

MMTC LIMITED

Core 1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Delhi 110003.

INVITES

EXPRESSION OF INTEREST (EOI)

**For Empanelment of Indian and overseas producer(s)/ supplier(s)/vendor(s)
of different types/ grades of commercially available/sellable Fertilizers for
sale other than Canalized Urea**

No. MMTC/Fertilizer/Fertilizer (NC)/2018-19/01 dated 31/01/2019

Website: www.mmtclimited.com

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Invitation for Expression of Interest

MMTC invites application for 'Expression of Interest' (E.O.I.) from reputed Indian (domestic) and overseas producers/ suppliers/vendors of different types/ grades of commercially available organic and inorganic - chemical nitrogenous fertilizers, chemical phosphate fertilizers, and chemical potassium fertilizers, including water soluble fertilizers LNG etc. other than canalized urea, with substantial experience in supplying these fertilizers for sale in the Indian market. The applicants shall confirm to definition(s) and specification(s) of the fertilizers as provided for in the Fertilizer (Control) Order, 1985, No.11-3/83-STU, as communicated by Government of India, Ministry of Agriculture and Rural Development (Department of Agriculture and Cooperation). The different types of chemical and organic fertilizers can be further categorized into: Complete inorganic fertilizers, Special purpose fertilizer, Liquid fertilizers, Slow-release fertilizer, Fertilizer with insecticide.

More about MMTC Limited

MMTC Limited is the largest international trading company in India and has been in existence since the year 1963. MMTC Limited is not only the GOI canalizing agency for finished fertilizer (UREA) but is also the major importer of other finished, intermediate and raw fertilizers in India.

Eligibility Criteria

A) The applicant(s) shall submit the profile of the company/firm in the following format:

I. Name of the Company/Firm:

II. Address:

- a) Regd./Head Office:
- b) Branch / Sales office:
- c) Godown:
- d) Mines/Factory / Workshop:
- e) Telegraphic Address
- f) Telephone No. /Nos.
- g) Mobile / Pager No. /Nos.
- h) E-Mail Address

III. Registration:

Name of the Authority under which the Company/Firm is registered, GST & Sales Tax Registration No., Income Tax Registration No., Import Export Code (IEC) allotted by the government authorities in respective countries.

IV. Kind of ownership:

- a) If a limited Concern, Name & Address of Directors & Managing Director
- b) If Single Owner, Name & Address
- c) of the Proprietor & Manager, if any
- d) If partnership, Name & Address of Partners
- e) To specify whether Government/ Semi Government/ PSU/ Private Limited/ Public Limited Company/Partnership

B) The applicant(s) shall submit following documents:

i) Company Brochure and attested copy of memorandum and articles of association/ partnership deed/ affidavit regarding Sole proprietorship.

ii) **Producer(s) of goods are required to submit 'Producers Certificate' and Export License (if applicable) issued by department of agriculture /fertilizer in their respective home countries so as to verify to the buyer that the seller actually produces what they are offering to sell. Those supplier(s)/vendor(s) representing the producer(s) are required to furnish 'Letter of Authority' from their respective producer(s).**

iii) The applicant(s) shall submit list of present directors/board Members of the company/firm, their name & complete office & residential address, copy of latest Income Tax Return filed, Certificate of Registration of Company and the Tax Residency Certificate (TRC) from overseas producer(s)/supplier(s)/vendor(s). ISO or other accreditation certificates (if any) is also to be submitted.

iv) Applicant(s) should not have been barred on date from supplies to any eligible country. Applicant(s) are required to give an 'Undertaking' stating that the director(s) / owner / proprietor /partner (as the case may be) is not convicted/ blacklisted/ banned from supplying goods to India by any court of law for offences involving moral turpitude etc. in relation to its business dealings with the Government or any other Public Sector Enterprises in India.

v) Applicant(s) are required to give an 'Undertaking' stating that the business dealings have not been banned or suspended by Government of India or any other PSUs/Govt organizations in India.

