

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

NOTICE INVITING E -TENDER NO. MMTC/FERT/2017-18/PHOSPHORIC ACID/1 DATED 11/12/2017 FOR SUPPLY OF PHOSPHORIC ACID IN BULK FROM GLOBAL SUPPLIERS

1	COMMODITY	PHOSPHORIC ACID (MERCHANT GRADE) SOLUTION																				
2	QUANTITY	20,000 MT TOTAL IN SOLUTION (+/- 10%) IN BULK 52-54% P2O5 CFR CHENNAI IN TWO PARCELS																				
3	SHIPMENT SIZE AND DELIVERY PERIOD	I PARCEL-10,000 MT , CFR CHENNAI, WITHIN 40 DAYS FROM THE DATE OF ISSUE OF LOI/PO  II PARCEL- 10,000 MT CFR, CFR CHENNAI, FROM 71 <sup>ST</sup> DAY TO 90 DAYS FROM THE DATE OF ISSUE OF LOI/PO  SHIPMENT CAN NOT BE COMBINED IN SINGLE PARCEL WITHOUT PRIOR APPROVAL FROM BUYER.																				
4	LOA BEAM	AS PER CHENNAI PORT SPECIFICATION																				
5	COUNTRY OF ORIGIN	TO BE INDICATED BY BIDDERS																				
6	SPECIFICATIONS OF PHOSPHORIC ACID BULK	<table border="1"> <thead> <tr> <th>ELEMENTS</th> <th>ELEMENTS IN WT. (%)</th> </tr> </thead> <tbody> <tr> <td>P<sub>2</sub>O<sub>5</sub></td> <td>52.0 MIN.</td> </tr> <tr> <td>DENSITY @30<sup>0</sup>DEG. C</td> <td>1.62-1.66</td> </tr> <tr> <td>SUSPENDED SOLIDS</td> <td>2.0 (MAX.)</td> </tr> <tr> <td>SULPHATE AS SO<sub>4</sub></td> <td>6.0 (MAX.)</td> </tr> <tr> <td>FLUORIDE AS F</td> <td>1.0 (MAX.)</td> </tr> <tr> <td>Fe<sub>2</sub>O<sub>3</sub> + Al<sub>2</sub>O<sub>3</sub></td> <td>4.5 (MAX.)</td> </tr> <tr> <td>CHLORIDE AS Cl PPM</td> <td>500 (MAX.)</td> </tr> <tr> <td>MgO</td> <td>2.0 (MAX.)</td> </tr> <tr> <td>CaO</td> <td>0.5 (MAX.)</td> </tr> </tbody> </table> <p>METHOD OF ANALYSIS: AOAC 1990</p>	ELEMENTS	ELEMENTS IN WT. (%)	P <sub>2</sub> O <sub>5</sub>	52.0 MIN.	DENSITY @30 <sup>0</sup> DEG. C	1.62-1.66	SUSPENDED SOLIDS	2.0 (MAX.)	SULPHATE AS SO <sub>4</sub>	6.0 (MAX.)	FLUORIDE AS F	1.0 (MAX.)	Fe <sub>2</sub> O <sub>3</sub> + Al <sub>2</sub> O <sub>3</sub>	4.5 (MAX.)	CHLORIDE AS Cl PPM	500 (MAX.)	MgO	2.0 (MAX.)	CaO	0.5 (MAX.)
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7	DETERMINATION OF QUANTITY AND QUALITY	<p><b>DETERMINATION OF QUANTITY AND QUALITY</b> <b>GRADE:</b> Merchant Grade Phosphoric Acid of 52-54% P2O5</p> <p><b>a) QUANTITY</b></p> <p>Determination of quality and quantity to be performed by independent reputed Surveyors at load port. Survey for quantity at load port to be carried out by supplier and at the buyer's storage tank at discharge port by the buyer.</p> <p>Prior to unloading of the acid from the ship's tanks into the</p>																				

