

NOTICE INVITING E-TENDER, NO. MPMC /FERT/MOP/2019-20/1 DATED 31.01.2020, FOR SUPPLY  
OF MOP IN BULK

**MPMC LIMITED, SCOPE COMPLEX, LODHI ROAD, NEW DELHI, INDIA**

1	PRODUCT	PINK/ RED MURIATE OF POTASH(MOP) FERTILIZER GRADE IN BULK CONFORMING TO INDIAN FCO
2	QUANTITY	25000 MT+/- 10% IN BULK CFR CHENNAI BASIS
3	SHIPMENT PERIOD	WITHIN 18 DAYS FROM THE DATE OF ISSUE OF LOI / PO
4	SAILING PERIOD	VESSEL TO REACH AT CHENNAI PORT WITHIN 30 DAYS FROM THE DATE OF SHIPMENT.
5	DISCHARGE PORT	CHENNAI PORT TRUST , TAMILNADU , INDIA
6	NAME OF LOAD PORT	TO BE SPECIFIED BY THE BIDDER
7	COUNTRY OF ORIGIN	TO BE INDICATED BY BIDDERS.  BIDS WITH OPEN ORIGIN OF GOODS ARE NOT ACCEPTABLE. BIDDERS SHALL CLEARLY STATE ORIGIN COUNTRY (IES) OF GOODS BEING OFFERED IN THEIR TECHNICAL BID. BIDS OFFERING MATERIAL FROM COUNTRIES OF ORIGIN AGAINST WHICH SANCTIONS HAVE BEEN IMPOSED / FACING SANCTIONS SHALL NOT BE CONSIDERED AND PRICE BIDS OF SUCH TENDERERS SHALL NOT BE OPENED.FURTHER BIDDER SHALL ENSURE THAT NO ENTITY/INDIVIDUALS/PROMOTERS INVOLVED IN THE SUPPLY CHAIN ARE FACING/HAVE SANCTIONS OF ANY NATURE AND BUYER SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER IF THE BIDDER/SUPPLIER FAILS TO ADHERE TO THIS REQUIREMENT. BIDDERS SHALL SUBMIT A SPECIFIC UNDERTAKING TO THIS EFFECT ALONG WITH THE BID.
8	SPECIFICATIONS:	<b>AS PER INDIAN FCO</b> <b>DESCRIPTION:</b> MURIATE OF POTASH ( FERTILIZER GRADE)  <b>PHYSICAL CONDITION:</b> CRYSTALLINE, FREE-FLOWING AND FREE FROM VISIBLE CONTAMINATION OF CLAY OR GRIT.  <b>CHEMICAL ANALYSIS / NUTRIENTS ( % BY WEIGHT)</b> WATER SOLUBLE POTASH AS K <sub>2</sub> O 60% MIN SODIUM AS NA <sub>2</sub> CO <sub>3</sub> ON DRY BASIS 3.5% MAX MAGNESIUM AS MGCL <sub>2</sub> 1.0%.MAX MOISTURE 0.5% MAX  <b>PARTICLE SIZE:</b> MINIMUM 65% OF THE MATERIAL SHALL PASS THRU 1.7 MM IS SIEVE AND BE RETAINED ON 0.25 MM IS SIEVE [ ASPER FCO AMENDMENTS S.O.1068(E) DT. NOV 4, 1999. ]  TOLERANCE LIMITS SHALL BE AS PER FCO.

9	METHOD OF ANALYSIS	WATER SOLUBLE AS K <sub>2</sub> O 2.119, 2.120, 2.121, AOAC 14TH ED. 1984 MOISTURE 2.019, AOAC 14TH ED. 1984 SODIUM AS SODIUM CHLORIDE 2.178, 2.179, 2.180, 2.181, AOAC 14TH ED. 1984 MAGNESIUM AS MgCl <sub>2</sub> 2.123, 2.124 OR 2.125 AOAC 11TH EDITION 1970
10	METHOD OF SAMPLING AND SIEVE ANALYSIS	SAMPLING 2.001, AOAC 1984 OR IC.2. IC.3 TFI (1982) SIEVE ANALYSIS METHOD IV A, TFI (1982)
11	INSPECTION BEFORE/ AFTER SHIPMENT - ALLOWANCES	<p>A) IT SHALL BE THE PRIMARY RESPONSIBILITY OF THE SELLER TO ENSURE THAT THE MATERIAL LOADED CONFORMS TO THE SPECIFICATIONS. BUYER RESERVES THE RIGHT AT ITS OPTION TO HAVE THE MATERIAL INSPECTED BEFORE SHIPMENT WITH REGARD TO QUALITY AND SPECIFICATION. THE SELLER SHALL TENDER THE MATERIAL FOR INSPECTION BY THE AGENCY TO BE NOMINATED BY BUYER AT LOAD PORT. THE CERTIFICATE OF INSPECTION SO OBTAINED BY THE SELLER TO THE EFFECT THAT THE MATERIAL IS IN ACCORDANCE WITH THE SPECIFICATION LAID DOWN IN THE CONTRACT SHALL ACCOMPANY THE SHIPPING DOCUMENTS.</p> <p>B) THE WEIGHT SHOULD BE DETERMINED BY CONDUCTING DRAFT SURVEY BEFORE LOADING OF CARGO AND AFTER COMPLETION OF THE LOADING OF THE CARGO THROUGH AN INDEPENDENT SURVEYOR AT SELLER'S COST. BILL OF LADING AND INVOICE WILL SHOW DRAFT SURVEY WEIGHT.</p> <p>C) DISPORT JOINT DRAFT SURVEY QUANTITY SHALL BE FINAL. IN THE EVENT OF ONE OR MORE SURVEYORS NOT SIGNING THE JOINT DRAFT SURVEY REPORT AT DISPORT FOR ANY REASON WHATSOEVER, FOR THE DETERMINATION OF THE ACTUAL QUANTITY DISCHARGED AT DISPORT, THE DRAFT SURVEY REPORT OF THE RECEIVER'S SURVEYOR SHALL BE FINAL AND BINDING ON THE PARTIES.</p> <p>D) BUYER SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF DISCHARGE (CHENNAI) THROUGH CENTRAL FERTILIZER QUALITY CONTROL &amp; TRAINING INSTITUTE, FARIDABAD.</p> <p><b>THE QUALITY SO DETERMINED BY CFQC&amp;TI, FARIDABAD FROM THE DISCHARGE PORT SAMPLE SHALL BE FINAL AND BINDING ON THE SELLER.</b></p> <p>E) THE SELLER, IF SO DESIRES, CAN NOMINATE HIS REPRESENTATIVE TO SUPERVISE THE DRAFT SURVEY AND DRAWAL OF SAMPLES AT THE DISCHARGE PORT AT HIS OWN EXPENSE.</p> <p>F) THE PAYMENT FOR SHORT LANDED QUANTITY EXCEEDING 0.25% OF B/L QUANTITY PER DISPORT JOINT DRAFT SURVEY SHALL BE COMPENSATED BY THE SELLER TO BUYER . THE AMOUNT OF PENALTIES LEVIED ON ACCOUNT OF DEVIATION IN QUALITY (NUTRIENTS, MOISTURE AND PARTICLE SIZE) ON THE BASIS OF DISCHARGE PORT ANALYSIS AS PER CLAUSE 12BELOW VIS-A-VIS SPECIFICATIONS IN THE CONTRACT WOULD BE RECOVERED, WITHOUT</p>

