

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

**NOTICE INVITING E-TENDER NO. MMTC/FERT/ ROCK PHOS/2015-16/03 DATED 20.11.2015 FOR
SUPPLY OF ROCK PHOSPHATE IN BULK**

1.	COMMODITY	SUPPLY OF ROCK PHOSPHATE		
2.	QUANTITY	30,000 MT +/- 10% FOR DICHARGE AT MBPT (HB), INDIA MMTC RESERVES THE RIGHT TO DECIDE EXACT QUANTITY TO BE PURCHASED EITHER IN FULL OR PART AND ALSO RESERVES THE RIGHT TO BUY PART QUANTITY OUT OF THE OFFERED QUANTITY BY A BIDDER.		
4	SHIPMENT PERIOD	DECEMBER'15		
5	PRODUCT AND PACKAGING	ROCK PHOSPHATE IN BULK		
6.	SPECIFICATIONS	CONSTITUENTS	LIMIT	
		P2O5	BY WEIGHT ON DRY BASIS	29.00 % MIN.
		CAO	BY WEIGHT ON DRY BASIS	52.00 % MAX.
		F	BY WEIGHT ON DRY BASIS	4.50 % MAX.
		SIO2	BY WEIGHT ON DRY BASIS	8.00 % MAX.
		CO2	BY WEIGHT ON DRY BASIS	6.00 % MAX.
		CHLORIDES AS CL	BY WEIGHT ON DRY BASIS	0.15 % MAX.
		MGO	BY WEIGHT ON DRY BASIS	0.70 % MAX.
		TOTAL R2O3(FE2O3+ AL2O3)	BY WEIGHT ON DRY BASIS	4.50 % MAX.
		ORGANIC MATTER	BY WEIGHT ON DRY BASIS	0.50 % MAX.
		MOISTURE	BY WEIGHT	3.00 % MAX.
		SIEVE ANALYSIS		
			PASSING THROUGH TYLER MESH SIZE 4 (4.76MM)	100%
			PASSING THROUGH TYLER MESH SIZE 20 (0.841 MM)	85% MINIMUM
			PASSING THROUGH TYLER MESH SIZE 100 (0.15 MM)	30% MINIMUM

		<p>NOTES: BIDDERS TO SUBMIT THEIR OFFER WITH GUARANTEED VALUES AGAINST THE ABOVE SPECIFIED CONSTITUENTS, AS THE SAME SHALL BE USED FOR EVALUATION. ANY OFFER WITH “TYPICAL” OR “INDICATIVE” VALUES OF THE ABOVE CONSTITUENTS SHALL NOT BE ACCEPTED.</p> <p>THE DETAILED SPECIFICATIONS OF ROCK PHOSPHATE OFFERED BY THE TENDERER SHALL ALSO BE SUPPORTED BY THE PRODUCER.</p> <p>ANY NEW SOURCE OF ROCK PHOSPHATE MEETING NIT SPECIFICATIONS SHALL BE CONSIDERED ONLY FOR TRIAL PURPOSE SUBJECT TO PRICE BEING COMPETITIVE.</p>
6.01	<p>MUTUALLY AGREED DAMAGES ON ACCOUNT OF HIGHER MOISTURE:</p>	<p>IN THE EVENT THE MOISTURE CONTENT OF THE MATERIAL LOADED ABOARD THE VESSEL IS IN EXCESS OF PERCENTAGE MOISTURE QUOTED BY THE BIDDER BUT IS BELOW 5% BASED ON THE ANALYSIS REPORTS OF THE SEPARATE INDEPENDENT INSPECTION AGENCIES, APPOINTED BY MMTC AND SUPPLIER AT LOAD PORT, THE CONSIGNMENT SHALL BE ACCEPTED AFTER DEDUCTING QUANTITY EQUIVALENT TO EXCESS MOISTURE CONTENT OVER AND ABOVE GUARANTEED MOISTURE FROM THE BL QUANTITY AND INVOICING ON APPLICABLE CFR PRICE.</p> <p>IN CASE MOISTURE CONTENT IS FOUND TO BE HIGHER THAN 5%, MMTC SHALL HAVE RIGHT TO REJECT THE CONSIGNMENT OR ACCEPT AT ITS SOLE DISCRETION. HOWEVER, IN CASE MMTC / ITS BUYER’S ACCEPTS THE CONSIGNMENT AT ITS SOLE DISCRETION, IN SUCH CASE THE MUTUALLY AGREED DAMAGE ON ACCOUNT OF EXCESS MOISTURE SHALL BE AFTER DEDUCTING QUANTITY EQUIVALENT TO TWO TIMES THE QUANTITY OF THE EXCESS MOISTURE OVER AND ABOVE 5% FROM THE BL QUANTITY IN ADDITION TO SINGLE TIME DEDUCTION FOR MOISTURE UPTO 5% AS MENTIONED ABOVE.</p> <p>THE PARTY SHALL INVOICE WITH ADJUSTED QUANTITY AS STATED AFORESAID TOWARDS HIGHER MOISTURE CONTENT AND SUCH REBATE IN QUANTITY SHALL BE INVOICED ON APPLICABLE CFR PRICE.</p>
6.02	<p>MUTUALLY AGREED DAMAGES ON ACCOUNT OF LOWER P2O5:</p>	<p>THE PRICE QUOTED SHALL BE BASED ON MINIMUM P2O5 CONTENT OFFERED ON DRY BASIS. IN CASE THE P2O5 CONTENT IS FOUND TO BE LESS THAN THE OFFERED MINIMUM P2O5 AND IS NOT BELOW 29% BASED ON ANALYSIS REPORTS SUBMITTED BY SEPARATE INDEPENDENT INSPECTION AGENCIES, APPOINTED BY MMTC AND SUPPLIER AT LOAD PORT, TWO TIMES PRO-RATA REBATE IN THE INVOICE SHALL BE GIVEN AT THE APPLICABLE CFR PRICE.</p> <p>IN CASE P2O5 CONTENT IS FOUND TO BE BELOW 29%, MMTC</p>

