

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2017-18/2  
DATED 19.05.2017, FOR SUPPLY OF MOP IN BULK

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

1	COMMODITY	MURIATE OF POTASH (MOP) IN LOOSE BULK CONFIRMING TO INDIAN FCO IN RED / PINK COLOUR.
2	QUANTITY	TWO SHIPMENTS OF 25000 MT+/- 10% EACH OF MURIATE OF POTASH (MOP). FIRST SHIPMENT IS FIRM AND SECOND SHIPMENT AT MMTC'S OPTION.
3	SHIPMENT SCHEDULE	VESSEL ARRIVAL AT TUTICORIN: FIRST SHIPMENT DURING JUNE 2017 (FIRM) SECOND SHIPMENT DURING AUGUST 2017 (AT MMTC/BUYER'S OPTION)
4	ORIGIN	TO BE INDICATED BY BIDDERS.
5	SPECIFICATIONS:	<p>MOISTURE, PER CENT BY WEIGHT, MAXIMUM : 00.50%</p> <p>WATER SOLUBLE POTASH CONTENT AS K<sub>2</sub>O, PER CENT BY WEIGHT, MINIMUM : 60.00%</p> <p>(POTASSIUM OXIDE)</p> <p>SODIUM AS NaCl, PER CENT BY WEIGHT, (ON DRY BASIS), MAXIMUM : 03.50%</p> <p>PURITY OF KCl, PER CENT BY WEIGHT, MINIMUM : 95.00%</p> <p>(POTASSIUM CHLORIDE)</p> <p>PARTICLE SIZE: 65% OF THE MATERIAL SHALL PASS THROUGH 1.7 MM IS SIEVE AND BE RETAINED ON 0.25 MM IS SIEVE.</p> <p>TOLERANCE LIMITS SHALL BE AS PER FCO.</p> <p>CRYSTALLINE FREE FLOWING RED OR PINK COLOUR OF DARK SHADE AND FREE FROM VISIBLE CONTAMINATION OR CLAY AND GRIT.</p>
6	PRICE	BOTH CFR TUTICORIN AND FOB LOAD PORT PRICES ON 180 DAYS CREDIT BASIS. PLEASE NOTE THAT BOTH FOB AND CFR RATES ARE TO BE QUOTED FAILING WHICH THE OFFER IS LIABLE TO BE REJECTED. MMTC SHALL PLACE THE PURCHASE ORDER WITH BOTH FOB AND CFR OPTIONS AND RESERVE THE RIGHT TO ACCEPT EITHER THE FOB OR THE CFR OPTION ON A SHIPMENT-TO-SHIPMENT BASIS.
7	PAYMENT	PAYMENT SHALL BE ON 180 <sup>TH</sup> DAY FROM BL DATE BY LC. LC OPENING CHARGES AND BANK CHARGES IN INDIA SHALL BE TO MMTC/BUYER'S ACCOUNT. ALL CHARGES OUTSIDE INDIA, INCLUDING CONFIRMATION CHARGES, IN CASE CONFIRMATION IS REQUIRED, SHALL BE TO SELLER'S ACCOUNT. ACCEPTANCE OF THE MATERIAL SHALL BE BASED ON SAMPLES DRAWN BY CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER. WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/BUYER AT THE PORT OF DISCHARGE. THE PAYMENT SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS.
8	VALIDITY OF OFFER	BID SHALL BE VALID AT LEAST TILL 1800 HRS IST ON 12/06/2017.
9	EMD	ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND PRODUCER

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		SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTc AT 3% OF CONTRACT VALUE.