vi) Indian (domestic) applicant(s) are required to submit documents related to statutory registration requirements e.g. Sales tax / Income Tax, Excise duty/VAT (if applicable) etc.

vii) A "Satisfactory" credit rating of the applicant(s) from a reputed credit rating agency like D&B, S&P, Moody, Fitch, CRISIL, ICRA, CARE and SMERA along with Banker's certificate is acceptable. Credit rating report should not be older than one year at the time of registration/empanelment / participating in the tender / auction.

viii) Annual turnover of the company and quantity of each item supplied to the Indian market with client details during last 5 years with documentary evidence.

ix) Audited copy of P&L Account statement and Balance sheet for the last 3 years containing important parameters such as Net worth, LS Ratio etc.

x) General affidavit by competent person authorized to deal with MMTC Limited may be provided along with photo and residential proof.

xi) Applicant(s) are required to furnish an 'Undertaking' towards assured source of supply for MMTC Limited.

C) Scope of Work/Duties and Responsibilities of the Applicant(s):

i) Selected applicant(s) will be required to offer on FOB/CIF/CFR etc. basis of INCO terms. Applicant(s) should have sufficient experience to supply fertilizer(s)

in minimum lot sizes at least. Applicant(s) should also indicate maximum quantity that can be supplied by them.

ii) Selected applicant(s) to undertake to bear any liability arising out of non-fulfillment of a specific import/export order for which they have been chosen to supply.

iii) The applicant(s), if selected as supplier, after fulfilment of all contractual obligations under the contract, shall be paid only upon realization of sales proceeds from domestic/foreign buyers after deducting trade margin of MMTC Limited.

iv) Selected applicant(s) will charter vessels on behalf of MMTC Limited and shall pay for freight in consultation with MMTC Limited in case they deliver on CIF/CFR etc. basis.

v) Selected applicant(s) shall have to irrevocably undertake to indemnify MMTC LIMITED and keep MMTC LIMITED fully indemnified and harmless against all losses and damages or any other claim whatsoever.

vi) The selected applicant(s) shall arrange to make pre-payment of freights out of own funds.

vii) The selected applicant(s) shall also have to arrange, if required, for transferring the cargo from disport to final destination by surface transport. In such cases the price bid should include such costs up to final destination.

viii) The selected applicant(s) shall be responsible for shortage and quality variation during all the handling operations at load port.

ix) The selected Indian (domestic) applicant(s) shall also be required to obtain necessary insurance cover and they will have to factor in the costs for obtaining such cover in the price offered by them.

x) Applicant(s) should fulfill all above terms and conditions individually.

D) Procurement Plan

Fertilizer(s) as defined above, may be procured by Non-Canalized Fertilizer Trade division of MMTC Limited, Corporate Office, New Delhi, through empaneled applicant(s), subject to mutually acceptable terms and conditions on shipment to shipment basis. Once the empanelment process is over, selected applicant(s) shall be communicated in writing, followed by signing of MoU between MMTC Limited and the empaneled applicant(s). However, MoU shall not be a binding for MMTC Limited to procure goods from the empaneled applicant(s) for award of work.

As and when the requirement arises, the goods shall be procured by MMTC Limited through limited tender process etc. through the empaneled applicant(s)

by award of work as per the Company approved procedures/criteria. Consequent upon award of the contract, supplier shall establish a bid bond, performance guarantee bond etc. as per the contractual obligation, in the format prescribed by MMTC Limited for certain percentage of contract value, at the sole discretion/decision of MMTC Limited.

E) Submission of Expression of Interest

a) Applicant(s) may down-load the Expression of Interest document from the website of MMTC www.mmtclimited.com. Formal application in the enclosed prescribed format, along with full EOI document duly signed by the applicant(s) should be submitted.

b) Authorized representative of the Producer(s)/Supplier(s)/Vendors(s) should provide copy of authorization letter to sign the documents.

c) The applicant (s) should post the duly signed EOI in the Tender Box placed at Fertilizer Division, 6th floor, MMTC Limited, 7 Institutional Area, Core-1 SCOPE Complex, Lodi Road, New Delhi-110017

d) This EOI shall remain open until 17.30 Hours IST as on 28.2.2019, and MMTC LIMITED is not bound by closing date of EOI for award of work. As the work progresses, the shortlisted and empaneled producer(s) / supplier(s)/ vendors(s) will be considered for award of work from time to time.

