

NOTICE INVITING E -TENDER NO. MMTC/FERT/2018-19/PHOSPHORIC ACID/1 DATED 16/04/2018 FOR SUPPLY OF PHOSPHORIC ACID IN BULK FROM GLOBAL SUPPLIERS

1	COMMODITY	PHOSPHORIC ACID AS PER SPECIFICATIONS AND TERMS AS PER CONPHOS 001/2003 FAI																						
2	QUANTITY	APPROX 12,000 MT P2O5																						
3	SHIPMENT SIZE AND DELIVERY PERIOD	8000 - 11000 MT+/-5% SOLUTION VENDOR SHALL SPECIFY THE QUANTITY THAT THEY ARE OFFERING)																						
4	ARRIVAL PERIOD	ARRIVAL COCHIN DURING MAY 2018 AS PER THE FOLLOWING SCHEDULE. 1 ST SHIPMENT: 1 -5 MAY 2018 2 ND SHIPMENT: 11 – 15 MAY 2018 MMTC/ITS CUSTOMER RETAINS THE RIGHT TO ACCEPT DEVIATION IN PARCEL SIZE FOR THE SHIPMENT AT ITS SOLE DISCRETION, IN CASE OF SINGLE OFFER / HIGH PRICE FOR THE OFFER WITH PARCEL SIZE AS PER TENDER. HOWEVER, BUYER'S MAXIMUM STORAGE CAPACITY AT COCHIN PORT IS 11000+5% MT PHOSPHORIC ACID SOLUTION ONLY THE FINAL ARRIVAL SCHEDULES OF SHIPMENTS AND PARCEL SIZE OF EACH SHIPMENT SHALL BE AS MUTUALLY AGREED, ALSO CONSIDERING THE AVAILABILITY OF ULLAGE AT COCHIN FOR RECEIVING SUCCESSIVE SHIPMENTS INCLUDING SHIPMENTS ALREADY CONCLUDED.																						
5	RATE OF DISCHARGE	COCHIN 1000 MT PER HOUR																						
6	COUNTRY OF ORIGIN	TO BE INDICATED BY BIDDERS																						
7	SPECIFICATIONS OF PHOSPHORIC ACID BULK	<table border="1"> <thead> <tr> <th>ELEMENTS</th> <th>ELEMENTS IN WT. (%) 52-54% OF P2O5</th> </tr> </thead> <tbody> <tr> <td>P₂O₅</td> <td>52.0 MIN.</td> </tr> <tr> <td>H₂SO₄ (AS SO₃)</td> <td>4.0 MAX</td> </tr> <tr> <td>DENSITY @60⁰DEG. F</td> <td>1.75</td> </tr> <tr> <td>SUSPENDED SOLIDS</td> <td>2.5(MAX.)</td> </tr> <tr> <td>SULPHATE AS SO₄</td> <td>6.0 (MAX.)</td> </tr> <tr> <td>FLUORIDE AS F</td> <td>1.8 (MAX.)</td> </tr> <tr> <td>FE₂O₅+ AL₂O₃</td> <td>3.75 (MAX.)</td> </tr> <tr> <td>CL</td> <td>200 (MAX.)</td> </tr> <tr> <td>MGO</td> <td>1.0 (MAX.)</td> </tr> <tr> <td>CAO</td> <td>0.5 (MAX.)</td> </tr> </tbody> </table> <p>THE ABOVE ANALYSIS TO SERVE ONLY AS GUIDENCE. ACTUAL CONTENT IN THE PRODUCT MAY FLUCTUATE SLIGHTLY BELOW OR ABOVE AS THE CASE MAY BE AND THE ONLY FIGURE TO BE BINDING FOR SELLER SHALL BE THE GURANTTED MINIMUM CONCENTRATION OF P2O5.</p>	ELEMENTS	ELEMENTS IN WT. (%) 52-54% OF P2O5	P ₂ O ₅	52.0 MIN.	H ₂ SO ₄ (AS SO ₃)	4.0 MAX	DENSITY @60 ⁰ DEG. F	1.75	SUSPENDED SOLIDS	2.5(MAX.)	SULPHATE AS SO ₄	6.0 (MAX.)	FLUORIDE AS F	1.8 (MAX.)	FE ₂ O ₅ + AL ₂ O ₃	3.75 (MAX.)	CL	200 (MAX.)	MGO	1.0 (MAX.)	CAO	0.5 (MAX.)
