

**NOTICE INVITING TENDER NO. MPMC/FERT/DAP/2018-19/1 DATED 13.06.2018 FOR SUPPLY OF DI-AMMONIUM PHOSPHATE (DAP)**

<b>1.</b>	<b>COMMODITY</b>	DI-AMMONIUM PHOSPHATE (DAP 18:46)
<b>2.</b>	<b>QUANTITY</b>	40,000 MT +/- 5% BLACK OR DARK BROWN IN COLOUR.
<b>3.</b>	<b>SPECIFICATION</b>	<p>AS PER INDIAN FERTILIZER CONTROL ORDER 2017 AND LATEST AMENDMENTS:</p> <p>MOISTURE PER CENT BY WEIGHT ,MAXIMUM 2.5</p> <p>TOTAL NITROGEN (AMMONIACAL AND UREA) PER CENT BY WEIGHT ,MINIMUM 18.0</p> <p>AMMONIACAL NITROGEN PER CENT BY WEIGHT ,MINIMUM 15.5</p> <p>AVAILABLE PHOSPHORUS (AS P<sub>2</sub>O<sub>5</sub>) PER CENT BY WEIGHT ,MINIMUM 46.0</p> <p>WATER SOLUBLE PHOSPHORUS (AS P<sub>2</sub>O<sub>5</sub>) PER CENT BY WEIGHT ,MINIMUM 39.5</p> <p>PARTICLE SIZE - MINIMUM 90 PER CENT OF THE MATERIAL SHALL BE RETAINED BETWEEN 1MM AND 4 MM IS SIEVE</p> <p>THE TOLERANCE LIMITS AS PER FCO</p> <p>IN CASE THE CARGO IS NOT MEETING THE FCO SPECIFICATIONS, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND THE LANDED COST OF THE CARGO FOUND UNFIT AS WELL AS ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST THEREOF IMMEDIATELY ON MPMC/ITS BUYER'S FIRST DEMAND WITH VALUE DATE BEING DATE OF INITIAL PAYMENT TO THE SUPPLIER, FAILING WHICH PENALTY @ 18% P.A. SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p>
<b>4</b>	<b>DISCHARGE PORT, SHIPMENT DATE</b>	MUNDRA OR KANDLA PORT, INDIA, SHIPMENT 28 DAYS FROM THE DATE OF PURCHASE ORDER
<b>5.</b>	<b>DISCHARGE RATE</b>	12000 MT SHINC
<b>6.</b>	<b>COLOUR</b>	BLACK/DARK BROWN, THE CARGO SUPPLIED SHOULD BE UNIFORM COLOUR AND SHOULD NOT BE A MIXTURE OF TWO OR MORE DIFFERENT SOURCES
<b>7.</b>	<b>PRICE</b>	<p>SUPPLIERS SHALL QUOTE IN US\$ BOTH ON FOB AND C&amp;F BASIS FOR THE DESIGNATED DISCHARGE PORT/S.</p> <p>THE PRICE SHOULD BE QUOTED FOR PAYMENT BY LETTER OF CREDIT (L/C) AT SIGHT AGAINST PRESENTATION OF SHIPPING DOCUMENTS.</p> <p>IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UPTO 180 DAYS. MPMC MAY OPT FOR AVAILING CREDIT FOR 30 / 60 / 90 / 180 DAYS FROM THE DATE OF BILL OF LADING.</p>
<b>8.</b>	<b>PAYMENT</b>	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>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.</p> <p>PAYMENT AGAINST L/C SHALL BE MADE ON NEGOTIATION OF DOCUMENTS THROUGH BANK IN INDIA OR OAFTER 30/90/180 DAYS FROM BILL OF LADING DATE, AS THE CASE MAY BE, ON PRESENTATION OF FOLLOWING DOCUMENTS:</p> <p>I) CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONGWITH FOUR COPIES.  II) NEGOTIABLE CLEAN BILL OF LADING AND 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.  III) CERTIFICATE OF QUALITY (ANALYSIS REPORT) FROM INDEPENDENT INSPECTION AGENCY IN TRIPLICATE.  IV) CERTIFICATE OF WEIGHT AND DRAFT SURVEY REPORT FROM INDEPENDENT SURVEYOR IN TRIPLICATE.  V) COPY OF FAX / E-MAIL FROM SUPPLIER SENT MANAGER, FERTILIZER , MMTC AND BUYER'S UNDERWRITERS (WHOSE DETAILS SHALL BE FURNISHED ALONGWITH LOI/ PURCHASE ORDER) WITHIN 24 HOURS OF SAILING OF EACH VESSEL, STATING NAME OF VESSEL, QUANTITY LOADED AND DATE OF SAILING OF SHIP AND ETA AT DESIGNATED DISCHARGE PORT.  VI) CERTIFICATE OF ORIGIN ISSUED BY LOCAL CHAMBER OF COMMERCE / INDUSTRY, IN TRIPLICATE.  VII) CERTIFICATE FROM THE SUPPLIER THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT ARE 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.  VIII) SUPPLIER'S CERTIFICATE TO THE EFFECT THAT TWO NEGOTIABLE SETS OF DOCUMENTS WITH TWO NON-NEGOTIABLE SETS HAVE BEEN COURIERED AND FAXED IMMEDIATELY ON SAILING OF EACH VESSEL DIRECTLY TO MMTC/ITS BUYER OR TO THE ADDRESSEE SPECIFIED BY MMTC.  IX) CERTIFICATE FROM THE MASTER OF VESSEL FOR HAVING RECEIVED ONE COPY OF BILL OF LADING (B/L) AND SAMPLE IN SEALED JAR FROM INSPECTION AGENCY APPOINTED BY MMTC LTD.  X) STOWAGE PLAN – THREE COPIES.  XI) CERTIFICATE OF SAMPLING – THREE COPIES.</p>
9.	<b>EMD</b>	<p>TENDERERS SHALL FURNISH EMD AS PER THE CATEGORY TO WHICH THEY BELONG AS UNDER:</p> <p>A) CATEGORY – I: REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT.  B) CATEGORY – II: TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST TWO YEARS DURING THE PAST FIVE YEARS.  C) CATEGORY-III: TENDERERS OTHER THAN MENTIONED IN A) AND B) ABOVE.  FOR CATEOGARY (I) NIL  FOR CATEOGARY (II) USD 1.00 PMT OR EQUIVALENT IN INR</p>