		<p>SHALL HAVE RIGHT TO REJECT THE CONSIGNMENT OR ACCEPT AT ITS SOLE DISCRETION. HOWEVER, IN CASE MMTC ACCEPTS THE CONSIGNMENT AT ITS SOLE DISCRETION, IN SUCH CASE THE MUTUALLY AGREED DAMAGE ON ACCOUNT OF LESSER P2O5 SHALL BE EQUIVALENT TO TWO TIMES PRORATA REBATE FOR P2O5 CONTENT LOWER THAN GUARANTEED PERCENTAGE UPTO 29% PLUS FIVE TIMES PRORATA REBATE FOR P2O5 CONTENT LOWER THAN 29% UPTO ACTUAL ANALYZED P2O5 PERCENTAGE. THE REBATE SHALL BE APPLICABLE ON CFR PRICE.</p> <p>THE PARTY SHALL INVOICE MMTC WITH THE ADJUSTED PRICE AFTER OFFERING SUCH REBATE AS STATED AFORESAID TOWARDS LOWER P2O5 CONTENT.</p>
	<p>6.03</p> <p>MUTUALLY AGREED DAMAGES ON ACCOUNT OF HIGHER CaO:</p>	<p>THE PRICE QUOTED SHALL BE BASED ON MAXIMUM CAO CONTENT OFFERED ON DRY BASIS. IN CASE THE CAO CONTENT IS FOUND TO BE HIGHER THAN THE GUARANTEED CAO CONTENT AND IS BELOW 52% BASED ON ANALYSIS REPORTS SUBMITTED BY SEPARATE INDEPENDENT INSPECTION AGENCIES APPOINTED BY MMTC AND SUPPLIER AT LOAD PORT, REBATE SHALL BE GIVEN IN THE INVOICE. FOR EVERY 'X' % INCREASE IN CAO CONTENT OVER THE GUARANTEED MAXIMUM CAO CONTENT, THE REBATE SHALL BE '2X'% OF THE APPLICABLE CFR PRICE.</p> <p>IN NO CASE THE CAO CONTENT SHALL BE HIGHER THAN 52%. IN CASE CAO CONTENT IS FOUND TO BE ABOVE 52%, MMTC SHALL HAVE RIGHT TO REJECT THE CONSIGNMENT OR ACCEPT AT ITS SOLE DISCRETION. HOWEVER, IN CASE MMTC ACCEPTS THE CONSIGNMENT AT ITS SOLE DISCRETION, IN SUCH CASE THE MUTUALLY AGREED DAMAGE ON ACCOUNT OF HIGHER CAO SHALL BE EQUIVALENT TO REBATE OF ' 2X% ON THE CFR PRICE FOR EVERY 'X'% INCREASE IN CAO CONTENT OVER THE GUARANTEED MAXIMUM PERCENTAGE UPTO 52% PLUS REBATE OF '5X'% ON THE CFR PRICE FOR EVERY 'X'% INCREASE IN CAO CONTENT ABOVE 52% UPTO ACTUAL ANALYZED.</p> <p>IT IS AGREED BY THE SUPPLIER THAT THE REBATE TO BE OFFERED AS AFORESTATED SHALL BE EXCLUSIVE OF EACH DEVIATION AND HAS TO BE GIVEN FOR EACH OF THE DEVIATION AT THE RATES SPECIFIED HEREINABOVE.</p> <p>INVOICING SHALL BE DONE AS MENTIONED UNDER PAYMENT TERMS.</p> <p>IN THE EVENT OF REJECTION OF MATERIAL BY MMTC DUE TO DEVIATION IN QUALITY (HIGHER MOISTURE AND LOWER P2O5 THAN SPECIFIED), IT IS AGREED THAT MMTC SHALL HAVE THE RIGHT TO EXERCISE ANY OR BOTH OF THE FOLLOWING OPTIONS:</p>