		<p>ANY DEMUR FROM THE SELLER.  G) ALL EFFORTS WILL BE MADE TO FINALISE THE ACCOUNTS WITHIN 90 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE OF CARGO.</p>
12	NORMS OF PENALTY FOR QUALITY DEVIATION	<p><b>1.NUTRIENT :</b></p> <p><b>DEGREE OF DEVIATION :</b> ANY DEFICIENCY UP TO A MAX OF 1% BEYOND THE TOLERANCE LIMITS PRESCRIBED IN FCO WATER SOLUBLE POTASH AS K20 - 60% MIN</p> <p><b>SCALE OF PENALTY :</b> 5 X Z% X C&amp;F VALUE WHERE Z IS DIFFERENCE IN % DUE TO DEFICIENCY</p> <p><b>DEGREE OF DEVIATION:</b> BEYOND THE ABOVE DEFICIENCY</p> <p><b>SCALE OF PANALTY :</b> TO BE DECIDED BY THE BUYER'S COMMITTEE/ITS NOMINATED AGENCY/ BUYER'S CLIENT TO BE CONSTITUTED BY CMD,BUYER/IT'S CLIENT.</p> <p><b>2. MOISTURE:</b></p> <p><b>DEGREE OF DEVIATION</b> ON PRO-RATA BASIS FOR ANY DEVIATION BEYOND PERMISSIBLE LIMITS OF 0.5% MAX</p> <p><b>SCALE OF PENALTY :</b> THE VALUE OF FERTILIZER EQUIVALENT TO EXCESS MOISTURE CONTENT IN ENTIRE SHIPMENT BY WEIGHT PLUS PENALTY @ 50% OF HANDLING CHARGES.</p> <p><b>3. NACL &amp; MGCL2 CONTENT</b></p> <p><b>DEGREE OF DEVIATION :</b> BEYOND PERMISSIBLE LIMITS OF:  NACL : 3.5 % MAX  MGCL2 : 1.0 % MAX</p> <p><b>SCALE OF PENALTY :</b> TO BE DECIDED BY THE BUYER'S COMMITTEE/ITS NOMINATED AGENCY/ BUYER'S CLIENT TO BE CONSTITUTED BY CMD,BUYER/IT'S CLIENT</p> <p><b>4. PARTICLE SIZE : Degree of Deviation</b></p> <p>a) UNDER-SIZE (LOWER SIEVE) SIZE</p> <p><b>SCALE OF PENALTY :</b> 30% OF VALUE OF THE MATERIAL EQUIVALENT OF DEFICIENCY .</p> <p>b) OVER-SIZE (UPPER SIEVE)</p> <p><b>SCALE OF PENALTY :</b> 15% OF VALUE OF THE MATERIAL EQUIVALENT OF OVER-SIZE MATERIAL.</p>
13	EMD	