F) General Terms and Conditions

(i) MMTC Limited reserves the right to accept or reject any offer of EOI without assigning any reasons whatsoever, thereof.

(ii) The applicant(s) may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive.

(iii) The empaneled applicant(s) can also be asked to furnish any additional information from time to time without assigning any reasons thereof.

(iv) The empaneled applicant(s) shall ensure compliance of all Government regulations /conventions /policies /guidelines /orders, in force in India.

(v) The applicant(s) must specify and inform while making application with respect to their inability to provide for any document in terms of Expression of Interest (EOI); and enclose the deviation sheet giving reasons for non-submission of any particular document.

G. No Contractual Obligation

MMTC Limited is not bound contractually or in any way to any of the applicant(s) to this EOI. MMTC LIMITED is not liable for any costs or compensation in relation to the consideration of this EOI incurred by the applicant(s).

H. Disclaimer

Merely applying against this EOI shall not be construed in any way by the applicant(s) as a commitment or an obligation on the part of MMTC Limited to proceed with all or any part of the EOI process. MMTC Limited at its absolute discretion/decision may choose to abandon the EOI either in part or in whole without giving prior notice to the applicant(s).

I. EOI for supply of non-canalized fertilizers

Sl. No.	Particulars	Details
1.	Name of the Company/Firm	
2.	Address: a) Regd./Head Office: b) Branch / Sales office: c) Godown: d) Mines / Factory / Workshop: e) Telegraphic Address f) Telephone No. /Nos. g) Mobile / Pager No. /Nos. h) E-Mail Address	
3.	Kind of ownership: a) If a limited Concern, Name & Address of Directors & Managing Director b) If Single Owner, Name & Address of the Proprietor & Authorised Manager, if any c) If partnership, Name & Address of Partners d) Whether Government/ Semi Government/ PSU/ Private Limited/ Public Limited Company / Partnership	

4.	<p>Registration:</p> <p>a) Name of the Authority under which the Company/Firm is registered:</p> <p>b) Sales Tax Registration No. (attach copies of certificates):</p> <p>c) Income Tax Registration No (attach latest income Tax Clearance Certificate):</p> <p>d) Import Export Code (IEC)/ License No.</p>	
5.	Details of Manufacturing Facilities	
6.	<p>i) Producer(s) of goods are required to submit 'Producers Certificate' issued by department of agriculture /fertilizer in their respective home countries</p> <p>ii) Those supplier(s) / vendor(s) representing the producer(s) are required to furnish 'Letter of Authority' from their respective producer(s).</p>	
7.	Importable/Exportable Quantity	
8.	Name of the major buyers in India/ Overseas	
9.	Details of quantity/ type/ grade/type of fertilizer supplied to India during the last five (5) years with client details.	
10.	Audited annual accounts for the last three years	

11.	Has the company been black listed / banned in India by the Government of India/ PSUs & other Govt. organizations/ by law/ in India or any other country and if yes, details thereof	
12.	Declaration/Undertaking as per EOI to be given in the Company's letter head.	
13.	All documents as per EOI (In case photo copies are submitted, they should be duly certified as true copies with the company seal).	
14.	List of products to be supplied by the applicant (s):	1..... 2..... 3..... 4.....
15.	Deviation sheet if any	1..... 2..... 3..... 4.....