10	BID SUBMISSION DATE	<p>BIDS SHALL BE SUBMITTED ON A TWO-PART BASIS, PART A (TECHNO COMMERCIAL) AND PART B (PRICE BID).</p> <p>DUE DATE / TIME FOR SUBMISSION OF BIDS: 25/05/2017 - 1100 HRS IST.</p> <p>DUE DATE/ TIME FOR OPENING OF BIDS: 25/05/2017 - 1130 HRS IST</p> <p>BIDS SHALL BE COMPLETE GIVING ALL THE REQUIREMENTS AS PER THE ENQUIRY. EVALUATION OF BIDS SHALL BE MADE BASED ON THE DETAILS GIVEN IN THE BID. POST-BID CLARIFICATIONS ON PRICE, QUANTITY, DELIVERY SCHEDULE, LAY TIME, PAYMENT TERMS AND SHIPMENT TERMS ARE UNACCEPTABLE EXCEPT AGAINST ANY POST BID CLARIFICATION AS REQUIRED BY MMTc. POST BID CLARIFICATIONS ON SUO-MOTU BASIS WILL BE SUMMARILY REJECTED AND SUCH ACTION BY BIDDERS WILL BE VIEWED SERIOUSLY.</p>
11	SHIPPING DOCUMENTS	<p>SELLER SHALL PRESENT FOLLOWING SHIPPING DOCUMENTS FOR PAYMENT PURPOSE:</p> <p>A) THREE ORIGINAL AND THREE NON-NEGOTIABLE COPIES OF CLEAN ON BOARD BILLS OF LADING MARKED FREIGHT PAID/PAYABLE BY SHIPPER AS PER CHARTER PARTY. IN CASE OF CHARTER PARTY BILLS OF LADING, IT SHOULD BEAR AN ENDORSEMENT THAT ALL THE RELEVANT TERMS AND CONDITIONS OF THE RELATIVE CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN.</p> <p>THE B/LS TO SHOW:</p> <ol style="list-style-type: none"> <li>1] NOTIFY BUYER</li> <li>2] PURCHASE ORDER NUMBER</li> <li>3] FREIGHT PREPAID</li> </ol> <p>B) THREE SIGNED COMMERCIAL INVOICES AND THREE COPIES OF THE SAME BASED ON THE BILL OF LADING QUANTITY AND SURVEYOR'S CERTIFICATE OF ANALYSIS. THE INVOICE SHALL SHOW THE FOLLOWING:</p> <ol style="list-style-type: none"> <li>1] B/L NO. AND DATE</li> <li>2] IMPORT LICENSE - FREE IMPORT AS PER CHAPTER 2 PARA 2.1 OF FOREIGN TRADE POLICY 2009 – 14.</li> <li>3] PURCHASE ORDER NO.</li> </ol> <p>C] CERTIFICATE OF ORIGIN ISSUED BY THE CONCERNED CHAMBER OF COMMERCE.</p> <p>D] CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR.</p> <p>E] CERTIFICATE OF QUALITY/ANALYSIS ISSUED BY INDEPENDENT SURVEYOR.</p> <p>F] A CERTIFICATE FROM THE SELLER STATING THAT FAX HAS BEEN SENT TO MMTc/BUYER'S UNDERWRITERS FOR INSURANCE PURPOSES.</p> <p>G] A CERTIFICATE FROM THE SELLER TO THE EFFECT THAT THE GOODS SUPPLIED IS IN ACCORDANCE WITH THE RELATIVE PURCHASE ORDER.</p> <p>H] A CERTIFICATE IN ORIGINAL FROM MMTc/BUYER FOR THE ACCEPTANCE OF QUANTITY AND QUALITY BASED ON FINDINGS AT DISCHARGE PORT.</p> <p>I] STOWAGE PLAN.</p>

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12	LIQUIDATED DAMAGES:	THE AGREED SHIPMENT DATES SHALL BE FIRM AND SHALL BE TREATED AS THE ESSENCE OF THE CONTRACT. ANY DELAY IN EFFECTING THE SHIPMENT SHALL RENDER THE SELLER LIABLE FOR LIQUIDATED DAMAGES AT THE RATE OF 1/2% OF THE VALUE OF THE SHIPMENT FOR EVERY WEEK OR PART THEREOF DELAY SUBJECT TO A MAXIMUM OF 2% OF THE VALUE OF THE SHIPMENT. THIS VALUE SHALL BE EITHER FOB OR CFR AS PER THE OPTION EXERCISED BY MMTC/BUYER.
13	DEFAULT	IN THE EVENT OF ANY DEFAULT BY THE SELLER IN EXECUTING THE PURCHASE ORDER IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR TERMS AND CONDITIONS OF THE PURCHASE ORDER, MMTC/BUYER MAY TERMINATE THE PURCHASE ORDER WITHOUT PREJUDICE TO ANY OTHER RIGHT, REMEDY OR OPTION MMTC/BUYER MAY HAVE. IN THE EVENT OF SUCH TERMINATION, MMTC/BUYER SHALL HAVE THE RIGHT TO PROCURE THE GOODS FROM OTHER SOURCES AT THE RISK AND COST OF THE SELLER.