		<p>A) TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF REJECTED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SUPPLIER. MMTC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</p> <p>B) TO PURCHASE FROM OTHER SOURCE WITHOUT NOTICE TO THE SUPPLIER, AT THE RISK AND COST OF THE SUPPLIER, THE MATERIAL OR MATERIAL OF SIMILAR DESCRIPTION FOR WHICH MMTC SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. RCF SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND.</p>
	<p>6.04 MUTUALLY AGREED DAMAGES ON ACCOUNT OF DEVIATION INEQUALITY OTHER THAN P2O5, CaO AND MOISTURE.</p>	<p>IN CASE ANY OF THE CONSTITUENTS OTHER THAN P2O5, CAO AND MOISTURE IS FOUND TO BE BEYOND THE LIMITS STIPULATED IN NIT, BASED ON THE ANALYSIS REPORTS OF THE SEPARATE INDEPENDENT INSPECTION AGENCIES, APPOINTED BY RCF AND SUPPLIER AT LOAD PORT, RCF SHALL HAVE RIGHT TO REJECT THE CONSIGNMENT OR ACCEPT AT ITS SOLE DISCRETION. HOWEVER, IN CASE RCF ACCEPTS THE CONSIGNMENT AT ITS SOLE DISCRETION, IN SUCH CASE THE MUTUALLY AGREED DAMAGE ON ACCOUNT OF ANY OF THE CONSTITUENTS FOUND TO BE BEYOND MAXIMUM LIMITS STIPULATED THE CONSIGNMENT SHALL BE ACCEPTED AFTER DEDUCTING QUANTITY EQUIVALENT TO TWO TIMES THE QUANTITY OVER AND ABOVE THE SPECIFIED LIMITS IN THE NIT OF EACH CONSTITUENT FROM THE BL QUANTITY AND INVOICING ON APPLICABLE CFR PRICE.</p> <p>THE PARTY SHALL INVOICE WITH ADJUSTED QUANTITY AS STATED AFORESAID TOWARDS EXCESS IMPURITIES AND SUCH REBATE IN QUANTITY SHALL BE INVOICED ON APPLICABLE CFR PRICE.</p>
	<p>6.5 JUSTIFICATION FOR SUITABILITY OF ROCK PHOSPHATE OFFERED</p>	<p>TENDERER SHOULD FURNISH ALONG WITH THE PART-I OF THE TENDER, JUSTIFICATION FOR SUITABILITY OF OFFERED ROCK PHOSPHATE FOR PRODUCTION OF NITROPHOSPHATE (SUPHALA). THE BRIEF PROCESS DETAILS OF NITROPHOSPHATE 'SUPHALA' (15:15:15) IS AS GIVEN UNDER:</p> <p>SUPHALA PLANT EMPLOYING PHOSPHOR-NITRIC PROCESS COMPRISING OF A REACTION AND FOUR SALT SECTION STREAMS. REACTION BAY IS EQUIPPED WITH 3 REACTOR SYSTEM AND MODIFIED SALT STREAMS BY INCORPORATING 'KEMIRA PROCESS' OF M/S KEMIRA O.Y. FINLAND. PULVERIZED ROCK PHOSPHATE, NITRIC ACID, SULPHURIC ACID, DI-AMMONIUM PHOSPHATE (DAP) AND VAPORIZED AMMONIA ARE ALLOWED TO REACT TO FORM A SLURRY. ADDITION OF POTASSIUM CHLORIDE IS DONE IN THE 3RD REACTOR. THE SLURRY THUS FORMED IS ATOMIZED AND SPRAYED ON TO</p>