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		METHOD OF ANALYSIS- AOAC 1990
8	RATE	<p>BIDDER SHALL QUOTE THEIR CFR COCHIN RATE IN USD PER MT OF P2O5, INCLUDING 30 DAYS CREDIT. PAYMENT SHALL BE BASED ON THE P2O5 CONTENT ONLY. BIDDER MAY INDICATE IN THE OFFER WHETHER CREDIT UP TO 180 DAYS CAN BE EXTENDED. IF YES, TERMS OF CREDIT SHALL BE INDICATED.</p> <p>OFFER SHOULD BE MADE COMPULSARLY, BOTH ON C&F AND FOB BASIS IN USD QUOTING THE PRICE FOR PHOSPHORUS PENTAOXIDE (P2O5) EXPRESSED IN THE TERMS OF 1 MT OF 100% P2O5. THE BUYER AT ITS DESCRIPTION MAY OPT NOT TO CONSIDER OFFER WHICH DO NOT CONTAIN FOB PRICES. IN CASE OF C&F PURCHASES, THE SELLER SHALL UNDERTAKE TO ENSURE MAXIMUM USE OF THE INDIAN FLAG VESSELS BY GIVING THEM THE FIRST RIGHT OF REFUSAL.</p>
9	PAYMENT	<p>IN THE CASE OF VENDORS WHO HAVE NOT SUPPLIED PHOSPHORIC ACID TO MMTC SO FAR, PAYMENT FOR THE FIRST SHIPMENT SHALL BE CASH AGAINST DOCUMENTS (AS PER THE AGREED CREDIT PERIOD) AND AFTER ACCEPTANCE OF THE MATERIAL BASED ON ANALYSIS OF THE SAMPLE TAKEN AT THE DISPORT BY SURVEYOR APPOINTED BY MMTC/ITS BUYER. IN THE CASE OF OTHER SUPPLIERS PAYMENT SHALL BE BY LC / CAD. IN CASE OF L/C, BUYER'S BANK CHARGES INCLUDING LC OPENING CHARGES SHALL BE TO BUYER'S ACCOUNT. SELLER'S BANK CHARGES INCLUDING CONFIRMATION CHARGES, IF REQUIRED BY SELLER, SHALL BE TO SELLER'S ACCOUNT.</p>
10	EARNEST DEPOSIT MONEY	<p>ALL BIDDERS EXCEPT MTPL (A 100% SUBSIDIARY 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.</p>
11	VESSEL	<p>ALL VESSELS CALLING AT COCHIN PORT SHOULD HAVE VALID P&I AND CLASSIFICATION CERTIFICATES, WHICH SHOULD BE COVERED BY INTERNATIONAL GROUP OF P & I CLUBS AND CLASSIFIED WITH INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES AS STIPULATED BY THE MINISTRY OF SHIPPING, GOVT. OF INDIA. IF NOT, NECESSARY RELAXATION HAS TO BE TAKEN BY VESSEL OWNER FROM MINISTRY OF SHIPPING, GOVT. OF INDIA AS PER CIRCULAR NO.SR-12020/2/2011- MG DATED 2 AUG'12 ISSUED BY MINISTRY OF SHIPPING, WELL IN ADVANCE OF VESSEL'S ARRIVAL, FAILING WHICH PERMISSION WILL NOT BE GRANTED BY PORT FOR BERTHING OF VESSEL.</p>
12	DRAFT/ LOA	<p>DRAFT AVAILABLE AT Q-10 BERTH OF COCHIN PORT IS 35 FT. INSTEAD OF 30/33 FT SOWN IN CONPHOS 001/2003 FAI.</p>
13	SHIPPING TERMS	<p>VESSEL SHALL BE CHARTERED AS PER RELEVANT CHARTER PARTY AND SHIPPING TERMS SHALL BE IN ACCORDANCE WITH THE INCOTERMS 2010 EDITION AND AS AMENDED FROM TIME TO TIME.</p>
14	SHIPMENT SIZE	<p>SHIPMENT SHALL BE SCHEDULED AND EFFECTED IN A MANNER AS PER THE SPECIFIC SHIPPING SCHEDULE MUTUALLY AGREED FROM</p>

