGES WILL BE TO THE ACCOUNT OF SUPPLIER.</p> <p>PAYMENT AGAINST L/C SHALL BE MADE ON NEGOTIATION OF DOCUMENTS THROUGH BANK IN INDIA OR AFTER 30/90/180 DAYS FROM BILL OF LADING DATE, AS THE CASE MAY BE, ON PRESENTATION OF DOCUMENTS.</p>
10.	VALIDITY	UP TO 4 TH APRIL 2018
11.	DISCHARGE RATE	2000 MT SHEX EIU AT MBPT, HAY BUNDAR PORT ON THE BASIS OF FOUR OR MORE AVAILABLE WORKABLE HATCHES AND PRORATA IF LESS.
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. MTPL, 100% SUBSIDIARY OF MMTC, IS ALSO EXEMPTED FROM SUBMITTING BID BOND AND PERFORMANCE GURANTEE 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 OF USD 3500.</p>

		<p>CATEGORY- III ALL OTHER BIDDERS WHO ARE NOT COVERED ABOVE SHALL SUBMIT A BID BOND USD 7500.</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.</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.	ANALYSIS AND SAMPLING	<p>THE ANALYSIS FOR MMTC/BUYER SHALL BE MADE AT MMTC/BUYER'S EXPENSES BY ANY RECOGNIZED LABORATORY APPOINTED BY MMTC/BUYER AT LOAD PORT. THE RESULTS OF THE ANALYSIS DONE BY MMTC/BUYER'S APPOINTED REPRESENTATIVE WILL BE TAKEN AS FINAL.</p> <p>MMTC/BUYER SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY AND FOR VERIFICATION OF THE VARIOUS CONSTITUENTS. THE REPRESENTATIVE COMPOSITE SAMPLE SHALL BE DRAWN IN THE CUSTOMARY MANNER DURING LOADING OPERATIONS THROUGH INSPECTION AGENCY APPOINTED BY MMTC/BUYER. THE QUALITY SO DETERMINED AT LOAD PORT SHALL BE FINAL AND BINDING ON BOTH THE PARTIES.</p> <p>THE SUPPLIER, IF SO DESIRES, CAN NOMINATE THEIR REPRESENTATIVE TO SUPERVISE THE DRAFT SURVEY AND DRAWAL OF SAMPLES AT THEIR OWN EXPENSES.</p> <p>SAMPLES DRAWN BY INSPECTION AGENCY DURING LOADING OPERATION SHALL BE SEALED IN GLASS JARS, TWO OF WHICH SHALL BE SENT TO MMTC/BUYER WITH THE MASTER OF THE</p>

		<p>VESSEL FOR DELIVERY TO MMTC/BUYER'S NOMINEES AT PORT OF DISCHARGE, TWO TO BE RETAINED BY MMTC/BUYER'S REPRESENTATIVE APPOINTED AT LOAD PORT FOR CHECKING AND ANALYSIS PURPOSE AND OTHER TWO TO BE GIVEN TO SUPPLIERS FOR REFERENCE. A CERTIFICATE OF SAMPLING DETAILING DESTINATION OF THE SAMPLES SHALL BE MADE OUT AND SIGNED BY BOTH THE PARTIES TO THE SAMPLING PROCESS.</p> <p>HOWEVER, IN CASE OF CONTESTATION AS REGARDS ANY OF THE CONSTITUENTS, ONE OF THE SAMPLES RETAINED BY THE MMTC/BUYER'S REPRESENTATIVE OR SAMPLES RECEIVED THROUGH MASTER OF THE VESSEL SHALL BE SENT TO A NEUTRAL BODY/AGENCY OR LABORATORY TO BE MUTUALLY AGREED UPON FOR UMPIRE ANALYSIS. RESULTS OF THE UMPIRE ANALYSIS WILL BE FINAL AND BINDING ON BOTH THE PARTIES AND THE COST FOR SUCH ANALYSIS WILL BE BORNE BY THE LOSING PARTY I.E. PARTY WHOSE ANALYSIS DIFFERS FROM THE UMPIRE ANALYSIS MORE WIDELY.</p> <p>IN CASE MMTC/BUYER DOES NOT APPOINT INSPECTION AGENCY AT THE LOAD PORT, THE INDEPENDENT INSPECTION AGENCY AT DISCHARGE PORT WILL BE APPOINTED FOR INSPECTION OF THE CARGO, ANALYSIS OF THE SAMPLES AND DRAFT SURVEY. THE INSPECTION AGENCY SHALL DRAW SIX SAMPLES; TWO FOR MMTC/BUYER TWO FOR REPRESENTATIVE OF THE SUPPLIER AND TWO FOR UMPIRE ANALYSIS TO BE RETAINED BY MMTC/BUYER. IN SUCH CASE, SUPPLIER SHALL DEPUTE THEIR AUTHORIZED REPRESENTATIVE TO WITNESS SAMPLING AND DRAFT SURVEY. THE RESULTS THUS OBTAINED SHALL BE FINAL AND BINDING ON BOTH THE PARTIES.</p>
14.	WEIGHTMENT	<p>WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR / INSPECTION AGENCY AT THE LOADING PORT APPOINTED BY MMTC/BUYER AT MMTC/BUYER'S COST.</p>
15.	MUTUALLY AGREED DAMAGES	<p>IN THE EVENT OF FAILURE TO DELIVER THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT, IT IS AGREED THAT MMTC/ITS BUYER SHALL HAVE THE RIGHT TO EXERCISE <u>ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</u></p> <ul style="list-style-type: none"> i) TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF NON-SUPPLIED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SUPPLIER. MMTC/ITS BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST INCLUDING BY INVOKING THE PG BOND. ii) TO PURCHASE FROM OTHER SOURCE WITHOUT NOTICE TO THE SUPPLIER, AT THE RISK AND COST OF THE SUPPLIER, THE MATERIAL NOT SHIPPED OR MATERIAL OF