14	DETERMINATION OF QUALITY AND QUANTITY	<p>I. THE SUPPLIER SHALL ENSURE THAT THE GOODS SHIPPED CONFORM TO THE AGREED QUALITY AND SPECIFICATIONS AND SHALL NOT SHIP GOODS WHICH DO NOT CONFORM TO THE AGREED QUALITY AND SPECIFICATION.</p> <p>II. MMTC/BUYER RESERVES THE RIGHT, AT ITS OPTION AND COST, TO HAVE MATERIAL INSPECTED BEFORE SHIPMENT IN REGARD TO QUALITY AND SPECIFICATIONS. THE SUPPLIER / SHIPPER SHALL TENDER THE MATERIAL FOR INSPECTION TO THE AGENCY TO BE NOMINATED BY MMTC/BUYER AND SHIPMENT SHALL BE EFFECTED ONLY AFTER THE MATERIAL IS INSPECTED. THE SUPPLIER / SHIPPER WILL PROVIDE FREE OF COST FACILITIES TO THE INSPECTION AGENCY AT THE LOAD PORT FOR TAKING SAMPLES.</p> <p>III. IRRESPECTIVE OF WHETHER MMTC/BUYER APPOINTS INSPECTION AGENCY OR NOT, IT WILL BE OBLIGATORY ON THE PART OF THE SUPPLIER TO OBTAIN CERTIFICATE OF INSPECTION FROM INTERNATIONALLY REPUTED INSPECTION AGENCY TO THE EFFECT THAT MATERIAL IS IN ACCORDANCE WITH THE SPECIFICATIONS LAID DOWN IN THE CONTRACT. THIS SHALL ACCOMPANY THE SHIPPING DOCUMENTS. THE INSPECTION FEE SHALL BE BORNE BY SUPPLIER.</p> <p>IV. FOR THE PURPOSE OF DETERMINING QUALITY, THE INSPECTION AGENCY MAY AT THEIR DISCRETION DRAW SAMPLES OF THE MATERIAL AT THE PRODUCING FACTOR AS SPECIFIED IN THE CONTRACT BUT SHALL DRAW SAMPLES IN ALL CASES IN THE CUSTOMARY MANNER DURING THE LOADING OF THE VESSEL WITH A VIEW TO ENSURE THAT THE MATERIAL CONFORMS TO THE CONTRACTUAL SPECIFICATIONS. ANALYSIS REPORT SHOULD SPECIFY THE NUTRIENTS AND OTHER REQUIREMENTS OF THE CONTRACTUAL SPECIFICATIONS. THE REPORT SHALL</p>

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		<p>SPECIFY THE METHODS OF ANALYSIS USED, TYPE OF SIEVE USED FOR DETERMINATION OF PARTICLE SIZE AND ALSO THE CONTRACT NUMBER, THE QUANTITY LOADED AND NAME OF THE VESSEL. A CLEAR INSPECTION NOTE WILL BE RELEASED BY THE INSPECTION AGENCY ONLY IF THEY ARE SATISFIED THAT THE CARGO MEETS CONTRACTUAL SPECIFICATIONS.</p> <p>V. SAMPLE SHALL BE DRAWN BY CFQCL IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON SUPPLIER.</p> <p>VI. IN CASE THE CARGO IS NOT MEETING THE FCO SPECIFICATIONS, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST THEREOF IMMEDIATELY ON MMTC/BUYER'S FIRST DEMAND FAILING WHICH PENALTY @18% P.A. SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p>
15	WEIGHMENT	WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/BUYER AT THE PORT OF DISCHARGE. THE PAYMENT SHALL BE BASED ON B/L QUANTITY OR DRAFTS SURVEY WHICHEVER IS LESS. QUANTITY DECLARED AS DAMAGED CARGO SHALL ALSO BE TREATED AS QUANTITY DELIVERED SHORT AND SHALL BE TREATED ACCORDINGLY.