		<p>buyer's storage tanks at Phosphoric Acid Terminal, Chennai Port, Ullage readings of the buyer's storage tanks will be taken by Surveyors appointed by the buyer and seller (by the vessel owner, if so desired). On completion of discharge, Ullage readings will be taken again as above to arrive at the volume of acid received in the buyer's storage tanks. The quantity of acid will be determined by multiplication of the volume of acid by the load port density of acid corrected for local temperature.</p> <p>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 ship tanks shall be accepted as the total quantity of acid received by the BUYER and shall be treated as final. Quantity to be reckoned as per final draft survey at the buyer's disport storage tank is final. Supplier to compensate any reduction in B/L quantity beyond 0.5% per disport buyer's storage tank survey.</p> <p><b>b) QUALITY</b></p> <p>Seller shall draw samples at regular intervals during loading and such samples shall be mixed together to form a composite sample which will be divided into four equal parts and sealed in four separate bottles. This operation will be performed by the seller in the presence of the independent surveyor appointed for supervising loading.</p> <p>One such sample shall be analysed by the seller for the P205 content. The P205 content analysed thus shall form the basis for the seller's invoice. The second sealed sample shall be sent to the buyer through the master of the vessel. The remaining 2 bottles shall be kept by the seller in safe custody for a period of six weeks starting from the date of unloading into buyer's storage tanks.</p> <p>At Chennai Port, the Surveyor shall draw one sample each from top, middle and bottom of each of the ship's tanks and the same shall be mixed together to form a composite sample which shall be divided into four equal parts and separately sealed. The distribution of the sealed samples is as below:</p> <p>Sample 1 : Vessel's Master  Sample 2 : To Seller's Agent  Sample 3 : Analysed by Buyer  Sample 4 : Retained by Buyer</p> <p>Quality assessment as per receiver's lab report is final. Any disagreement which may occur on the P205 content shall be</p>
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		<p>notified in writing by the buyer to seller not later than 30 days after the unloading of acid into buyer's storage tanks. In this case one of the disport samples retained by the Buyer / Seller's Agent shall be analysed in an independent mutually accepted laboratory and P2O5 determined thereby shall be binding on both the parties. The method of analysis shall be the same as at the load port.</p> <p>The cost of the referee sample analysis shall be borne by seller if such analysis shall result in seller compensating the buyer as provided below.</p> <p>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. In case of P2O5 content shortage is above 0.15%, the P2O5 content determined by the Referee sample is to be taken for calculating the Invoice value will be restricted to Original Invoice value of B/L quantity. The difference in Invoice amount for the entire shortfall quantity is to be compensated by the Seller. Such compensation shall be made through Credit Note by way of RTGS within 15 Days of the claim being preferred by the buyer.</p>
8	PRICE	<p>THE BIDDER SHALL QUOTE IN USD PER MT of 100% P<sub>2</sub>O<sub>5</sub> ON CFR BASIS FOR DISCHARGE AT CHENNAI PORT, 30 DAYS CREDIT AGAINST L/C</p> <p>THE PRICE SHOULD BE QUOTED FOR PAYMENT BY LETTER OF CREDIT (L/C) ON 30 DAYS FREE CREDIT FROM B/L DATE</p> <p>TAXES AND DUTIES IF ANY PAYABLE OUTSIDE INDIA SHALL BE TO SUPPLIERS ACCOUNT AND IN INDIA TO BUYER'S ACCOUNT.</p>
9	PAYMENT	<p>PAYMENT THROUGH LETTER OF CREDIT THROUGH A PRIME BANK IN INDIA AFTER 30 DAYS FREE CREDIT FROM THE DATE OF B/L, ON PRESENTATION OF THE FOLLOWING DOCUMENTS IN FULL SET:</p> <ul style="list-style-type: none"> <li>A. ORIGINAL 3+3 NON-NEGOTIABLE COPIES OF CLEAN BILLS OF LADING</li> <li>B. CERTIFIED COMMERCIAL INVOICE IN ORIGINAL ALONG WITH 4 COPIES</li> <li>C. CERTIFICATE OF ORIGIN IN ORIGINAL+3 COPIES</li> <li>D. CERTIFICATE OF INSPECTION TO BE CERTIFIED BY INDEPENDENT INSPECTION AGENCY AT LOAD PORT IN ORIGINAL REGARDING QUALITY AND QUANTITY</li> <li>E. FOUR COPIES OF TANK WISE ULLAGE REPORT/ STOWAGE PLAN</li> <li>F. ORIGINAL LOAD PORT SURVEY REPORT</li> </ul>