		<p>PRODUCERS/ MANUFACTURERS WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING CARGO FROM THEIR OWN PRODUCTION UNITS AND MTPL (100% SUBSIDIARY OF BUYER)ARE EXEMPTED FROM SUBMISSION OF BID BOND.</p> <p>BIDDERS OTHER THAN PRODUCER / MANUFACTURER SHALL FURNISH Rs.5000000/- (RUPEES FIFTY LAKHS ONLY) OR EQUIVALENT US DOLLARS AS EMD.THE AMOUNT RECEIVED IN USD WILL BE REFUNDED EQUIVALENT TO INR , NET OF BANK CHARGES , CREDITED INTO MMTC ACCOUNT IN USD TO THE BIDDERS.</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 BUYER AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF SIXTY DAYS 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. BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH CREDIT RATING REPORT WITH THE BID.</p> <p>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"> <li>1. DUN &amp; BRADSTREET</li> <li>2. MOODY'S</li> <li>3. STANDARD &amp; POOR</li> </ol> <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO BUYER IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.THE REPORT SHALL NOT BE MORE THAN 6 MONTHS OLD.</p>
14	PRICING	<p><b>A.</b> BIDDERS SHALL QUOTE IN USD ON CFR BASIS FOR DISCHARGE AT CHENNAI PORT.</p> <p><b>B.</b> THE PRICE SHOULD BE INCLUSIVE OF AGENCY COMMISSION, IF ANY, INDICATING THE PERCENTAGE OF AGENCY COMMISSION. THE INVOICE SHOULD EXCLUDE AGENCY COMMISSION AND CAN BE CLAIMED SEPARATELY THRU DEBIT NOTE.</p> <p><b>C.</b> THE PRICE SHOULD BE QUOTED FOR 180 DAYS CREDIT FROM THE B/L DATE SEPARATELY. IF THE BIDDER OFFERS BID LESS THAN 180 DAYS, FOR THE DIFFERENTIAL CREDIT PERIOD INTEREST CALCULATION OF 6 MONTHS LIBOR (ON THE DATE OF PRICE BID OPENING) PLUS 300 BASIS POINTS WILL BE LOADED FOR ARRIVING L1. PAYMENT WILL BE MADE BY LETTER OF CREDIT (L/C) AGAINST PRESENTATION OF SHIPPING DOCUMENTS .</p> <p><b>D.</b> TAXES AND DUES IF ANY PAYABLE OUTSIDE INDIA SHALL BE TO BIDDERS/ SUPPLIERS ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT.</p> <p><b>E.</b> DEVIATION IN SHIPPING TERMS VIZ. DISCHARGE RATE, NOR, NUMBER OF HATCHES ETC, SHALL BE LOADED SUITABLY.</p> <p><b>F.</b> FRANCHISE DISCOUNT PERCENTAGE (%) ON THE B/L QUANTITY TO BE</p>

		SPECIFIED
15	PAYMENT TERMS	<p>BY IRREVOCABLE LETTER OF CREDIT AFTER AVAILING THE 180 DAYS CREDIT FROM THE DATE OF BILL OF LADING, ON PRESENTATION OF THE FOLLOWING DOCUMENTS IN FULL SET:</p> <ol style="list-style-type: none"> <li>1. ORIGINAL 3+3 NON-NEGOTIABLE COPIES OF CLEAN BILL OF LADING</li> <li>2. CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONG WITH 4 COPIES</li> <li>3. CERTIFICATE OF ORIGIN ISSUED BY RECOGNIZED CHAMBER OF COMMERCE FROM THE COUNTRY OF ORIGIN OF CARGO IN ORIGINAL + 3 COPIES</li> <li>4. CERTIFICATE OF INSPECTION TO BE CERTIFIED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT SHOWING MATERIAL SUPPLIED UNDER CONTRACT AS QUANTITY, QUALITY IN ORIGINAL WITH 6 NON-NEGOTIABLE COPIES</li> <li>5. FOUR COPIES OF STOWAGE PLAN</li> <li>6. ORIGINAL LOAD PORT SURVEY REPORT</li> <li>7. CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE FOLLOWING DOCUMENTS HAVE BEEN DISPATCHED BY THE SELLER TO THE BUYER THROUGH AN REPUTED COURIER OR REGISTERED AIRMAIL WITHIN SEVEN DAYS OF SAILING OF THE VESSEL, ALONG WITH ORIGINAL POSTAL/COURIER RECEIPT OF SUCH DISPATCH.</li> </ol> <p>FOR INDIAN SUPPLIES, THE PAYMENT WILL BE MADE EQUIVALENT INDIAN RUPEES BASED ON THE RUPEES-DOLLAR EXCHANGE PARITY AS PER THE RESERVE BANK OF INDIA REFERENCE RATE PREVAILING ON DUE DATE OF PAYMENT PER TENDER.</p> <p>CHARGES FOR ESTABLISHING LC AND BANK CHARGES IN THE COUNTRY OF BUYER SHALL BE TO THE BUYER'S ACCOUNT. ALL BANK CHARGES OUTSIDE INDIA SHALL BE TO THE ACCOUNT OF THE SELLER. THE LETTER OF CREDIT EXTENSION AND AMENDMENT CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/AMENDMENT.</p> <p>IF THE DUE DATE HAPPENS TO BE A BANK HOLIDAY, PAYMENT WILL BE MADE ON THE NEXT WORKING DAY.</p> <p>IT IS EXPRESSLY AGREED BY SELLER THAT DURING THE TENURE OF THIS CONTRACT, IF THE PRICE OF THE PINK/RED MOP CONTRACTED BY ANY OF THE SUPPLIER TO INDIAN MARKET, BECOMES LOWER THAN THE PRICE AGREED UPON IN THE FINAL CONTRACT AGAINST THIS TENDER, SUCH CONTRACTED LOWER PRICE SHALL BE APPLICABLE FOR THE SHIPMENT IN THE RELEVANT PERIOD.</p>
16	INDIAN AGENTS COMMISSION	<p>INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ON THE DATE ON WHICH PAYMENT TO THE SELLER IS DUE, IN INDIAN RUPEES AT THE EXCHANGE RATE RULING ON THE DATE OF PAYMENT BY BUYER AND WILL BE DEDUCTED FROM INVOICE. IN CASE THE INDIAN AGENTS ARE FOREIGN CONTROLLED COMPANIES AS DEFINED UNDER SECTION 28 OF THE FOREIGN EXCHANGE REGULATION ACT 1973, CERTIFICATE/PERMISSION FROM THE RESERVE BANK OF INDIA, GOVERNMENT OF INDIA, AS THE CASE MAY BE, THAT THEY ARE ENTITLED TO DO THE AGENCY BUSINESS AND</p>