		FOR CATEGORY (III) USD 2.00 PMT OR EQUIVALENT IN INR
10.	<b>PERFORMANCE BANK GUARANTEE</b>	<p>FOR CATEGORY (I) 1 % OF CONTRACT VALUE  FOR CATEGORY (II) 3% OF CONTRACT VALUE  FOR CATEGORY (III) 5% OF CONTRACT VALUE  IN THE EVENT OF OFFER BEING ACCEPTED, THE TENDERER SHALL FURNISH TO MMTC WITHIN 7 DAYS OF ISSUING LETTER OF INTENT (LOI) / PURCHASE ORDER (PO), A PERFORMANCE GUARANTEE IN THE PRESCRIBED PROFORMA ATTACHED IN ANNEXURE.</p> <p>THE PERFORMANCE GUARANTEE BOND SHALL BE AS PER CATEGORY TO WHICH THE TENDERER BELONGS AS SPECIFIED IN EMD CLAUSE ABOVE AND SHALL BE PROVIDED AT THE RATES INDICATED.  THE PERFORMANCE GUARANTEE BOND SHALL BE KEPT VALID TILL 90 DAYS OF COMPLETION OF DISCHARGE OF THE LAST SHIPMENT UNDER THE CONTRACT IN CASE OF SUPPLIERS AT CATEGORY-I &amp; II.  IN CASE OF CATEGORY – III PERFORMANCE GUARANTEE BOND FOR 3% SHALL BE KEPT VALID TILL 15 DAYS OF COMPLETION OF DISCHARGE OF THE LAST VESSEL UNDER THE CONTRACT AND BALANCE 2% PG BOND SHALL BE KEPT VALID TILL 90 DAYS OF COMPLETION OF DISCHARGE OF THE LAST SHIPMENT UNDER THE CONTRACT.  THE PERFORMANCE GUARANTEE BOND SHALL NOT BE RELEASED TILL SUPPLIER HAS SETTLED ALL CLAIMS.  IF, FOR ANY REASON WHATSOEVER, SUPPLIER HAS COMMITTED BREACH OF THE TERM(S) AND/OR CONDITION(S) CONTAINED IN THE PURCHASE ORDER AND/OR FAILED TO COMPLY WITH THE TERMS AND CONDITIONS AS STIPULATED IN THE PURCHASE ORDER OR AMENDMENT(S) THERETO, THE PERFORMANCE GUARANTEE BOND SHALL BE INVOKED.</p>
9.	<b>VALIDITY</b>	OFFER TO BE KEPT VALID FOR A PERIOD OF 10 DAYS FROM THE DATE OF TENDER OPENING.
10	<b>ANALYSIS AND SAMPLING</b>	<p>THE ANALYSIS SHALL BE CARRIED OUT BY INTERNATIONALLY REPUTED INDEPENDENT INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER AT LOAD PORT.</p> <p>DURING LOADING OPERATIONS, THE REPRESENTATIVE COMPOSITE SAMPLES FOR DETERMINING THE QUALITY AND FOR VERIFICATION OF THE VARIOUS CONSTITUENTS DETAILED UNDER SPECIFICATION CLAUSE SHALL BE DRAWN IN THE CUSTOMARY MANNER BY INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER</p> <p>SAMPLES DRAWN BY INSPECTION AGENCY DURING LOADING OPERATION SHALL BE SEALED IN PLASTIC JARS, TWO OF WHICH SHALL BE SENT TO MMTC/ITS BUYER, TWO OF WHICH TO BE RETAINED BY MMTC 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>MMTC AT ITS DISCRETION MAY DEPUTE ITS REPRESENTATIVE AT LOAD PORT DURING LOADING OPERATIONS TO WITNESS SAMPLING AND ANALYSIS.</p>