16	TITLE AND RISK	TITLE TO THE GOODS AND RISK SHALL PASS FROM SELLER TO MMTC/BUYER AS PER INCOTERMS 2000, AS AMENDED FROM TIME TO TIME.
17	AMENDMENT OF THE PURCHASE ORDER	ANY AMENDMENT OR MODIFICATION TO THIS PURCHASE ORDER SHALL BE MADE IN WRITING WITH THE CONCURRENCE OF THE SELLER, WHERE REQUIRED.
18	LAW	THE GOVERNING LAW FOR THIS PURCHASE ORDER SHALL BE INDIAN LAW. THE PROPER LANGUAGE OF THE PURCHASE ORDER SHALL BE ENGLISH. THE SELLER AGREES TO SUBMIT HIMSELF TO THE JURISDICTION OF INDIAN COURTS OF LAW.
19	ARBITRATION	IF ANY DISPUTE (S) ARISES OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR IN RESPECT OF ANY DEFINED LEGAL RELATIONSHIP ASSOCIATED THEREWITH OR DERIVED THEREFROM, THE PARTIES AGREE TO SUBMIT THE DISPUTES TO ARBITRATION UNDER THE ICADR (INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION) ARBITRATION RULES 1996. THE AUTHORITY TO APPOINT THE ARBITRATOR SHALL BE THE INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION. THE NUMBER OF ARBITRATOR SHALL BE ONE AND THE LANGUAGE OF THE ARBITRATION PROCEEDINGS SHALL BE ENGLISH. THE PLACE OF ARBITRATION PROCEEDINGS SHALL BE ERNAKULAM IN KERALA
20	FORCE MAJEURE:	<p>I. IF AT ANY TIME DURING THE EXISTENCE OF THIS CONTRACT IF EITHER SELLER OR MMTC/BUYER IS UNABLE TO PERFORM IN WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTIONS, SABOTAGE, QUARANTINE RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVT. [INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS], FIRES, FLOODS, EXPLOSIONS, EPIDEMICS, STRIKES, EMBARGOES, THEN THE DATE OF EXECUTION OF CONTRACT SHALL</p>

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		<p>BE RESCHEDULED AFTER CONSIDERING MMTC/BUYER'S PRODUCTION REQUIREMENTS, ULLAGE, MARKET CONDITIONS, PRICES, ETC.</p> <p>II. ANY WAIVER/EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF ANY INSTALMENT OR PART OF THE GOODS OCCASIONED DUE TO REASONS IN (I) ABOVE, SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF THE REMAINING DELIVERIES.</p> <p>III. IF OPERATION OF SUCH CIRCUMSTANCES EXCEEDS THREE MONTHS, EACH PARTY SHALL HAVE THE RIGHT TO REFUSE FURTHER PERFORMANCE OF THE CONTRACT IN WHICH CASE NEITHER SELLER NOR MMTC/BUYER SHALL HAVE THE RIGHT TO CLAIM DAMAGES.</p> <p>IV. THE SELLER AND/OR MMTC/BUYER WHO IS UNABLE TO FULFILL THEIR OBLIGATIONS UNDER THE CONTRACT SHALL WITHIN 15 DAYS OF OCCURRENCE OF ANY OF THE CAUSES MENTIONED IN THIS CLAUSE INFORM THE OTHER PARTY, OF THE EXISTENCE AND TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY LOCAL CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR MMTC/BUYER SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.</p> <p>V. NON-AVAILABILITY OF MATERIAL SHALL NOT BE AN EXCUSE TO THE SELLER FOR NOT PERFORMING THEIR OBLIGATIONS UNDER THE CONTRACT.</p>