		<p>G. ACKNOWLEDGEMENT OF MASTER OF VESSEL FOR RECEIVING THE SEALED SAMPLES</p> <p>ONE SET OF NEGOTIABLE DOCUMENTS SHALL BE HANDED OVER TO THE MASTER OF THE VESSEL WITH INSTRUCTION TO HAND OVER THE SAME TO THE BUYER'S REPRESENTATIVE AT DISCHARGE PORT IN ADDITION TO E-MAILING THE SAME.</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 DUE DATE HAPPENS TO BE BANK HOLIDAY IN INDIA PAYMENT WILL BE MADE ON THE NEXT WORKING DAY.</p>
10	TAXES AND DUTIES	<p>ALL DUES, DUTIES, TAXES AND OTHER CHARGES LEVIED ON PRODUCT OR EXPORT THEREOF FROM THE COUNTRY OF THE PRODUCT'S ORIGIN SHALL BE FOR THE SELLER'S ACCOUNT AND SHALL BE PAID BY THE SELLER. ALL OTHER TAXES AND DUTIES ON THE PRODUCT WHATSOEVER IN INDIA SHALL BE FOR THE BUYER'S ACCOUNT AND SHALL BE PAID BY THE BUYER.</p>
11	SHIPMENT	<p>VESSEL NOMINATED BY THE SELLER WILL HAVE TO BE ACCEPTED BY THE BUYER BEFORE THE VESSEL IS FIXED FIRM. THE VESSEL SHOULD CONFIRM TO THE CHENNAI PORT TRUST SPECIFICATIONS WHICH ARE AS BELOW:</p> <p>DRAFT: NOT TO EXCEED 33 FT (SWAD)  BEAM: NOT TO EXCEED 105 FT  LOA: NOT TO EXCEED 625 FT</p> <p>THE SELLER SHALL ENSURE CHARTERED VESSELS COMPLYING WITH LIMITATIONS OF CHENNAI PORT WITH ALL NECESSARY FITTINGS AND PUMPING EQUIPMENT'S ADEQUATE DISCHARGE OF PHOSPHORIC ACID AT MINIMUM RATE OF 700 MT PER HOUR. BUYER SHALL PROVIDE AT ITS EXPENSES SUITABLE UNLOADING LINE HANDLING EQUIPMENT AT CHENNAI PORT.</p>
12	LAYTIME	<p>LAYTIME AT DISPORT SHALL COMMENCE 6 HRS. AFTER RECEIPT OF NOTICE OF READINESS OF VESSEL WHETHER IN BERTH OR NOT OR ON BERTHING OF THE VESSEL WHICHEVER IS EARLIER AND SHALL END ON DISCONNECTION OF HOSES. IF THE VESSEL IS 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</p>

		<p>USED BY LAYTIME.</p> <p>THE LAYTIME SHALL BE DETERMINED SUNDAYS, HOLIDAYS INCLUDED AS 30 HRS. FOR 10000 MT OF SOLUTION &amp; 1 HOUR EXTRA FOR EACH ADDITIONAL 500 MT SOLUTION ON A PRO-RATA BASIS. ANY DELAY IN ACTUAL CONNECTION OF BUYER'S HOSES WITH THE MANIFOLD OF THE VESSEL ON ACCOUNT OF DELAY IN OBTAINING FREE PARTIQUE, CUSTOMS CLEARANCE AND IMMIGRATION ETC. BY THE VESSEL SHALL BE TO BUYER'S A/C.</p>
13	SHIPPING TERMS	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.
14	MANUFACTURER'S SUPPORT LETTER FOR CATEGORY II	TO BE ENCLOSED
15	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 /BILL IN ORIGINAL AND ORIGINAL LETTER OF CLAIM FROM THE BUYER. SUCH CLAIM TO BE SENT BY BUYER TO THE SELLER, WITHIN 60 DAYS FROM THE DATE OF COMPLETION OF DISCHARGE.</p> <p>HOWEVER THE VESSEL AGE SHOULD NOT BE MORE THAN 20 YEARS OLD.</p>
16	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"> <li>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.</li> <li>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.</li> </ol>