		<p>IN ADDITION, SUPPLIER SHALL ALSO APPOINT SEPARATE INSPECTION AGENCY AT LOAD PORT TO CARRY OUT DRAFT SURVEY AND ANALYSIS. THE REPORTS OF INSPECTION AGENCY APPOINTED BOTH BY BUYER AND SUPPLIER SHALL FORM PART OF L/C DOCUMENTS.</p> <p>MMTC/THEIR AGENT SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF DISCHARGE THROUGH CENTRAL FERTILIZER QUALITY CONTROL &amp; TRAINING INSTITUTE (CFQC &amp; TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABORATORY. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER.</p> <p>THE CARGO TO MEET THE FCO SPECIFICATIONS BASED ON THE ANALYSIS REPORT OF INDEPENDENT INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER AT LOAD PORT AS WELL AS CENTRAL FERTILIZER QUALITY CONTROL &amp; TRAINING INSTITUTE (CFQC &amp; TI), FARIDABAD (INDIA) OR ANY OF ITS REGIONAL LABORATORY.</p>
<b>11</b>	<b>WEIGHMENT</b>	WEIGHMENT 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 MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFT SURVEY, WHICHEVER IS LESS.
<b>12</b>	<b>QUALITY CLAIMS</b>	MMTSC/ITS BUYER SHALL LODGE CLAIMS, IF ANY, FOR QUALITY WITHIN 90 DAYS OF DISCHARGE OF CARGO AT THE DESTINATION PORTS BASED ON THE ANALYSIS RESULT OBTAINED AT LOAD PORT / DISPORT AND THE SUPPORTING DOCUMENTS SHALL BE SENT BY BUYER TO THE SUPPLIER BY AIR MAIL WITHIN 30 DAYS OF LODGING THE CLAIMS. IF THE SUPPLIER DO NOT ACCEPT THE SAME, THE SAMPLE DRAWN AT LOAD PORT / DISPORT FOR UMPIRE ANALYSIS SHALL BE GOT ANALYZED FROM UMPIRE LABORATORY AND THE COST OF SUCH UMPIRE'S ANALYSIS SHALL BE BORNE BY THE LOSING PARTY. THE RESULT OF SUCH UMPIRE ANALYSIS SHALL BE FINAL AND BINDING ON BOTH THE PARTIES.