21	SHIPMENT TERM FOR FOB CONTRACT	<p>I. MMTC/BUYER UNDERTAKES TO PROVIDE TRANSPORTATION FOR CARRIAGE OF THE CARGO IN BULK.</p> <p>II. FOB TERMS BETWEEN SELLER AND THEIR SUPPLIER IF ANY SHALL NOT APPLY FOR CONTRACT ARISING OUT OF THIS ENQUIRY. IT SHALL BE AS PER MMTC/BUYER'S TERMS ONLY (WITH AGREED VARIATIONS). SELLER SHALL FORWARD THE FULL LOADPORT DETAILS, AS WELL AS FIRM LOADPORT LAYCAN WITH A SPREAD OF NOT LESS THAN 5 DAYS, IN CONFORMITY WITH THE PURCHASE ORDER SCHEDULES OR AS REQUIRED BY MMTC/BUYER FOR EACH SHIPMENT, IN CASE SCHEDULE IS NOT FINALISED PRIOR TO ISSUE OF PURCHASE ORDER.</p> <p>III. MMTC/BUYER WILL CHART A SUITABLE VESSEL AND SELLER SHALL FORWARD THEIR ACCEPTANCE OF SUCH NOMINATED VESSEL WITHIN 24 HRS FROM THE NOMINATION. MMTC/BUYER RESERVES THE RIGHT TO SUBSTITUTE NAMED VESSEL AFTER GIVING PRIOR INTIMATION TO THE SELLER.</p> <p>IV. THE VESSEL SHALL REPORT TO THE SELLER OR SELLER'S AGENTS AT THE LOADPORT AND PRESENT HERSELF FOR LOADING THE CARGO AS PER LOADPORT TERMS AND CONDITIONS AS INCORPORATED IN THE CHARTER PARTY.</p> <p>V. INSURANCE: MMTC/BUYER SHALL ARRANGE TO INSURE THE</p>

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		<p>CARGO. ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOADPORT, ETA TUTICORIN SHALL BE FAXED TO MMTC AND OUR UNDER WRITERS, DETAILS TO BE INTIMATED LATER.</p> <p>VI. ALL CLAIMS AT THE LOADPORT LIKE DEMURRAGE, DESPATCH, DEAD FREIGHT, ETC, SHALL BE SETTLED DIRECTLY BETWEEN THE SELLER AND THE VESSEL OWNER. SUITABLE PROVISION SHALL BE MADE TO THIS EFFECT IN THE CHARTER PARTY. MMTC/BUYER SHALL RENDER ASSISTANCE, IF REQUIRED, TO THE SELLER/OWNER IN SETTLING SUCH CLAIMS.</p> <p>VII. SELLER SHALL BE LIABLE FOR ANY DEMURRAGE INCURRED AT THE LOAD PORT ON ACCOUNT OF ANY DELAY IN LOADING OUTSIDE THE PERMISSIBLE LAYTIME. ANY DELAY DUE TO THE VESSEL'S CONDITION OR BREAKDOWN OR INABILITY OF THE VESSEL'S FACILITY TO LOAD CARGO WITHIN THE TIME ALLOWED, SHALL NOT COUNT AS USED LAYTIME. IF CARGO IS NOT AVAILABLE AFTER SHIP HAS ARRIVED IN THE PORT OF LOADING ACCORDING TO SCHEDULE, THE TENDERER SHALL BE RESPONSIBLE FOR THE COSTS AND DEMURRAGE OF THE VESSEL, AND DEAD FREIGHT, IF ANY DUE TO INCOMPLETE LOADING BECAUSE OF THE UN-READINESS OF EITHER PART OR WHOLE OF THE GOODS WHEN THE VESSEL HAS BEEN IN PORT AT DUE TIME, AND THE NOTICE OF READINESS HAS BEEN SERVED AND ACCEPTED.</p> <p>VIII. PORT CHARGES, QUAY DUES AND SIMILAR DUES ON SHIP TO OWNER'S ACCOUNT. SUPPLIER TO PAY ALL DUES, TAXES AND DUTIES ON THE CARGO IN THE COUNTRY OF ORIGIN.</p> <p>IX. THE CARGO SHALL BE LOADED BY SUPPLIER / SHIPPER FREE OF EXPENSES AND RISK TO THE VESSEL BUT UNDER THE SUPERVISION OF MASTER.</p> <p>X. ALL OTHER TERMS AND CONDITIONS NOT INDICATED IN THESE SHIPMENT TERMS SHALL BE AS PER THE TERMS AND CONDITIONS OF THE ORDER AND THE RELEVANT CHARTER PARTY.</p>