Guidelines for bidders for participating E- tender with regard to DSC

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 6813 6878	info@abcProcure.com
	+91-(79)- 6813 6845	
	+91-(79)- 6813 6866	
	+91-(79)- 6813 6841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 6813 6854	support@abcProcure.com
	+91-(79)- 6813 6849	
	+91-(79)- 6813 6848	
	+91-(79)- 6813 6850	pankesh@eptl.in

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-Tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to

make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

SUBMISSION OF BIDS

The offer complete in all respect to be submitted to our e-Tendering portal only as per special terms and conditions contained in the document and the copy of the 'Technical Bid' with the name and address of the bidders in envelop super scribed "TENDER FOR EXPRESSION OF INTEREST" should be dropped in Tender Box kept in Fertilizer Division, 6th Floor, Scope Complex, Lodhi Road, New Delhi, latest by 1730 HRS as on 28/02/2019.

Registration for empanelment through MMTC online portal i.e. <https://mmtc.abcprocure.com> is a mandatory requirement. The bidders are required to upload the desired documents online as per EOI, and the attested/certified copies of the desired documents as per EOI in original may please be sent by courier/ postal services on the following address to:

General Manager, MMTC Limited, Fertilizer division, 6th floor, Core-1, SCOPE complex, Lodi road, New Delhi-110003

DECLARATION

(To be given in Company Letter Head)

MMTC Limited
7, Institutional Area
Core-1, SCOPE Complex
Lodi Road
New Delhi-110003

We, _____, declare that none of our sister concerns/associates belonging to our group is participating/submitting the EOI.

This is also to confirm that the applicant has not been blacklisted/banned/de-listed or put on holiday by the Government of India, any of the State Governments or any PSU & GOI organizations in India during the last five (5) years.

(Signature of Authorised Signatory with Seal)

MEMORANDUM OF UNDERSTANDING
BETWEEN

MMTC LTD (BUYER)

AND

M/s _____ (SELLER)

This memorandum of understanding (MoU) is made at Delhi, this _____ day of _____ the between MMTC Limited, a central government public sector enterprises having its office at MMTC Limited 7, institutional area, core-1, scope complex, Lodi road, new deli-110003 through its authorized representative _____ (full details) duly authorised by the board vide resolution, dated _____ in this behalf. Here after referred to as 'buyer' which expression shall mean and include its successor, administrators, executor and assignee of the first part.

The _____ having its registered office at _____ through its authorized representative _____ (full details) duly authorized in this behalf by the board vide resolution, dated _____ in this behalf. Herein referred to as 'seller' which expression shall mean and include its successor, administrators, executor and assignee of the second part.

And whereas, MMTC Limited is the buyer and M/s. _____ is seller.

And whereas, seller is legally authorized to sell _____ (product) to buyer with off-take arrangement with m/s _____ (producer/supplier/vendor/trader) for sourcing of _____ (products).

Now therefore both the parties agree as under:

1. OBJECTIVE AND SCOPE

1.1 The main objective of this MoU is to define the possibility of entering into a long-term buy/supply arrangement for fertilizer commodity (name) _____

- 1.2** MMTC Limited may keep seller updated on the requirements of the prospective customers in India to enable seller to plan shipments.
- 1.3** Both MMTC Limited and seller may extend assistance to each other for the promotion of goods agreed to be supplied in terms of MoU.
- 1.4** seller shall offer goods agreed to be supplied in terms of MoU to MMTC Limited based on the requirement indicated by MMTC Limited from time to time.
- 1.5** fertilizer commodity (name)_____ Shall be offered by seller to MMTC Limited as per agreed INCO terms and terms and conditions contained in the agreement/contract if any signed between the two parties.
- 1.6** Seller shall offer price to MMTC Limited for goods agreed to be supplied in terms of MoU and terms and conditions contained in the agreement/contract signed between the two parties with 30 days' validity period for finalization of the business transaction.
- 1.7** Seller shall offer to sell goods agreed to be supplied in terms of MoU and as per the mutually agreed terms as per the contract/ agreement. Seller shall arrange for interest free credit for MMTC LIMITED on 30/90/180 days' basis from the date of shipment as and when required by MMTC Limited for their end buyers on back to back basis if any.
- 1.8** Quantities (s) offered by the seller to MMTC Limited indicating the price as well as shipment schedule, may or may not vary on consignment to consignment basis.
- 1.9** MMTC Limited shall add its trade margin on shipment to shipment basis for quoting to end buyer and price payable to seller shall be as per the terms of signed contract/agreement by the authorised representatives of MMTC Limited and the seller.
- 1.10** payment terms shall be mutually discussed and agreed between MMTC Limited and the seller, prior to entering into final contract towards procurement and sale of goods per terms of MoU.