		RECEIVE COMMISSION FROM BUYER SHOULD BE ENCLOSED WITH THE TENDER. PAYMENT OF AGENT'S COMMISSION WILL BE SUBJECT TO DEDUCTION OF TAX AS MAY BE APPLICABLE.
17	INSURANCE	INSURANCE FOR THE PRODUCT SHIPPED SHALL BE ARRANGED BY BUYER . THE SUPPLIER SHALL INTIMATE BUYER IMMEDIATELY ON VESSEL NOMINATION INFORMING THE NAME OF THE SHIP, QUANTITY, VALUE OF THE MATERIAL, PORT OF LOADING AND OTHER REQUIRED DETAILS. BUYER SHALL TAKE TOTAL LOSS CARGO INSURANCE ONLY ICC (A). 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 INSURANCE COMPANY'S CERTIFICATE/BILL IN ORIGINAL AND ORIGINAL LETTER OF CLAIM FROM THE BUYER. SUCH CLAIM TO BE SENT BY THE BUYER TO THE SELLER, WITHIN 60 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE. HOWEVER THE VESSEL AGE SHOULD NOT BE MORE THAN 20 YEARS OLD.
18	DISCHARGE RATE AT CHENNAI PORT	3000 MT PWWDSSEXHEIU .VESSEL NOMINATED BY THE SELLER WILL HAVE TO BE ACCEPTED BY THE BUYER BEFORE THE VESSEL IS FIXED FIRM. THE VESSEL SHOULD CONFORM TO THE CHENNAI PORT TRUST SPECIFICATIONS FOR DRAFT (11 M), BEAM (32.3 M) & LOA (246 M). THE ABOVE DISCHARGE RATES APPLICABLE PER WEATHER WORKING DAY (PWWD) BASIS <b>4 OR MORE AVAILABLE/WORKABLE HOLDS/HATCHES, PRO-RATA IF LESS.</b>
19	NOR AND COMMENCEMENT OF LAY TIME	<p><b>NOR:</b></p> <p>AFTER ARRIVAL OF THE VESSEL AT THE CUSTOMARY ANCHORAGE AT THE PORT OF UNLOADING, THE MASTER OR HIS AGENT SHALL GIVE BUYER OR HIS AGENT NOTICE CONFIRMING THAT THE VESSEL IS IN ALL RESPECTS READY TO DISCHARGE THE PRODUCT. IF NOTICE OF READINESS IS TENDERED AND ACCEPTED BEFORE 12.00 NOON THE LAY TIME WILL COMMENCE FROM 1400 HRS, IF NOR IS TENDERED AND ACCEPTED IN THE AFTERNOON THE LAY TIME WILL COMMENCE NEXT DAY AT 0800 HRS. HOWEVER, WHEN DELAY IS CAUSED TO VESSEL GETTING INTO BERTH GIVING NOTICE OF READINESS FOR ANY REASON OVER WHICH BUYER HAS NO CONTROL, SUCH AS NON-AVAILABILITY OF TIDE, THE VESSEL NOT CONFORMING TO THE LIMITATIONS AT THE DISCHARGE PORT ETC., AND SUCH DELAY SHOULD NOT COUNT AS USED LAY TIME. ANY DELAY DUE TO BREAKDOWN OR INABILITY OF VESSELS FACILITIES TO DISCHARGE THE PRODUCT WITHIN THE TIME ALLOWED SHALL NOT COUNT AS USED LAY TIME.</p> <p><b>LAY TIME:</b></p> <p>A) THE CARGO SHALL BE DISCHARGED AT THE/AVERAGE RATE OF 3000 MTS FOR SINGLE DECKER VESSEL WITH 4 OR MORE HATCHES, PER WEATHER WORKING DAY OF 24 CONSECUTIVE HRS. SATURDAY, SUNDAY AND HOLIDAYS EXEMPTED EVEN IF USED, PROVIDED THE VESSEL CAN RECEIVE AND DELIVER AT THESE RATES. THE LAY TIME SHALL NOT COUNT ON SATURDAY, SUNDAY AND UP TO 0800 HRS. ON MONDAY AND NOT BETWEEN 1700 HRS. ON THE LAST WORKING DAY PRECEDING PORT TRUST HOLIDAY AND 0800 HRS. ON THE FIRST WORKING DAY THEREAFTER EVEN</p>