22	SHIPMENT TERMS FOR CFR CONTRACT	<p>I. MMTC/BUYER CAN DECLARE CFR OPTION ONLY AFTER GETTING NOC FROM TRANSCART, MINISTRY OF SURFACE TRANSPORT, NEW DELHI. SELLER SHALL PROVIDE AT HIS OWN EXPENSE PROPER TRANSPORTATION FOR CARRIAGE OF THE CARGO IN TRANSIT SUBJECT TO GOVERNMENT OF INDIA POLICY DIRECTIVES IN THIS REGARD. INDIAN FLAG VESSELS TO BE ACCORDED FIRST RIGHT TO REFUSAL. SELLER SHALL FORWARD C/P ON FINALISATION OF VESSEL. FREIGHT SHALL BE PRE-PAID.</p> <p>II. VESSEL NOMINATED SHALL CONFORM TO ISM CODE/GRAIN CODE FOR SAFE OPERATIONS AND POLLUTION PREVENTION AND OTHER STATUTORY REQUIREMENTS OF INDIAN/INTERNATIONAL MARITIME AUTHORITIES, APPLICABLE FOR CARRIAGE OF FERTILISER AS RELEVANT. THE NECESSARY CLEARANCE FROM PORT AUTHORITIES ON ACCOUNT OF</p>

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		<p>AGE/CLASS/FLAG TO BE OBTAINED BY SUPPLIERS/VESSEL OWNERS. NON-COMPLIANCE OR LACK OF NECESSARY SUPPORTING DOCUMENTS TO SHOW COMPLIANCE WITH THE ABOVE AND CONSEQUENT DAMAGES, IF ANY, SHALL BE TO SELLER'S ACCOUNT. AS PER SHIPPING DEVELOPMENT CIRCULAR ISSUED BY DG SHIPPING, CARGO VESSELS VISITING AN INDIAN PORT ON THE WEST COAST OR PLYING IN THE INDIAN TERRITORIAL WATERS IN THE ARABIAN SEA OR THE INDIAN EEZ DURING THE PERIOD OF FOUL WEATHER (BEING 1ST JUNE TO 31ST AUGUST), SHALL BE LESS THAN 25 YEARS OF AGE. IN CASE THE CHARTERED BY THE SUPPLIER IS 20 YEARS OR MORE OF AGE, THE SHIPPING AGENT OF THE SUPPLIER SHALL OBTAIN NECESSARY CLEARANCE FROM THE AUTHORITIES AND THE TIME TAKEN TO OBTAIN SUCH CLEARANCE SHALL BE TO SHIP OWNERS'/ SUPPLIERS' ACCOUNT AND THE SAME SHALL BE EXCLUDED WHILE CALCULATING THE LAYTIME.</p> <p>III. DISCHARGE RATE : 5000 MT PWWD SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE TUTICORIN PORT TRUST.</p> <p>IV. DEMURRAGE RATE AND DESPATCH RATE: SHALL BE INDICATED BY SELLER WHILE NOMINATING THE VESSEL. [DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE]</p> <p>V. DISCHARGE PORT : 1/2 SB TUTICORIN. COST OF SHIFTING BETWEEN BERTHS INCLUDING BUNKER FUEL USED SHALL NOT BE BORNE BY MMTC/BUYER AND TIME USED IN SHIFTING SHALL NOT BE COUNTED AS LAYTIME OR TIME ON DEMURRAGE.</p> <p>VI. ARRIVAL DRAFT AT TUTICORIN: NOT TO EXCEED 10.7 METER.</p> <p>IN CASE ARRIVAL DRAFT EXCEEDS PERMISSIBLE DRAFT, LIGHTENING TO BE ARRANGED BY SELLER AT THEIR OWN RISK AND COST INCLUDING TIME LOST. IT SHALL BE SELLER'S RESPONSIBILITY TO ENSURE THAT THE VESSEL ARRIVES WITH THE PERMISSIBLE/AVAILABLE DRAFT AT TUTICORIN WHICHEVER IS LESS.