17	PORT DUES	VESSEL RELATED CHARGES TO BE BORNE BY THE VESSEL OWNER
18	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>
19	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
20	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 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>
21	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 CHENNAI, INDIA.</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 CHENNAI, INDIA.</p>
22	VALIDITY	BIDS SHOULD BE VALID FOR A PERIOD OF MINIMUM OF 20 DAYS FROM THE DATE OF OPENING OF THE BID
23	EMD/BID BOND	<p>CATEGORY-I "PRODUCERS" WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING PHOSPHORIC ACID SOLUTION FROM THEIR OWN PRODUCTION UNITS AND MTPL (100% SUBSIDIARY OF MMTTC) ARE EXEMPT FROM SUBMISSION OF BID BOND.</p> <p>CATEGORY - II "NON PRODUCERS" SHALL SUBMIT A BID BOND AT THE RATE OF US \$ 1.00 PMT OF THE QUANTITY OFFERED.</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID</p>

		<p>SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MMTc LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS.</p> <p>CATEGORY II BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p> <p>CATEGORY II 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 MMTc IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
24	PERFORMANCE BANK GUARANTEE	<p>THE SUCCESSFUL BIDDER, OTHER THAN MTPL (100% SUBSIDIARY OF MMTc)/ MANUFACTURER/PRODUCERS SHALL BE REQUIRED TO SUBMIT A PERFORMANCE GUARANTEE BOND EQUIVALENT TO NOT LESS THAN 1% OF THE VALUE OF THE CONTRACT IN THE PRESCRIBED PROFORMA WITHIN TWO WEEKS OF THE ACCEPTANCE OF THEIR OFFER / ISSUE OF LOI AS PER MMTc ANNEXURE II.</p>
25	INTEGRITY PACT	<ol style="list-style-type: none"> <li>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 MMTc. THE BIDDER(S) AND MMTc SHALL BE BOUND BY THE PROVISIONS OF IP IN CASE ANY COMPLAINT RELATING TO THE TENDER IS FOUND SUBSTANTIATED.</li> <li>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.</li> <li>3. ANY BID NOT ACCOMPANIED BY DULY SIGNED IP BY THE BIDDER SHALL BE SUMMARILY REJECTED.</li> <li>4. ALL SUB-CONTRACTORS/ASSOCIATES WHOSE CONTRIBUTION IN THE TENDER IS ABOVE 20 CRORE SHALL</li> </ol>

		<p>SIGN IP WITH MMTc 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, MMTc 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>
26	FRAUD PREVENTION POLICY	ANNEXURE IV
27.	GENERAL	<p>A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</p> <p>B. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS.</p> <p>C. 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 18.12.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a>. 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 18.12.2017 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**

**BID BOND PROFORMA**

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

M/S. MPMC LTD.,  
FERTILIZER DIVISION, CORE NO.1  
"SCOPE COMPLEX"  
7- INSTITUTIONAL AREA, LODI ROAD,  
NEW DELHI-110 003. INDIA.

DEAR SIRs,

WHEREAS M/S. \_\_\_\_\_ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF \_\_\_\_\_ MTS OF PHOSPHORIC ACID SOLUTION TO MPMC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD \_\_\_\_\_ PMT FOR THE QUANTITY OFFERED ALONGWITH THE OFFER AS A GUARANTEE FOR FULFILLMENT OF ALL THE TERMS AND CONDITIONS OF SUBSEQUENT SALE, WE (BANK WITH FULL ADDRESS) HEREBY GUARANTEE AND UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY MPMC LTD., NEW DELHI THE AMOUNT OF US\$ \_\_\_\_\_ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MPMC'S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MPMC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ \_\_\_\_\_ (US DOLLARS \_\_\_\_\_ ONLY) AND IT WILL REMAIN IN FORCE UPTO \_\_\_\_\_ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE \_\_\_\_\_ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, \_\_\_\_\_ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: \_\_\_\_\_ FOR \_\_\_\_\_

PLACE: \_\_\_\_\_ BANK \_\_\_\_\_

**ANNEXURE II**

**PERFORMANCE BANK GUARANTEE PROFORMA**

BANK GUARANTEE NO. \_\_\_\_\_ DATED \_\_\_\_\_

(ON A STAMP PAPER OF APPLICABLE AMOUNT TO BE EXECUTED BY A DELHI / NEW DELHI BRANCH OF A SCHEDULED BANK OTHER THAN GRAMIN BANK OR COOPERATIVE BANK)