		<p>TIME TO TIME BETWEEN SELLER AND COMMITTEE (OR WITH BUYERS IF SO DESIRED BY THE COMMITTEE, IN WHICH CASE SHIPMENTS SHALL BE AS PER UNIT WISE ALLOCATION MADE BY COMMITTEE AND CONVEYED TO THE BUYERS AS WELL AS SELLERS. FURTHER, THE PARCEL SIZE ALSO BE MUTUALLY DECIDED SUBJECT TO THE CONDITION THAT THE VESSEL NOMINATED CONFIRM TO THE LIMITATION AT THE PORT OF DISCHARGE CONCERNING. MAXIMUM DRAFT AT LOW TIDE AT THE BIRTH, MAXMIUM, LENGTH OVERALL (LOA) PERMISSIBLE BEAM RESTRICTION, DISPLACEMENT RESTRICTION AND BY THE OTHER CONDITIONS PREVAILING AT DISCHARGE PORT. SUPPLIES SHALL BE SCHEDULED IN SUCH A MANNER THAT THE ENTIRE CONTRACT QUANTITY IS SUPPLIED WITHIN THE CONTRACT PERIOD IN APPROXIMATELY EQUALLY SPACED PERIODS.</p>
15	MANUFACTURER'S SUPPORT LETTER	<p>ALL THE BIDDERS OTHER THAN MAUFACTURERS ARE REQUIRED TO FURNISH ALONGWITH THEIR OFFER THE NAME OF MANUFACTURER AND ENCLOSE AN AUTHORITY LETTER FROM SAID MANUFACTURER TO THE EFFECT THAT THE BIDDER HAS BEEN MADE AVAILABLE REQUISITE QUANTITY OF P2O5 OFFERED BY HIM FOR SALE TO INDIA, TOGETHER WITH THE PERIOD OF SHIPMENT.</p>
16	MARINE INSURANCE AND OVERAGE INSURANCE	<p>THE BUYER SHALL ARRANGE AT HIS OWN COST FOR MARINE INSURANCE FOR THE PRODUCT. IF THE VESSEL EMPLOYED IS ABOVE 15 YEARS OLD, THE EXTRA INSURANCE PREMIUM PAID BY THE BUYER SHALL BE REIMBURSED BY THE SELLER WITHIN 60 DAYS FROM THE DATE OF THE CLAIM BY THE BUYER AGAINST THE COPY OF INSURANCE COMPANY'S CERTIFICATE OR CLAIM LETTER FROM BUYER. SUCH CLAIM TO BE SENT BY BUYER TO THE SELLER, WITHIN 60 DAYS FROM THE DATE OF COMPLETITION OF DISCHARGE. HOWEVER THE VESSEL AGE SHOULD NOT BE MORE THAN 20 YEARS OLD.</p>
17	DEFAULT	<p>IN THE EVENT OF FAILURE TO SAIL THE VESSEL FROM LOAD PORT WITHIN THE TIME STIPULATED IT IS AGREED THAT BUYER SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</p> <ol style="list-style-type: none"> 1. 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. BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF PG BOND. 2. 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 BUYER SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST AND DAMAGES BY ALL LEGAL MEANS INCLUDING INVOCATION OF PG BOND.