2. CONFIDENTIALITY

The parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of contract and one year after the completion or termination of the contract. Neither party shall disclose any such information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the parties or (ii) is made in connection with a party's assertion of a claim or defence in a legal proceeding, and that in either of these events, the party intending to make such disclosure shall advise the other party in advance and cooperate to minimize the disclosure of any such information.

3. TERMINATION

- 3.1** Either MMTC LIMITED or seller can terminate this MoU giving 30 days' written notice to the other party. Upon termination of this MoU, neither MMTC LIMITED nor the seller shall have any continuing obligation or liability towards the other party with respect to this MoU. It is reiterated that MoU in any case shall not be a binding on MMTC limited to procure goods from the empaneled applicant(s) for award of work. However, the seller shall fulfill all contractual obligations in vogue or the contract(s)/agreement(s) which has/have already been signed between MMTC LIMITED and the seller under this MoU.

4. CONSTRUAL

This MoU shall not be construed to be creating a partnership for any purpose between MMTC Limited and the seller nor shall either of the party herein act as an agent of any third party.

5. NOTICE

For the purpose of this agreement, any notice and all other communication provided for in this agreement shall be in writing and shall be deemed to have been duly given when received at the respective addresses set forth below:

a) For seller:

b) For buyer: MMTC Limited, Core 1, SCOPE Complex, 7 Institutional Area, Lodi road, New Delhi 110003.

6. ADDRESS (S)

6.1 Address (s) of MMTC limited (buyer) for communication:

Core 1, SCOPE Complex, 7 Institutional Area, Lodi road, New Delhi 110003.

Website: www.mmtclimited.com

Contact No: 011-24361370, 24381292, 24381360, 24381392,24381228

E Mails: lsandhya@mmtclimited.com, manojk@mmtclimited.com,
jprakash@mmtclimited.com

6.2 Address (s) of Seller for communication:

7. NON-BINDING EFFECT

The terms and conditions set forth herein in this MOU shall not be legally binding upon MMTC Limited nor the seller, unless supported by a written and signed agreement /contract by the authorised representative(s) of MMTC limited and the seller, incorporating agreed definitive terms and each transaction conditions, thereby agreeing to buy or sell goods as per MOU. The contract/agreement entered into between both MMTC limited and the seller shall be binding on both the parties.

8. ARBITRATION

8.1 ICA ARBITRATION CLAUSE

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian council of arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be laws of India. The seat of arbitration shall be new Delhi, India. The language of arbitration shall be English.”

8.2 JURISDICTION CLAUSE

The courts of Delhi shall have exclusive jurisdiction on any dispute that arises out of or in connection with this MoU. This MoU is governed and shall be construed in accordance with the laws of India.

9. EFFECTIVE DATE AND DURATION

9.1 The memorandum of understanding shall be effective from the date of its execution and shall be valid for one year and thereafter expired unless extended by mutual consent by both the parties in writing.

9.2 The holiday listing clause:

“Notwithstanding anything contained in this agreement, MMTC’s policy for holiday-listing of some agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC LIMITED at its sole discretion reserves the right to suspend / discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

Signed on this _____ day of _____ 2019

FOR MMTC LIMITED _____

FOR SELLER _____

Authorised signatories

Seal

Authorised signatories

Seal

Witnesses

1

1

2

2

Witnesses

ANNEXURE – II

INTEGRITY PACT

(AS RECOMMENDED BY THE CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA VIDE ITS CIRCULAR NO. 02/01/2017 DATED 13/01/2017 FOR ADOPTION OF STANDARD OPERATION PROCEDURE (SOP) FOR ADOPTION OF INTEGRITY PACT IN GOVERNMENT DEPARTMENT/ORGANISATIONS)