TO

M/S MPMC LIMITED  
CORE 1, SCOPE COMPLEX  
7 INSTITUTIONAL AREA  
LODHI ROAD  
NEW DELHI 110003 (INDIA)

DEAR SIRs,

- 1) WHEREAS, MPMC LIMITED, HAVING ITS REGISTERED OFFICE AT CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI -110 003 INDIA AND ONE OF ITS OFFICE AT \_\_\_\_\_ (HEREINAFTER CALLED "THE MPMC) HAVE ENTERED INTO CONTRACT NO. \_\_\_\_\_ DATED \_\_\_\_\_ (HEREINAFTER CALLED 'THE CONTRACT') FOR \_\_\_\_\_ WITH M/S. \_\_\_\_\_ (NAME) ADDRESS \_\_\_\_\_, (HEREINAFTER CALLED THE XX')
  
- 2) AND WHEREAS THE 'XX' UNDER THE CONTRACT IS REQUIRED TO FURNISH A SECURITY FOR THE PERFORMANCE OF THE CONTRACT AND MPMC HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS \_\_\_\_\_.
  
- 3) AND WHEREAS AT THE REQUEST OF THE 'XX', WE \_\_\_\_\_ BANK, \_\_\_\_\_ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MPMC, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS \_\_\_\_\_ PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MPMC THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.
  
- 4) WE, \_\_\_\_\_ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MPMC NOT EXCEEDING THE SUM OF US DOLLARS \_\_\_\_\_ ONLY WITHOUT ANY DEMUR, DELAY, PROTEST AND WITHOUT ANY REFERENCE OR RECOURSE TO THE 'XX' NOTWITHSTANDING ANY DISPUTE RAISED BY 'XX' IN ANY SUIT PROCEEDINGS RELATING THERE TO PENDING BEFORE ANY COURT OR TRIBUNAL OUR LIABILITY UNDER THESE PRESENTS BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT SHALL BE MADE TO THE MPMC ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.

- 5) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US DOLLARS\_\_\_\_\_. OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL \_\_\_\_\_ (DATE).
- 6) ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITY THEREUNDER UNLESS A CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE\_\_\_\_\_ (EXPIRY DATE).
- 7) YOUR LETTER OF DEMAND IN WRITING MAY BE PRESENTED TO THE BANK BY REGISTERED POST OR IN PERSON AND THE SAME SHALL BE BINDING ON US.
- 8) THIS GUARANTEE COMES INTO FORCE FORTHWITH.
- 9) WE FURTHER AGREE THAT MMTC SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT EFFECTING IN ANY MANNER, OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE DELIVERY OR EXTEND TIME OF PERFORMANCE BY THE SAID "XX" FROM TIME TO TIME OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME, ANY OF THE POWERS EXERCISABLE BY MMTC AGAINST THE SAID "XX" AND TO FORBEAR OR ENFORCE ANY PART OF THE TERMS AND CONDITIONS RELATING TO THE SAID CONTRACT AND WE SHALL NOT BE RELIEVED FROM OUR LIABILITY BY REASON OF ANY SUCH VARIATION OR EXTENSION BEING GRANTED TO THE SAID M/S 'XX'.
- 10) THE LIABILITY OF THE BANK UNDER THIS GUARANTEE SHALL BE DISCHARGED ON RECEIPT OF US DOLLARS \_\_\_\_\_ ONLY BY MMTC.
- 11) WE \_\_\_\_\_ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF MMTC LIMITED IN WRITING.
- 12) THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OF THE BANK OR THE SAID 'XX'.
- 13) WE HAVE THE POWER TO ISSUE THIS GUARANTEE IN YOUR FAVOUR UNDER THE CHARTER OF OUR BANK AND THE UNDERSIGNED HAVE FULL POWER TO EXECUTE THIS GUARANTEE UNDER THE POWER OF ATTORNEY GRANTED TO US BY THE BANK.
- SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

YOURS FAITHFULLY

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

**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 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 MMTC)  
 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 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.