18	PORT DUES	VESSEL RELATED CHARGES TO BE BORNE BY THE VESSEL OWNER
19	LIQUIDATED DAMAGES	<p>IN THE EVENT OF PLACEMENT OF ORDER / LOI BY BUYER ON THE SUCCESSFUL L1 TENDERER, TIMELY EXECUTION OF THE ORDER / LOI AND DELIVERY OF THE MATERIAL WITHIN THE DELIVERY PERIOD AS STIPULATED IN THE ORDER IS VERY IMPORTANT.</p> <p>IF THE MATERIALS ARE NOT DELIVERED ON OR BEFORE THE DELIVERY DATE SPECIFIED IN THE ORDER / LOI, BUYER RESERVES THE RIGHT EITHER TO RECEIVE WITH LIQUIDATED DAMAGES OR REJECT THE MATERIAL IF SUPPLIED SUBSEQUENTLY, OR TO RECOVER AS LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY FOR THE PERIOD AFTER THIS MATERIAL WAS DUE OR UNTIL ACTUAL DELIVERY OR UNTIL THE BUYERS SECURE THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 0.5% OF CONTRACT VALUE FOR EVERY WEEK OF DELAY OR PART THEREOF FROM THE SPECIFIED DATE OF DELIVERY SUBJECT TO A MAXIMUM OF 2% OF THE CONTRACT VALUE AND / OR TO CANCEL THE CONTRACT AND TO FORFEIT THE PG BOND.</p>
20	TITLE AND RISK	TITLE AND RISK FOR CARGO SHALL PASS FROM SELLER TO BUYER AS CARGO PASSES SHIP'S FLANGES AT THE TIME OF LOADING AT LOAD PORT
21	FORCE MAJURE	<p>A) IF AT ANY TIME DURING THE CURRENCY 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 RESTRICTIONS, ACTS OF GOD, ACTS OF GOVERNMENT, (INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS) FIRES, FLOODS, EXPLOSION, EPIDEMICS, STRIKES, SMBARGOES, CLOUSER OF DISCHARGING BERTH ETC., THEN THE DATE OF FULFILLMENT OF ENGAGEMENT SHALL BE POSTPONED WITH MUTUAL CONSENT, DURING THE TIME WHEN SUCH CIRCUMSTANCES ARE OPERATIVE.</p> <p>B) ANY WAIVER/ EXTENSION OF TIME IN RESPECT OF DELIVERY OF ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO THE REASONS MENTIONED ABOVE SHALL NOT BE DEEMED TO BE A WAIVER/EXTENSION OF TIME IN RESPECT OF THE REMAINING DELIVERIES.</p> <p>C) IF OPERATION OF SUCH CIRCUMSTANCES EXCEEDS THREE MONTHS, EACH PARTY SHALL HAVE THE RIGHT TO REFUSE FURTHER PERFORMANCE OF CONTRACT IN WHICH CASE NEITHER PARTY SHALL HAVE THE RIGHT TO CLAIM THE EVENTUAL DAMAGES FROM EACH OTHER.</p> <p>D) THE PARTY, WHICH IS UNABLE TO FULFILL ITS ENGAGEMENT 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 OR TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR COMPETENT AUTHORITY IN CASE OF BUYER SHALL BE SUFFICIENT PROOF OF THE</p>

		<p>EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.</p> <p>E) NON AVAILABILITY OF MATERIAL WILL NOT BE AN EXCUSE FOR THE SELLERS FOR NOT PERFORMING THEIR OBLIGATION OF THE CONTRACT</p>
22	ARBITRATION	<p>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 THERE FROM, 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 INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION. THE NUMBER OF ARBITRATOR SHALL BE ONE AND THE LANGUAGE OF THE ARBITRATION PROCEEDINGS SHALL BE ENGLISH. THE PLACE OF ARBITRATION PROCEEDINGS SHALL BE ERNAKULAM IN KERALA.</p>
23	VALIDITY	<p>BIDS SHOULD BE VALID FOR A PERIOD OF MINIMUM OF 10 DAYS FROM THE DATE OF OPENING OF THE BID</p>
24	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 DEDUCTIONS.</p> <p>C. 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>D. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS FOR SUCH IMPORT.</p> <p>E. BIDS ARE TO BE SUBMITTED LATEST BY 1400 HRS. ON 24.04.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mmtc.abcprocure.com BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 2nd FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>F. TECHNICAL BID WILL BE OPENED AT 14.15 HRS IST ON 24.04.2018 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>G. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p>