	<p>IF USED UNLESS THE VESSEL IS ALREADY ON DEMURRAGE. RECEIVERS HAVE THE RIGHT TO WORK DURING EXCEPTED PERIODS, SUCH TIME USED NOT TO COUNT AS LAY-TIME. THE LAY-TIME ENDS AFTER COMPLETION OF ENTIRE DISCHARGE OF CARGO FROM THE VESSEL.</p> <p>IN CASE VESSEL IS NOT ACCEPTED THE REASON AND CONSEQUENCES THEREOF SHALL BE MUTUALLY DISCUSSED AND SETTLED. CALCULATIONS OF DEMURRAGE/ DESPATCH WILL BE SETTLED BETWEEN BUYER AND SELLER WITHIN A PERIOD OF 60 DAYS AFTER THE DATE OF COMPLETION OF DISCHARGE.</p> <p>B) RIGGING GANG EMPLOYED AT DISCHARGE PORT TO BE ON VESSEL OWNER'S ACCOUNT.</p> <p>C) SELLER SHALL ARRANGE FOR CHARTING OF SUITABLE GEARED SINGLE DECK VESSEL TO ENSURE DISCHARGE AS INDICATED ABOVE. VESSEL TO HAVE TEST CERTIFICATE COVERING VESSEL'S GEAR IN ACCORDANCE WITH INTERNATIONAL DOCK SAFETY CONVENTION, VALID FOR THE DURATION OF THE CHARTER. VESSEL IS GUARANTEED SUITABLE FOR GRAB DISCHARGE AND NO CARGO IS TO BE LOADED IN TWEEN DECKS, DEEP TANKS, WING TANKS, OR BUNKER SPACES OR OTHER SPACES INACCESSIBLE TO GRABS. THE MASTER TO HAVE LIBERTY IN LOADING SUCH SPACES FOR THE PURPOSES OF STABILITY OF THE VESSEL BUT ANY EXTRA EXPENSES INCURRED BY REASON OF LOADING AND DISCHARGING FROM SUCH SPACES NOT EASILY ACCESSIBLE ARE TO BE ON OWNER'S/SELLER ACCOUNT AND LAY TIME ADMISSIBLE SHALL BE CALCULATED AT HALF THE SPECIFIED DISCHARGE RATE FOR THE CARGO LOADED IN INACCESSIBLE AREAS.</p> <p>THE VESSEL SHALL THROUGHOUT THE DURATION OF DISCHARGING GIVE FREE USE OF THE VESSEL CARGO HANDLING GEAR AND CRANE, AND SUFFICIENT MOTIVE POWER TO OPERATE ALL SUCH CARGO HANDLING GEAR AND CRANE. TIME LOST BY BREAKDOWN OF THE VESSEL CARGO HANDLING GEAR AND CRANE OR MOTIVE POWER- PRO RATA SHALL BE APPLIED FOR LAY TIME CALCULATION.</p> <p>D) VESSEL TO BE LEFT IN SEAWORTHY TRIM TO SHIFT BETWEEN PORT AND BERTHS TO MASTER'S SATISFACTION AT OWNER'S/SELLER EXPENSE.</p> <p>E) VESSEL OWNERS UNDERTAKE THAT THE VESSEL'S ARRIVAL DRAFT AT THE DISCHARGE PORT NOT TO EXCEED 33 FT. SALT WATER. IN CASE OF LIGHTENING OVER 33 FT. DRAFT ARRIVAL, SAME WILL BE TO VESSEL OWNER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAY TIME.</p> <p>F) THE SELLER TO GUARANTEE THAT TO DISCHARGE OF CARGO, THE VESSEL SHOULD BE SELF-GEARED BULK CARRIER FITTED WITH MINIMUM FOUR CRANES OF 25 MT SWL EACH WITH A MINIMUM OUT REACH OF NINE (9.0) METER AND SUITABLE FOR GRAB DISCHARGE. USE OF SHORE CRANES IS OPTIONAL. THE VESSEL SHOULD BE ABLE TO SUPPLY SUFFICIENT POWERS TO OPERATE ALL CRANES AND LOADED GRABS SIMULTANEOUSLY.</p> <p>G) VESSEL OWNERS ARE TO GIVE THE NAMES OF THE AGENTS AT</p>
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		<p>DISCHARGE PORT TO BUYER , NEW DELHI BY EMAIL WITHIN 48 HRS. OF COMPLETION OF LOADING OF CARGO AT LOAD PORT.</p> <p>H) THE SELLER SHALL PAY TO BUYER DESPATCH MONEY AT THE RATE, AS MENTIONED IN THE CHARTER PARTY PER DAY AND PRO-RATA FOR PART OF A DAY FOR WORKING TIME SAVED IN DISCHARGING. DEMURRAGE/DESPATCH RATE SHALL NOT EXCEED EQUIVALENT TO US DOLLARS 8,000/4,000 PER DAY. IN CASE SUCH RATES ARE HIGHER THAN US DOLLARS 8,000/4,000 PER DAY, PRIOR APPROVAL OF BUYER SHOULD BE OBTAINED. PAYMENT OF DESPATCH MONEY SHOULD BE MADE BY SELLER TO BUYER WITHIN 60 DAYS OF COMPLETION OF DISCHARGE OF CARGO. IF, HOWEVER, DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY ANY REASON OVER WHICH BUYERHAVE NO CONTROL INCLUDING BUT NOT LIMITED TO FIRE, EXPLOSION, STORM OR BY STRIKE, LOCKOUT, OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE SHALL BE PAYABLE</p> <p>I) IT IS AGREED THAT RECEIVER OR RECEIVER'S AGENT SHALL SIGN THE STATEMENT OF FACTS AND OTHER CUSTOMARY DOCUMENTS TOGETHER WITH THE MASTER OF VESSEL AND SHIP'S AGENTS.</p> <p>J) THE SELLER UNDERTAKES TO ADVISE BUYER BY EMAIL THE NAME OF THE VESSEL, THE TOTAL QUANTITY LOADED, DATE OF VESSEL DEPARTURE, SPEED, ESTIMATED DRAFT FORE AND AFT, EXPECTED DATE OF ARRIVAL AT THE INDIAN PORT, FULL NAME AND POSTAL ADDRESS OF THE OWNERS OF THE VESSEL AND POSTAL ADDRESS OF THEIR AGENTS IN INDIA EXPEDITIOUSLY.</p> <p>K) SELLERS ARE TO ENSURE THAT LIBERTIES, VICTORIES AND OTHER WAR BUILT VESSELS ARE AVOIDED FOR THE SHIPMENT OF CARGO. THEY SHOULD NOT CHARTER VESSELS OF MORE THAN 15 YEARS AGE. IN CASE OF NECESSITY OF CHARTERING VESSELS OLDER THAN 15 YEARS THE SELLERS SHALL TAKE THE PRIOR APPROVAL OF MFL. THE OVER-AGE INSURANCE PREMIUM SHALL BE TO THE ACCOUNT OF THE SELLER. HOWEVER THE SUPPLIER SHALL ENSURE THAT THE VESSEL EMPLOYED IS NOT MORE <b>THAN 20 YEARS OLD.</b></p> <p>L) THE VESSEL SHOULD BE SINGLE DECKER AND SHOULD HAVE HYDRAULIC HATCH COVER.</p> <p>FOR ANY RELAXATION OF THE ABOVE CONDITIONS, PRIOR APPROVAL SHOULD BE OBTAINED FROM BUYER.</p>
20	DEFAULT	<p>IN THE EVENT OF FAILURE TO DELIVER THE MATERIAL WITHIN THE TIME STIPULATED AS PER NIT, IT IS AGREED THAT BUYER SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</p> <p>1) TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF NON-SUPPLIED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE</p>