		<p>SIMILAR DESCRIPTION FOR WHICH MMTC/ITS BUYER SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR SHIPMENT. <u>MMTC/ITS BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST INCLUDING BY INVOKING THE PG BOND.</u></p> <p>iii) TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN DELIVERING THE MATERIAL FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL DELIVERY PERIOD UNTIL ACTUAL DELIVERY OR UNTIL MMTC/ITS BUYER SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 1% PER WEEK FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.</p>
16.	<u>FORCE MAJEURE</u>	<p>i) IF AT ANY TIME DURING THE CONTINUANCE OF THIS CONTRACT EITHER PARTY IS UNABLE TO PERFORM THE WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTION, SABOTAGE, QUARANTINE RESTRICTION, ACTS OF GOD AND ACTS OF GOVERNMENT (INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS) FIRES, FLOODS, EXPLOSION, EPIDEMICS, STRIKES, EMBARGOES, THEN THE DATE OF DELIVERY OF THE PRODUCT SHALL BE EXTENDED FOR THE PERIOD FORCE MAJEURE CONDITION WAS OPERATIVE.</p> <p>ii) ANY WAIVER / EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO THE REASONS IN PARA (I) ABOVE SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF REMAINING DELIVERIES.</p> <p>iii) IF OPERATION OF THE FORCE MAJEURE CIRCUMSTANCES EXCEEDS THREE MONTHS, EACH PARTY SHALL HAVE THE RIGHT TO REFUSE FURTHER PERFORMANCE OF THE CONTRACT, IN WHICH CASE NEITHER PARTY SHALL HAVE THE RIGHT TO CLAIM EVENTUAL DAMAGES FROM EACH OTHER.</p> <p>iv) THE PARTY, WHICH IS UNABLE TO FULFILL ITS OBLIGATION UNDER THE CONTRACT, MUST WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THIS CLAUSE SHALL INFORM THE</p>

		<p>OTHER PARTY OF THE EXISTENCE OF THE FORCE MAJEURE CONDITIONS WHICH PREVENTS IT FROM PERFORMING THE CONTRACT. SUCH OCCURRENCE SHOULD BE ACCOMPANIED WITH CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE IN THE COUNTRY OF ORIGIN OF SUPPLIER IN THIS RESPECT. THE SUPPLIER SHALL ALSO PROMPTLY INFORM THE ENDING OF SUCH EVENT ENCLOSING THEREWITH CERTIFICATE FROM CHAMBER OF COMMERCE. IF MMTC/ ITS BUYER IS PREVENTED FROM PERFORMING THE CONTRACT, MMTC/ ITS BUYER SHALL INFORM THE SUPPLIER WITHIN 15 DAYS OF OCCURRENCE OF SUCH FORCE MAJEURE CONDITIONS ACCOMPANIED BY CERTIFICATE ISSUED BY CHAIRMAN & MANAGING DIRECTOR OF MMTC/ ITS BUYER.</p> <p>v) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.</p>
17.	JURISDICTION	THE CONTRACT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AT MUMBAI AND ALL CAUSES OF ACTION IN RELATION TO THE CONTRACT WILL THUS BE DEEMED TO HAVE ARISEN ONLY WITHIN THE JURISDICTION OF THE MUMBAI COURTS.
18.	<u>GOVERNING LAW</u>	THE CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.
19.	GENERAL	<p>A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</p> <p>B. 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.</p> <p>C. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT.</p> <p>D. 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>E. ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC OF 1%, 3%, 5% OF CONTRACT VALUE BY CATEOGARY I, CATEOGARY II AND CATEOGARY III RESPECTIVELY.</p> <p>F. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS FOR SUCH IMPORT.</p> <p>G. BIDS ARE TO BE SUBMITTED LATEST BY 1400 HRS. ON 15.03.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mmtc.abcprocure.com. BID BOND CAN BE</p>

		<p>SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 2ND FLOOR, CORE-1 , SCOPE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>H. TECHNICAL BID WILL BE OPENED AT 14.15 HRS IST ON 15.03.2018 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>I. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p>
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NOTE: CLASS III DIGITAL SIGNATURE 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 MPMC LIMITED
CORE 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110003 (INDIA)

DEAR SIRs,

- 1) WHEREAS, MPMC 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 MPMC) 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 MPMC 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 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.
- 4) 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.

- 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](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.