NOTE:

1. 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

TERMS FOR DELIVERY AGAINST C&F CONTRACTS

1. SELLER hereby undertakes to provide at his own expenses proper transportation for carriage of the ACID in transit subject to Govt. of India policy directives in this regard. Marine and War risk, insurance etc. covering total loss only shall be arranged by BUYER. The vessel chartered by Seller should not, however, be of more than 15 (fifteen) years in age and should be of the highest Lloyd's equivalent classification, failing which Seller shall be liable for any additional insurance premium paid or payable by BUYER. War risk premium for vessel and crew bonus, if any payable to vessel owners as per C/P for calling at nominated load port is to be borne by Sellers.

2. SELLER shall obtain, from the carrier at his own expenses on board shipped, Ocean Bill of Lading, clean and transferable in the name of buyer, dealing only with ACID to Discharge Port – India and shall notify BUYER by cable/telex/fax immediately after sailing of the vessel the net quantities of ACID in terms of P2O5 loaded, the sailing date of the vessel and anticipated date of its arrival at the Discharge Port and Courier the copies of the shipping documents, well in time.

3. The vessel shall report to Buyer or Buyer's agents or receivers nominated by Buyer at the unloading port by wireless, telex or telegram at least 72 hours before arrival, stating the anticipated hour of arrival. Similar notice shall be given at least 24 hours in advance of the ETA of ship and thereafter any change over 1 hour.

4. BUYER shall provide at his own expenses suitable unloading handling equipment at the discharge port during the term of this agreement and any extension thereof. SELLER shall arrange with the carrier to provide on board the vessel fittings and pumping equipment to ensure unloading at a guaranteed minimum average rate of 700 MT solution per hour and should have at least 2 unloading points suitable for connection with BUYER'S 8" (200 mm) flanged unloading hoses.

5. The SELLER shall ensure that these flanges shall be kept ready by the master of the vessel prior to the berthing of the vessel and that he shall provide all possible assistance at no extra cost to the Buyer for ready and fast connection of Buyer's unloading hoses for unloading of the cargo.

5.1 Laytime shall commence only 6 hours after the receipt o Notice of Readiness (N.O.R.) of the vessel or on berthing of the vessel and that he shall provide all possible assistance at no extra cost to the Buyer for ready and fast connection of Buyer's unloading hoses for unloading of the cargo.

5.2 Laytime allowed for each discharge port shall be determined according to the following scale. Sundays and Port Holidays included i.e. SHINC basis:

Upto 10500 MT Solution	- 24 hours
From 10501 to 15000 MT	- 27 hours
From 15001 to 20300 MT	- 30 hours
From 20301 to 22500 MT	- 34 hours

For consignments beyond 22500 MT solution onwards, laytime in excess of 34 hours shall be calculated extra @ 500 MT/Hour prorated.

5.3 Berthing delay on account of tide not being available and other natural causes shall, however, not be included in laytime. Further, berthing delay due to the vessels not conforming to the limitations of the discharge port shall not be to the Buyer's account.

5.4 Any delay in actual connection of the BUYER's hoses with the manifold of the vessel on account of delay in obtaining the free pratique, customs clearance, immigration etc. by the vessel's agents shall not be the BUYER's account nor any port charges on this account.