		<p>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.</p> <p>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 BUYERSHALL 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.</p> <p><b>3) LIQUIDATED DAMAGES (LD) CLAUSE:</b></p> <p>TO RECOVER AS LIQUIDATED DAMAGES FOR THE DELAY IN SAILING OF VESSEL FROM LOAD PORT AND FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL SAILING PERIOD UNTIL ACTUAL DELIVERY 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. ANY CLAIM AMOUNT IN EXCESS OF PG BOND TO BE SETTLED DIRECTLY BY SELLER TO BUYER THROUGH CREDIT NOTE OR THRU RTGS WITHIN 15 DAYS FROM THE DATE OF CLAIM.</p> <p>BUYER ALSO RESERVES RIGHT TO CLAIM THE LD AMOUNT DIRECTLY FROM LC PAYMENT.</p> <p>IN CASE OF DEFAULT IN THE PERFORMANCE OF THE CONTRACTUAL OBLIGATIONS BY THE SELLER'S THE PARTY WILL BE BLACK LISTED AND THE SAME WILL BE INFORMED TO OTHER PSUS AND FERTILIZER COMPANIES.</p>
21	TITLE AND RISK	TITLE AND RISK FOR CARGO SHALL PASS FROM SELLER TO BUYER ONCE THE GOODS PASS THE SHIP'S RAIL IN THE PORT OF SHIPMENT.
22	ASSIGNMENT	<p>THE SELLER SHALL NOT ASSIGN OR DELEGATE ANY OF THEIR OBLIGATIONS UNDER THIS CONTRACT IN FULL OR PART TO ANY PARTY WITHOUT PRIOR WRITTEN CONSENT OF THE BUYER.</p> <p>THE PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO:</p> <p>A) SUBCONTRACTING FOR THE PROCUREMENT OF THE COMMODITY PURCHASED HERE UNDER</p> <p>B) A SALE OR ENCUMBRANCE OF SUBSTANTIALLY ALL OF THE SELLER SHARE OR ASSETS OR A MERGER OF SELLER'S BUSINESS OR INSOLVENCY OR RECEIVERSHIP PROCEEDING IN RESPECT OF SELLER'S BUSINESS.</p>
23	EVALUATION CRITERIA	<p><b>TECHNO COMMERCIALY QUALIFIED</b> VENDORS OFFER ON CFR CHENNAI WITH 180 DAYS CREDIT PERIOD FROM B/L DATE IN USD PER MT WILL BE EVALUATED. FOR THOSE WHO ARE QUOTING LESS THAN 180 DAYS CREDIT PRICE, FOR THE DIFFERENTIAL CREDIT PERIOD, INTEREST CALCULATION OF <b>6 MONTHS LIBOR</b> (ON THE DATE OF PRICE BID OPENING) <b>PLUS 300 BASIS</b></p>

		<p>POINTS WILL BE LOADED FOR ARRIVING L1 FOR THE LONGEST CREDIT PERIOD 180 DAYS.</p> <p>THE QUOTED PRICE OF VENDOR (CFR CHENNAI), APPLICABLE CUSTOMS DUTY, IGST AND APPLICABLE OTHER LEVIES / CHARGES ARE THE ESSENTIAL COMPONENTS IN ARRIVING NET LANDING COST.</p> <p>FRANCHISE DISCOUNT IF ANY WILL BE RECKONED ACCORDINGLY FOR ARRIVING L1</p> <p>FOR ARRIVING INR, RBI NOTIFIED BUYING EXCHANGE RATE - IMPORTS (USD), PREVAILING ON THE DATE OF OPENING OF PRICE BID WILL BE BASIS FOR EXCHANGE RATE CALCULATION.</p> <p>DEVIATION IN SHIPPING TERMS VIZ. DISCHARGE RATE, NOR, NUMBER OF HATCHES ETC, SHALL BE LOADED SUITABLY FOR ARRIVING L1.</p> <p><b>THE LOWEST LANDING COST AT CHENNAI WITH LONGEST CREDIT PERIOD (180 DAYS) WILL BE THE BASIS FOR ARRIVING L1.</b></p>
24	SHIPPING TERMS	<p>VESSEL SHALL BE CHARTERED AS PER RELEVANT CHARTER PARTY AND SHIPPING TERMS SHALL BE IN ACCORDANCE WITH THE <b>INCOTERMS 2010</b> EDITION AND AS AMENDED FROM TIME TO TIME</p>
25	FORCE MAJEURE	<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, EMBARGOES, CLOSURE OF DISCHARGING BERTH ETC., THEN THE DATE OF FULFILLMENT OF ENGAGEMENT SHALL BE POSTPONED 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 AT 26 (A) ABOVE SHALL NOT BE DEEMED TO BE WAIVER / EXTENSION OF TIME IN RESPECT OF THE REMAINING DELIVERIES.</p> <p>C) IF OPERATION OF SUCH CIRCUMSTANCES EXCEEDS THREE MONTHS PER 26 (A), 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 BE 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</p>