13	<b>MUTUALLY AGREED DAMAGES</b>	<p>IN THE EVENT OF FAILURE TO SHIP THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT, 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/ITS BUYER SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST INCLUDING BY INVOKING THE 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 SHIPPED 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 SHIPMENT. MPMC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST INCLUDING BY INVOKING THE PG BOND.</p> <p>III) TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN SHIPMENT FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL SHIPMENT PERIOD UNTIL ACTUAL SHIPMENT OR UNTIL MPMC 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>
14.	<b>FORCE MAJEURE</b>	<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 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 MPMC/ITS BUYER IS PREVENTED FROM PERFORMING THE CONTRACT MPMC/ITS BUYER SHALL INFORM THE</p>

		SUPPLIER WITHIN 18 DAYS OF OCCURRENCE OF SUCH FORCE MAJEURE CONDITIONS ACCOMPANIED BY CERTIFICATE ISSUED BY CHAIRMAN & MANAGING DIRECTOR OF MPMC. V) NON-AVAILABILITY OF MATERIAL SHALL NOT BE VALID GROUND FOR NON-PERFORMANCE.
15	<b>DISPUTES/ ARBITRATION</b>	ALL DISPUTES OR DIFFERENCES, WHATSOEVER, ARISING BETWEEN THE PARTIES OUT OF OR RELATING TO THE CONSTRUCTION MEANING AND OPERATION OR EFFECT OF THIS CONTRACT OR THE BREACH THEREOF SHALL BE SETTLED BY ARBITRATION OF THE INDIAN COUNCIL OF ARBITRATION IN ACCORDANCE WITH ARBITRATION & CONCILIATION ACT 1996. THE AWARD OF THE ARBITRATOR SHALL BE BINDING ON THE PARTIES. THE ARBITRATORS SHALL GIVE A REASONED AWARD. COST OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. VENUE OF THE ARBITRATION SHALL BE IN MUMBAI, INDIA.
16	<b>JURISDICTION</b>	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
17	<b>GOVERNING LAW</b>	THE CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.
18	<b>GENERAL TERMS</b>	<ol style="list-style-type: none"> <li>I. IN CASE OF BIDS RECEIVED FROM THE TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTERS FROM THE PRODUCERS FOR THE PRODUCT AND TONNAGE OFFERED.</li> <li>II. MPMC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MPMC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</li> <li>III. CO-SHPMENT NOT ALLOWED.</li> <li>IV. BIDDER WILL SIGN THE INTEGRITY PACT AS PER ENCLOSED ANNEXURE III WHICH IS THE INTEGRAL PART OF THE TENDER DOCUMENTS, FAILING WHICH THE TENDERED/BIDDER WILL STAND DISQUALIFIED FROM THE TENDDERING PROCESS AND THE BID OF THE BIDDER WOULD BE REJECTED.</li> <li>V. THE INDEPENDENT EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED COMPLAINT ONLY. THE INDEPENDENT EXTERNAL MONITOR (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO : D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MPMC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. THEY CAN ALSO BE REACHED AT <a href="mailto:dilp.chaudhary@icloud.com">dilp.chaudhary@icloud.com</a></li> <li>VI. ALL OTHER TERMS SHALL BE AS PER MPMC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.</li> <li>VII. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HOURS ON 21.06.2018 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE <a href="https://mpmc.abcprocure.com/">https://mpmc.abcprocure.com/</a> BIDDERS ARE ALSO REQUESTED TO SUBMIT THEIR SUPPORTIVE DOCUMENT AND BID BOND INTO TENDER BOX PLACED AT MPMC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, AND LODHI ROAD, NEW DELHI.</li> </ol>

		VIII. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID CONSISTING OF SPECIFICATION, BID BOND AND PRICE BID SEPERATELY.
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**ANNEXURE 1**

**BID BOND PROFORMA**

(ON A STAMP PAPER OF RS. 100/- TO BE EXECUTED BY A DELHI/NEW DELHI BRANCH OF AN INDIAN NATIONALISED BANK)

M/S. MMTC LTD.,  
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 DAP TO MMTC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD 1.00 PMT OR EQUIVALENT INDIAN RUPEES FOR THE QUANTITY OFFERED INCLUDING PLUS TOLERANCE 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 FIRST 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 ANY 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. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN VALID TILL \_\_\_\_\_ IN NEW DELHI.

4. NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ \_\_\_\_\_ (US DOLLARS \_\_\_\_\_ ONLY) AND IT WILL REMAIN IN FULL FORCE UPTO \_\_\_\_\_ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE \_\_\_\_\_ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER . WE, \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT BE AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR. THIS BOND SHALL BE GOVERNED BY INDIAN LAWS AND WILL BE SUBJECT TO THE JURISDICTION OF COURTS AT NEW DELHI IN INDIA ALONE.

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 ONE THOUSAND ONLY.
- 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 ONE THOUSAND ONLY 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 ONE THOUSAND 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 ONE THOUSAND ONLY. 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 ONE THOUSAND 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 \_\_\_\_\_ 2017

YOURS FAITHFULLY

(ADDRESS)  
(BANKERS SEAL)

FOR AND ON BEHALF OF BANK

### **ANNEXURE III**

#### **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 FORM 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. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.

2. MPMC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

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

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

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

1. MPMC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.

2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MPMC.

3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MPMC. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S) WITH CONFIDENTIALITY.

4. MPMC 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 MPMC 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 MPMC 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.

.....  
(FOR & ON BEHALF OF MMTC)  
(OFFICE SEAL)

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

PLACE : .....  
DATE : .....

WITNESS 1 : .....

NAME :  
ADDRESS :

WITNESS 2 : .....  
NAME :  
ADDRESS :

#### **ANNEXURE IV**

#### **FRAUD PREVENTION POLICY**

- (1) **COMMITMENTS OF THE BIDDER(S) / CONTRACTOR(S) / BUYER(S) / VENDER(S):** THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL BE BOUND TO TAKE ALL MEASURES NECESSARY TO PREVENT FRAUD AND CORRUPTION WHILE DEALING WITH MMTC. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN “FRAUD PREVENTION POLICY” OF MMTC (FULL TEXT OF WHICH IS AVAILABLE ON MMTC’S WEBSITE AT <http://mmtclimited.gov.in> DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH MMTC.
- a. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM OFFER, PROMISE OR GIVE OR OTHERWISE ALLOW ANY OF MMTC’S EMPLOYEE(S) ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND, WHATSOEVER, DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
  - b. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT ENTER WITH OTHER BIDDERS INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
  - c. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF MMTC TO COMMIT ANY OFFENCE UNDER THE RELEVANT PROVISIONS OF IPC/PREVENTION OF CORRUPTION ACT; FURTHER THE BIDDER(S)/CONTRACTOR(S) / BUYER(S)/VENDER(S) WILL NOT USE IMPROPERLY OR ALLOW ANY EMPLOYEE OF MMTC, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
  - d. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT INSTIGATE THIRD PERSON TO COMMIT OFFENCES/ACTIVITIES OUTLINED IN FRAUD PREVENTION POLICY OR BE AN ACCESSORY TO SUCH OFFENCES.
  - e. THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) IF IN POSSESSION OF ANY INFORMATION REGARDING FRAUD/SUSPECTED FRAUD, HEREBY AGREE AND UNDERTAKE TO INFORM MMTC OF SAME WITHOUT ANY DELAY.

- (2) **DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:** IF THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S), BEFORE AWARD OR DURING EXECUTION HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF "FRAUD PREVENTION POLICY" OF MMTC IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, MMTC, OTHER THAN TAKING RECOURSE AVAILABLE UNDER LAW, SHALL BE ENTITLED TO DISQUALIFY THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) FROM UNDERTAKING ANY TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) INELIGIBLE TO BE AWARDED A CONTRACT EITHER INDEFINITELY OR FOR A STATED PERIOD OF TIME.
- (3) **DAMAGES:** IF MMTC HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.