6. If the vessel is unable to complete unloading within the allowable laytime stipulated in Section 5.2 above, due to any cause attributable to BUYER, he shall pay to SELLER demurrage at the following per day prorata rate:

Upto 10000 MT Solution - Prorata based on 1 USD for one
Tonne

10001 MT Solution & above - For 1st 10000 MT – 10000 USD
For balance @ 60 cents – per MT
Prorata

For the purpose of demurrage calculations, the total quantity of Phos Acid carried to Indian Ports shall be the basis for vessel capacity and not the Gross Registered Tonnage (GRT). For this purpose, the SELLER shall furnish the relevant information regarding the parcels carried by the Ship in the concerned voyage. Notwithstanding the above rates, if the Charter Party demurrage rates become lower, such lower rates to be applicable.

- 6.1 In the event of the vessel arriving prior to the agreed laydays at the discharge port, laytime shall commence only from 0600 hrs of the first day of the laydays accepted by the Buyer. However, if the situation with regard to prevailing production rate, space availability, and other vessel's commitment, etc. permits, buyer can at his discretion arrange for discharge of Cargo prior to laydays stipulated while it made explicitly clear that the receiver has no obligation to berth the vessel prior to commencement of the confirmed laydays.
- 6.2 As per Charter Party, if however, demurrage is incurred at the port of discharge by reasons of fire, explosion, storm or by strike, lock-out, stoppage or restraint of labour (inclusive of non-availability of pilot) or by breakdown of machinery or equipment in or around the plant of the buyer or any other force majeure circumstances in the plant or the port of discharge, demurrage will be payable as per ASBATANKVOY Charter Party.

- 6.3 Should the vessel be unable to pump out the Acid from the vessel to the Buyer's terminal tank at an average rate of 700 MT Solution per hour, time lost on account of the slow pumping attributable to the vessel shall not count as used by lay time.

7. PORT DUES

At discharging port, dues on vessel will be for the Seller/Owner's account, but dues on product including import duties, taxes and customs duties will be for Buyer's account.

8. OVERAGE INSURANCE

If the vessel employed is above 15 years old, the extra insurance premium payable by the buyer on this account will be reimbursed by the Seller to the Buyer after receipt of the Insurance Company's certificate/bill in original. However, if the same is not reimbursed within 60 days of dispatching a formal claim to the Seller, it will be deducted from any of the amounts payable to the Seller including cost of material.

9. All other terms & conditions shall be as per the relevant Charter Party. The provision stipulated in this agreement shall, however, supersede those of the Charter Party wherever they are found to be at variance to each other. SELLER shall make available a copy of Charter Party to Buyer for verification of the demurrage rate.

ANNEXURE-II

DETERMINATION OF QUANTITY AND QUALITY

1. AT LOADING PORT

At loading port, the quantity of acid solution loaded on the vessel shall be determined by a mutually acceptable independent surveyor of repute based on the draft survey at Load Port and/or vessel's tanks' readings before and after loading. Such quantity along with surveyor's density and temperature readings shall form the basis of the bill of lading and SELLER's Invoice. Cost of checking the weight determination at the loading port by an independent surveyor shall be totally borne by SELLER.

2. AT UNLOADING PORT

Prior to unloading of the ACID from the Ship's tanks into the BUYER's terminal Tanks, a mutually acceptable independent surveyor will measure and record the lower level and temperature of the acid in each terminal tank and after completion of the unloading of the acid from the ship's tanks to the BUYER's terminal tanks, the Surveyor will determine and record top level and temperature of the acid in each of the terminal tanks. Such certified quantities based on ullage readings and temperature measurement of the terminal tanks and density determination of the sample drawn by the independent surveyor from the ships tanks shall be accepted as the total quantity of ACID received by the BUYER and shall be treated as final. Cost of checking the weight determination at unloading port by an independent surveyor shall be totally borne by BUYER.

3. SELLER agrees to compensate for the actual shortage based on the quantity received by the Buyer as determined under relevant provisions as follows:

If the difference between invoiced quantity and the quantity determined under Article 2 is less than or equal to 0.5% of the invoiced quantity, SELLER will not compensate but if it exceeds 0.5%, SELLER will compensate for the shortfall in the invoice quantity in excess of 0.5%.