		<p>OF THE 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>
26	ARBITRATION	<p>ANY OR ALL DISPUTES ARISING OUT OF THE CONTRACT/AGREEMENT SHALL BE SETTLED BY MUTUAL DISCUSSIONS AND IN THE EVENT OF FAILURE TO DO SO, SUCH DISPUTE(S) SHALL BE REFERRED TO A SOLE ARBITRATOR, WHO WILL BE APPOINTED BY MUTUAL CONSENT FOR SETTLEMENT OF SUCH DISPUTE(S) AND WHOSE DECISION SHALL BE FINAL AND BINDING. IN THE EVENT OF FAILURE TO APPOINT SUCH A SOLE ARBITRATOR, WITH MUTUAL CONSENT, THEN THE SOLE ARBITRATOR WILL BE APPOINTED THROUGH THE HIGH COURT OF JUDICATURE AT <b>NEW DELHI</b> . COST OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.</p> <p>SUBJECT AS AFORESAID, THE ARBITRATION AND CONCILIATION ACT 1996 SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE AND SUCH ARBITRATION SHALL BE IN ENGLISH AND TAKE PLACE IN THE CITY OF <b>NEW DELHI</b> AND THE JURISDICTION FOR ALL PURPOSES SHALL BE CITY OF <b>NEW DELHI ONLY</b>”.</p>
27	VALIDITY OF OFFER	<p>OFFERS SHALL BE VALID FOR A PERIOD OF <b>25 DAYS</b> FROM THE DATE OF OPENING OF PRICE BID AND SHALL NOT BE WITHDRAWN BY THE PARTY DURING ITS VALIDITY. QUOTES WITHOUT SUFFICIENT BID VALIDITY PERIOD IS LIABLE FOR REJECTION.</p>
28	BID SUBMISSION DATE	<p>BIDS SHALL BE SUBMITTED ON A TWO-PART BASIS, PART A (TECHNO COMMERCIAL) AND PART B (PRICE BID).</p> <p>DUE DATE / TIME FOR SUBMISSION OF BIDS: 10.02.2020 - 1100 HRS IST.</p> <p>DUE DATE/ TIME FOR OPENING OF BIDS: 10.02.2020 - 1115 HRS IST</p>
29	SECURITY DEPOSIT	<p>THE SELLER SHALL FURNISH SECURITY DEPOSIT AT EQUIVALENT TO 2% OF THE TOTAL ORDER VALUE WITHIN 10 DAYS FROM THE DATE OF LETTER OF INTENT BY BANK GUARANTEE AS PER PROFORMA ATTACHED. BANK GUARANTEE SHALL BE KEPT VALID FOR A MINIMUM PERIOD OF 6 MONTHS, WITH A FURTHER CLAIM PERIOD OF <b>6 MONTHS</b>. VALIDITY SHALL BE FURTHER EXTENDED ON DEMAND AS PER TERMS OF OUR BG PROFORMA.</p>
30	AMENDMENT OF THE CONTRACT	<p>ALL PREVIOUS NEGOTIATIONS AND CORRESPONDENCE CONCERNING THE CLAUSES OF THE CONTRACT SHALL BE CONSIDERED AS NULL AND VOID. MODIFICATIONS, WAIVER OR DISCHARGE OF THE CONTRACT, OR ANY OF ITS TERMS SHALL NOT BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE PARTIES.</p>
31	INTEGRITY PACT	<p>1. SIGNING OF INTEGRITY PACT (IP) IS MANDATORY FOR EVERY BIDDER PARTICIPATING IN THIS TENDER. A COPY OF THE IP IS ENCLOSED (ANNEXURE III), WHICH MAY BE DEEMED TO HAVE BEEN SIGNED BY BUYER. THE BIDDER(S) AND BUYER SHALL BE BOUND BY THE PROVISIONS OF IP IN CASE ANY COMPLAINT RELATING TO THE TENDER IS FOUND SUBSTANTIATED.</p>

		<p>2. THE IP SHALL BE EXECUTED ON A PLAIN PAPER AND DULY SIGNED ON EACH PAGE BY THE SAME SIGNATORY WHO SIGNS THE BID DOCUMENT.</p> <p>3. ANY BID NOT ACCOMPANIED BY DULY SIGNED IP BY THE BIDDER SHALL BE SUMMARILY REJECTED.</p> <p>4. ALL SUB-CONTRACTORS/ASSOCIATES WHOSE CONTRIBUTION IN THE TENDER IS ABOVE 20 CRORE SHALL SIGN IP WITH BUYER AFTER THE TENDER IS AWARDED TO THE SUCCESSFUL BIDDER. ALL BIDDERS SHALL INFORM THEIR SUB-CONTRACTORS/ASSOCIATES ACCORDINGLY.</p> <p>5. THE INDEPENDENT EXTERNAL MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO: SHRI D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, BUYER LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. THE E-MAIL ID IS <a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a>. BIDDERS ARE REQUESTED NOT TO COMMUNICATE ANY COMMERCIAL ENQUIRY TO IEMS EXCEPT COMPLAINTS RELATING TO INTEGRITY PACT</p>
32	FRAUD PREVENTION POLICY	AS PER ANNEXURE-IV
33	GENERAL TERMS AND CONDITION	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>II. INDIAN AGENT’S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>III. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. BUYER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT BUYER’S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>V. BUYER SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>VI. OFFERS ARE TO BE SUBMITTED IN TWO BID SYSTEM I.E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATION, DISCHARGE PORT, SHIPMENT PERIOD, ETC, ALONG WITH AUTHORITY LETTER. THE SECOND I.E. THE COMMERCIAL BID SHOULD CONTAIN DETAILS OF PRICE OFFERED.</p> <p>VII. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF BUYER, AND PRODUCERS/ MANUFACTURERS, SHALL SUBMIT BID BOND OF RS 50,00,000/- OR EQUIVALENT USD AS EMD ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH</p>