“MMTC LIMITED, 7, INSTITUTIONAL AREA, CORE-1, SCOPE COMPLEX, LODI ROAD, NEW DELHI-110003, HEREINAFTER, REFERRED TO AS BUYER (FIRST PARTY) REPRESENTED BY CMD MMTC LIMITED IN TERMS OF STATUTORY OF REGULATORY AUTHORITY ENTERS INTO AN INTEGRITY PACT WITH M/s _____ (FULL ADDRESS) HEREIN AFTER REFERRED TO AS SELLER (SECOND PARTY) REPRESENTED BY _____ (FULL ADDRESS).

MMTC LIMITED (FIRST PARTY), WHEREAS, IS THE BUYER AND THE M/s _____ (SECOND PARTY) IS THE SELLER ENGAGED IN LEGALLY AUTHORISED TO SELL FERTILIZER ETC. TO MMTC LIMITED (FIRST PARTY) WITH OFF-TAKE ARRANGEMENT WITH M/s _____ (PRODUCER/SUPPLIER/VENDOR/TRADER) FOR SOURCING OF FERTILIZER _____.

PREAMBLE

WHEREAS, MMTC LIMITED IS A PUBLIC SECTOR UNDERTAKING (PSU), AN INTERNATIONAL TRADING COMPANY OF REPUTE, DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES INCLUDING FERTILIZERS AS PER THE FERTILIZER (CONTROL) ORDER, 1985, NO.11-3/83-STU, AS COMMUNICATED BY GOVERNMENT OF INDIA, MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (DEPARTMENT OF AGRICULTURE AND COOPERATION) FROM TIME TO TIME. WHEREAS, MMTC LIMITED 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(S)/SUPPLIER(S)/VENDOR(S)/BIDDER(S). 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 MOU/AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE BUSINESS GOALS, MMTC LIMITED 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 AGREEMENT/CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC LIMITED

1. MMTC LIMITED COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:
 - A) NO EMPLOYEE OF MMTC LIMITED, 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 LIMITED 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 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, MMTc.

SECTION 10 – OTHER PROVISIONS

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

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

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

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

(FOR & ON BEHALF OF MMTC LIMITED)

(FOR & ON BEHALF OF BUYER
MANUFACTURER/ SUPPLIER/
VENDOR /

(OFFICE SEAL)

(OFFICE SEAL)

PLACE:

DATE:

WITNESS 1: WITNESS 2:

NAME:

NAME:

ADDRESS:

ADDRESS:

FRAUD PREVENTION POLICY

- (1) COMMITMENTS OF THE MANUFACTURER(S)/ BIDDER(S) / CONTRACTOR(S) / BUYER(S) / VENDOR(S):** THE BIDDER(S)/ CONTRACTOR(S) / BUYER(S) /VENDOR(S) SHALL BE BOUND TO TAKE ALL MEASURES NECESSARY TO PREVENT FRAUD AND CORRUPTION WHILE DEALING WITH MMTC LIMITED. 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’C 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) / VENDOR(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)/VENDOR(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)/VENDOR(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) /VENDOR(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.

- a. THE BIDDER(S) / CONTRACTOR (S) / BUYER(S) / VENDOR(S) SHALL NOT INSTIGATE THIRD PERSON TO COMMIT OFFENCES / ACTIVITIES OUTLINED IN FRAUD PREVENTION POLICY OR BE AN ACCESSORY TO SUCH OFFENCES.
 - b. THE BIDDER(S)/ CONTRACTOR(S)/ BUYER(S)/VENDOR(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) /VENDOR(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) / VENDOR(S) FROM UNDERTAKING ANY TRANSACTION WITH MMTC AND/OR DECLARE THE BIDDER(S) / CONTRACTOR(S) / BUYER(S) / VENDOR(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.