		RECYCLE BED IN A GRANULATOR CUM DRYER CALLED SPHERODIZER. THE PRODUCT OBTAINED AFTER SCREENING IS COOLED, COATED AND SENT TO STORAGE.
7.	DISCHARGE PORT	MBPT (HB), INDIA/ 3000 MT PWD SHEX EIU
8.	ORIGIN	TO BE INDICATED BY BIDDERS.
9.	PRICE	<p>TO BE INDICATED BY BIDDERS IN US DOLLARS PER METRIC TONNE FOR BOTH FOB LOADPORT AND C&F DISPORT.</p> <p>FOR EVALUATION OF BIDS IN US\$ THE RBI REFERENCE RATE AS EXCHANGE RATE SHALL BE APPLICABLE.</p> <p>IN CASE THE OFFER PRICE IS QUOTED IN CURRENCY OTHER THAN US DOLLARS, FOR PURPOSE OF EVALUATION ONLY, THE SBI CARD RATE ON THE DATE OF TENDER CLOSING WILL BE USED FOR CONVERSION OF THE OFFERED PRICE INTO US DOLLARS EQUIVALENT.</p>
10.	PAYMENT	CAD OR L/C AT SIGHT AS PER MMTC'S FORMAT. REIMBURSEMENT WILL BE MADE WITHIN 5 BANKING DAYS OF RECEIPT OF ORIGINAL DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK.
11.	VALIDITY	OFFER SHOULD BE VALID UPTO 1700 HRS IST ON 30-12-2016
12.	INSPECTION AT LOAD PORT	CARGO SHALL BE INSPECTED FOR QUANTITY AND QUALITY BY AN INTERNATIONALLY REPUTED INSPECTION AGENCY APPOINTED BY THE BUYERS.
13.	INSURANCE	INSURANCE WILL BE TAKEN BY BUYER.
14.	EMD/ BID BOND	<p>A) CATEGORY – I (REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT SUBSTANTIATED BY NECESSARYA DOCUMENTS) : NIL</p> <p>B) CATEGORY – II (TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST TWO YEARS DURING THE PAST FIVE YEARS SUBSTANTIATED BY NECESSARYA DOCUMENTS) : US \$ 0.35/MT OR EQUIVALENT INDIAN RUPEES.</p> <p>C) CATEGORY-III: (TENDERERS OTHER THAN MENTIONED IN A AND B ABOVE) : US \$ 0.70/MT OR EQUIVALENT INDIAN RUPEES</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MMTC</p>

		<p>LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF THREE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS.</p> <p>CATEGORY II & III BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p> <p>CATEGORY III BIDDERS ARE ALSO REQUIRED TO SUBMIT A CREDIT RATING REPORT FROM ANY OF THE FOLLOWING INTERNATIONAL CREDIT RATING AGENCIES:</p> <ol style="list-style-type: none"> 1. DUN & BRADSTREET 2. MOODY'S 3. STANDARD & POOR <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO MMTC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
15.	PERFORMANCE GURANTEE BOND	<p>A) CATEGORY – I (REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT SUBSTANTIATED BY NECESSARYA DOCUMENTS) : 1% OF THE CONTRACT VALUE</p> <p>B) CATEGORY – II (TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST TWO YEARS DURING THE PAST FIVE YEARS SUBSTANTIATED BY NECESSARYA DOCUMENTS) : 3% OF THE CONTRACT VALUE.</p> <p>C) CATEGORY-III: (TENDERERS OTHER THAN MENTIONED IN A AND B ABOVE) : 5% OF THE CONTRACT VALUE</p> <p>FORMAT OF THE PERFORMANCE GUARANTEE BOND IS GIVEN IN ANNEXURE II</p> <p>PLEASE NOTE THAT PG BOND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF ISSUANCE OF LOI.</p>
16.	INTEGRITY PACT	<p>SIGNING OF INTEGRITY PACT (IP) IS MANDATORY FOR EVERY BIDDER PARTICIPATING IN THIS TENDER. A COPY OF THE IP IS ENCLOSED (ANNEX.-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.</p> <p>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>ANY BID NOT ACCOMPANIED BY DULY SIGNED IP BY THE BIDDER SHALL BE SUMMARILY REJECTED.</p> <p>ALL SUB-CONTRACTORS/ASSOCIATES WHOSE CONTRIBUTION IN THE TENDER IS ABOVE 20 CRORE SHALL SIGN IP WITH MMTC AFTER THE TENDER IS AWARDED TO THE SUCCESSFUL BIDDER. ALL BIDDERS SHALL INFORM THEIR SUB-CONTRACTORS/ASSOCIATES ACCORDINGLY.</p> <p>THE INDEPENDENT EXTERNAL MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI BIJOY CHATTERJEE, IAS (RETD.) AND SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO : SHRI BIJOY CHATTERJEE, IAS (RETD.) AND 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 IDS ARE bijoychat@gmail.com AND dilip.chaudhary@icloud.com RESPECTIVELY. BIDDERS ARE REQUESTED NOT TO COMMUNICATE ANY COMMERCIAL ENQUIRY TO IEMS EXCEPT COMPLAINTS RELATING TO INTEGRITY PACT</p>
17.	GENERAL	<p>(I) PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED 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 DECUCTIONS.</p> <p>(III) 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>(IV) SUPPLIERS TO ENSURE THAT THE BILL OF LADING ISSUED TO MMTC ON AWARD OF THE CONTRACT, MUST BE MENTIONED IN THE IGM TO BE FILLED BY THE SHIPPING / LINES AGENT AT DISPORT. THIS IS REQUIRED SINCE SOME OF OUR CUSTOMERS SHALL BE EFFECTING FURTHER SALE ON HIGH SEAS BASIS.</p> <p>(V) TENDERERS WHO ARE NOT MANUFACTURERS MUST FURNISH THE NAME OF THE MANUFACTURER WHO SHALL SUPPLY THE PRODUCT AND THE COUNTRY OF ORIGIN TOGETHER WITH SUPPORT LETTER, IN ORIGINAL, FROM THE MANUFACTURER ALONGWITH THE</p>