4. The SELLER shall issue a corresponding credit note to the BUYER for the short quantity to be thus compensated and follow-up remittance.
5. At loading port, SELLER shall draw sample of the ACID at regular intervals during loading and such samples shall be mixed together to form a composite sample which would be divided into 4 equal parts and sealed in 4 separate bottles. These operations as performed by SELLER in presence of mutually accepted reputed independent surveyor shall be deemed final and binding for both parties.
6. One such sample shall be analysed by SELLER in the laboratory and the P2O5 content analysed thereby shall form the basis of SELLER's invoice. Two sealed samples shall be sent to BUYER through the master of ship. The remaining sample shall be retained by the SELLER.
7. At unloading port, the independent surveyor shall draw one sample each from the top middle and bottom of each of the ship's tanks and such samples collected, shall be mixed together to form a composite sample, which shall be divided into four equal parts and separately sealed.

Distribution of the sealed samples shall be as follows:

- | | |
|----------|---------------------------------------|
| Sample 1 | - Ship's Master |
| Sample 2 | - To SELLER through Ship's master |
| Sample 3 | - Analysed by BUYER |
| Sample 4 | - Retained by BUYER as referee sample |

8. The method of analysis for P₂O₅ content of acid shall be the PERRIN WILSON DAHLGREEN METHOD OR A.O.A.C. 1990 GRAVIMETRIC QUINELIUM MOLYBDENO PHOSPHATE METHOD.
9. Any disagreement which may occur on the P₂O₅ content of acid shall be notified by BUYER to SELLER for effecting necessary adjustments in Invoice. In case of dispute, the sample retained by the BUYER at the unloading port and the sample retained by SELLER at load port shall be submitted to a mutually agreed laboratory of repute for the determination of P₂O₅ content. Results of this control analysis based on the composite sample of load and discharge ports samples shall be binding for both parties. In case the BUYER is not able to send his sample for testing directly to the Referee Lab within 30 days from the date of communication regarding difference in quality, then the result of analysis, based on load port sample, to be binding on both parties.
10. The cost of the control analysis shall be borne by SELLER if such analysis shall result on SELLER issuing the credit note to Buyer as per Article 12 hereunder. Otherwise the cost of the control analysis shall be borne by the BUYER.
11. If the control analysis from the referee laboratory establishes that the P₂O₅ content is less or not more than 0.15% from the content determined by SELLER's analysis. SELLER's invoice shall be deemed final.
12. If such is not the case, the SELLER shall issue and forward to BUYER a credit or debit note corresponding to the variation between the content determined by the SELLER's analysis and the content determined by the control analysis.
The SELLER/BUYER shall, on receipt of the result of the control analysis, arrange to remit the relevant amount in US\$ to the current account of BUYER/SELLER as the case may be.

In case of any difference, it shall be the responsibility of the seller to make necessary arrangement with the referee including payment of the analysis charges in the first instance. This should be done within 60 days of dispatching claim by the buyer to the seller.

ANNEXURE-III

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 PHOSPHORIC ACID SOLUTION 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.

DATED: _____ FOR _____

PLACE: _____ BANK _____

ANNEXURE IV

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 _____ 2015

YOURS FAITHFULLY

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

ANNEXURE V

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS "MMTC",

AND

..... HEREINAFTER REFERRED TO AS "THE BUYER/VENDOR/BIDDER"

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;
WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.
- B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

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

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

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS

PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.

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

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

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

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.

- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

SECTION 4 – COMPENSATION FOR DAMAGES

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

SECTION 5 – PREVIOUS TRANSGRESSION

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.
2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

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

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S) WITH CONFIDENTIALITY.
4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.
8. THE WORD "IEM" WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.
2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.

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

5. THIS INTEGRITY PACT RELATES TO CONTRACT NUMBER AND DATE AS -----.

.....
(FOR & ON BEHALF OF MPMC)
NAME:
DESIGNATION:
(OFFICE SEAL)

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

PLACE :
DATE :

WITNESS 1 :
NAME :
ADDRESS :

WITNESS 2 :
NAME :
ADDRESS :

ANNEXURE VI

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.