		<p>A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY BUYER AT 2% OF CONTRACT VALUE.</p> <p>VIII. ALL SUPPLIERS EXCEPT PRODUCERS/ MANUFACTURERS ARE REQUIRED TO SUBMIT D&amp;B, , MOODY'S OR STANDARD POOR CREDIT RATING REPORT . CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. THE REPORT SHALL NOT BE MORE THAN 6 MONTHS OLD.</p> <p>IX. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</p> <p>X. THE INDEPENDET EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED QUERY/ COMPLAIN ONLY. THE INDEPENDENT EXTERNAL MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO: SHRI D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT <a href="mailto:DILP.CHAUDHARY@ICLOUD.COM">DILP.CHAUDHARY@ICLOUD.COM</a></p> <p>XI. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 10.02.2020 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a>.</p> <p>XII. BIDDERS NEEDED TO SUBMIT THEIR BID BOND PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7<sup>TH</sup>, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI 110003 BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>XIII. CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTIONS/ E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.</p> <p>XIV. TECHNICAL BID WILL BE OPED AT 1115 AM ON 10.02.2020 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID.</p> <p>XV. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID</p>
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**BID BOND PROFORMA**

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

M/S. MMTC LTD.,

FERTILIZER DIVISION, CORE NO.1

“SCOPE COMPLEX”

7- INSTITUTIONAL AREA, LODI ROAD,

NEW DELHI-110 003. INDIA.

DEAR SIRs,

WHEREAS M/S. \_\_\_\_\_ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF \_\_\_\_\_ MTS OF MOP TO MMTC LIMITED AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS FOR EQUIVALENT OF INR 50.00 LAKHS 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 BUYER LTD., NEW DELHI THE AMOUNT OF US\$ \_\_\_\_\_ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER BUYER’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY BUYER 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

**PERFORMANCE GUARANTEE BOND PROFORMA**

**(To be issued by an Indian Scheduled Nationalized bank on stamp paper of appropriate value)**

M/S. MMTC LTD.

SCOPE COMPLEX

7 INSTITUTIONAL AREA, LODHI ROAD,

NEW DELHI-110 003,

DELHI, INDIA

Against Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said "Contract") entered into between the MMTC Ltd., (hereinafter called the Buyers) and M/s. \_\_\_\_\_ (hereinafter called the Sellers) this is to certify that at the request of the Sellers, we \_\_\_\_\_ Bank are holding in trust in favor of the Buyers, the amount of US\$ \_\_\_\_\_ payable to the Buyers on demand immediately without protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said Contract or supply material less than the contracted quantity as revealed by draft survey at the discharge port or if penalties are levied due to quality deviations (nutrients/ moisture/particle size) from contractual specifications as revealed by discharge port analysis report issued by CFQCL&TI report or any of its regional laboratories or liability towards dead freight and despatch/demurrage or any financial loss suffered by buyers due to any default on the part of seller in fulfilling any of their obligations. The decision of the Buyers duly communicated in writing to the Bank that the Seller have failed to perform all or any of the obligations under the contract as stated above shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the sellers). The said amount of US\$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or proof whatsoever and without any demur, contestation or protest.

It is fully understood that this Guarantee is effective for a period of one year i.e.w.e.f dated \_\_\_\_\_ and valid up to dated \_\_\_\_\_ and that we \_\_\_\_\_ Bank undertake not to revoke this Guarantee during its currency without the consent in writing of the Buyers.

We, \_\_\_\_\_ Bank, further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Suppliers and/or forebear to enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ Bank, shall not be released from our liabilities under this Guarantee by reason of any such variations or extension being granted to the said Sellers or for any forbearance and/or omission on the part of the Buyers, or any

indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the Law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this Performance Guarantee.

We, \_\_\_\_\_ Bank, further agree that the Guarantee herein contained shall not be affected by change in the constitution of the said supplier/ importer/consignee.

FOR \_\_\_\_\_ BANK

ACCEPTED

Note: Conditional PG Bond will not be accepted.



**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. 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 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 -----.

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(FOR & ON BEHALF OF MMTC)

(FOR & ON BEHALF OF BUYER/VENDOR/BIDDER)

NAME:

NAME:

DESIGNATION:

DESIGNATION:

(OFFICE SEAL)

(OFFICE SEAL)

PLACE : .....

DATE : .....

WITNESS 1 : .....

NAME :

ADDRESS :

WITNESS 2 : .....

NAME :

ADDRESS :

**FRAUD PREVENTION POLICY**

**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 BUYER. THEY AGREE AND UNDERTAKE TO OBSERVE THE PRINCIPLES/PROVISIONS AS LAID DOWN IN "FRAUD PREVENTION POLICY" OF BUYER (FULL TEXT OF WHICH IS AVAILABLE ON BUYER'C WEBSITE AT [HTTP://BUYERLIMITED.GOV.IN](http://BUYERLIMITED.GOV.IN) DURING THEIR PARTICIPATION IN THE TENDER PROCESS, DURING THE EXECUTION OF CONTRACT AND IN ANY OTHER TRANSACTION WITH BUYER.

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 BUYER'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.

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.

THE BIDDER(S)/CONTRACTOR(S)/BUYER(S)/VENDER(S) SHALL NOT COMMIT OR ALLOW ANY EMPLOYEE OF BUYER 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 BUYER, FOR PURPOSE OF COMPETITION OR PERSONAL GAIN OR PASS ON TO OTHERS ANY INFORMATION OR DOCUMENT PROVIDED BY BUYER AS PART OF THE BUSINESS RELATIONSHIP, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.

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.

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 BUYER 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 BUYER IN ANY OTHER FORM SUCH AS TO PUT THEIR RELIABILITY OR CREDIBILITY, IN QUESTION, BUYER, 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 BUYER 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 BUYER HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OR DURING EXECUTION ACCORDING TO CLAUSE (2), BUYER SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE CONTRACTOR LIQUIDATED DAMAGES OF THE CONTRACT VALUE OF THE AMOUNT EQUIVALENT PERFORMANCE BANK GUARANTEE.