			TECHNICAL & UN-PRICED COMMERCIAL PART OF THE TENDER.
		(VI)	CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.
		(VII)	THE VESSEL OF 25 YEARS AND ABOVE ARE NOT ACCEPTABLE.
		(VIII)	IN CASE BIDDERS ARE FINDING IT DIFFICULT TO PROVIDE FOR US \$ BID BOND/ PG, BIDDERS MAY SUBMIT THE SAME IN EQUIVALENT RUPEES.
		(IX)	ALL CONDITIONS SUCH AS BID BOND/PG BOND, SPECIFICATION, INSURANCE, LOADPORT INSPECTION, VALIDITY OF THE OFFER, SHIPMENT PERIOD, INSURANCE SHOULD BE AS PER TENDER
		(X)	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.
		(XI)	ALL THE BIDDERS HAVE TO SIGN INTERGRITY PACT AS PER ANNEXURE III

THE BIDS ARE TO BE SUBMITTED THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE [HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in). THE BID BONDS IN ORIGINAL AND THE CREDIT RATING (AS REQUIRED) ARE REQUIRED TO BE SUBMITTED PHYSICALLY IN SEALED ENVELOPES TO BE DROPPED IN TENDER BOX PLACED AT **MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI**, BEFORE THE CLOSING TIME OF RECEIPT OF TENDERS AS ABOVE. OFFERS SUBMITTED WITHOUT ORIGINAL BID BOND SHALL NOT BE CONSIDERED. THE OFFERS IN THE PRESCRIBED FORMAT SHOULD BE SUBMITTED BY **1100 HOURS IST 27.11.2015**.

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 ROCK PHOSPHATE 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 ONE THOUSAND ONLY.
- 3) AND WHEREAS AT THE REQUEST OF THE 'XX', WE _____ BANK, _____(ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MPMC, IMMEDIATELY ON DEMAND UP TO AND NOT EXCEEDING THE SUM OF US DOLLARS ONE THOUSAND ONLY PAYABLE BY THE 'XX' IN THE EVENT OF FAILING TO PERFORM ANY OR ALL THEIR OBLIGATIONS UNDER THE CONTRACT. THE DECISION OF THE MPMC THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.
- 4) WE, _____ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MPMC NOT EXCEEDING THE SUM OF US DOLLARS ONE THOUSAND ONLY WITHOUT ANY DEMUR, DELAY, PROTEST AND WITHOUT ANY REFERENCE OR RECOURSE TO THE 'XX' NOTWITHSTANDING ANY DISPUTE RAISED BY 'XX' IN ANY SUIT PROCEEDINGS RELATING THERE TO PENDING BEFORE ANY COURT OR TRIBUNAL OUR LIABILITY UNDER THESE PRESENTS BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT SHALL

BE MADE TO THE MMTC ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.

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

SIGNED AND DELIVERED THIS _____ DAY OF _____ 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, MPMC 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, MPMC 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 MPMC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MPMC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

2. IF MPMC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MPMC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MPMC 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 MPMC 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, MPMC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MPMC, I.E. NEW DELHI.

2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.

3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.

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

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

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

NAME:
DESIGNATION:
(OFFICE SEAL)

.....
(FOR & ON BEHALF OF

NAME:
DESIGNATION:
(OFFICE SEAL)

PLACE :

DATE :

WITNESS 1 :

NAME :
ADDRESS :

WITNESS 2 :

NAME :
ADDRESS :