</p> <p>(a) THE VESSEL SHALL GIVE FREE USE OF ALL AVAILABLE GEAR FOR DISCHARGING AS ALSO LIGHTS FOR NIGHT WORK ON BOARD. SELLER SHALL ALLOW FREE USE OF GEAR, WINCHES AND DERRICKS. IF ALL GEAR'S ARE NOT AVAILABLE, DISCHARGE RATE TO BE REDUCED PROPORTIONATELY.</p> <p>(b) COST OF OPENING AND CLOSING OF HATCHES SHALL BE TO SHIP OWNERS / SUPPLIER'S ACCOUNT AND TIME USED NOT TO COUNT AS LAY TIME.</p> <p>(c) OVERTIME TO THE ACCOUNT OF PARTY ORDERING THE SAME. OFFICERS' / CREWS' OVERTIME TO BE ALWAYS FOR SUPPLIER'S / SHIP OWNER'S ACCOUNT.</p> <p>(d) TIME CONSUMED BY THE VESSEL IN MOVING FROM THE</p>
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		<p>DISCHARGE PORT / ANCHORAGE TO ANCHORAGE / DISCHARGING BERTH WILL NOT COUNT AS LAY TIME.</p> <p>(e) ALL EXPENSES AND COSTS ARISING FROM THE FAILURE OF THE MACHINES/EQUIPMENTS OF THE VESSEL, OR IF THE VESSEL IS PULLED OUT FROM THE BERTH ON ACCOUNT OF SAFETY REASONS BY THE PORT TO BE ON THE ACCOUNT OF SELLERS.</p> <p>VII. THE FOLLOWING VESSEL DETAILS SHALL BE FURNISHED BY SELLER WHILE NOMINATING VESSEL,</p> <p>I] FLAG</p> <p>II] CLASSIFICATION</p> <p>III] YEAR OF BUILT</p> <p>IV] GRT/NRT, LOA &amp; DRAFT</p> <p>V] REGISTERED OWNERS</p> <p>VI] OPERATORS</p> <p>VII] CHARTERERS</p> <p>VIII] P&amp;I CLUB</p> <p>IX] HULL U/W &amp; TERMS OF COVER</p> <p>X] PARTICULARS OF PERFORMANCE OF VESSEL'S LAST 2 VOYAGES.</p> <p>XI] AGENTS AT LOAD PORT AND DISCHARGE PORT.</p> <p>XII] DEMURRAGE AND DESPATCH RATES.</p> <p>VIII. EXPECTED LOADING DAYS AND ARRIVAL DATE AT TUTICORIN SHALL BE INTIMATED TO MMTc/BUYER FOR EACH SHIPMENT WHILE NOMINATING THE VESSEL IN CONFORMITY WITH THE PURCHASE ORDER.</p> <p>IX. INSURANCE:</p> <p>THE VESSEL CHARTERED BY SELLER SHALL NOT BE MORE THAN 15 [FIFTEEN] YEARS IN AGE AND SHALL BE OF THE HIGHEST LLOYD'S OR EQUIVALENT CLASSIFICATION, FAILING WHICH SELLER SHALL BE LIABLE FOR ANY ADDITIONAL INSURANCE PREMIUM PAID OR PAYABLE BY US. ANY EXTRA INSURANCE AND CUSTOMS DUTY THEREON DUE TO AGE/CLASS/FLAG/GIC NON-APPROVAL OF VESSEL SHALL BE TO SELLER'S ACCOUNT. SAME SHALL BE DEDUCTED FROM THE SELLER'S BILLS. WAR RISK PREMIUM FOR VESSEL AND CREW BONUS, IF ANY PAYABLE TO VESSEL OWNERS AS PER C/P FOR CALLING AT NOMINATED LOAD PORT IS TO BE BORNE BY SELLER.</p> <p>X. ON COMPLETION OF LOADING, SAILING DETAILS SUCH AS QUANTITY, B/L NO. AND DATE, LOADPORT, ETA TUTICORIN TO MMTc AND MMTc/BUYER'S UNDER WRITERS, DETAILS WILL BE INTIMATED LATER.</p> <p>XI. SELLER SHALL OBTAIN, FROM THE CARRIER AT HIS OWN EXPENSE ON BOARD SHIPPED, OCEAN BILL OF LADING, CLEAN</p>
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		<p>AND TRANSFERABLE IN THE NAME OF MMTC/BUYER, DEALING ONLY WITH THE CARGO AS PER THE PURCHASE ORDER TO TUTICORIN, INDIA AND COURIER THE COPIES OF THE SHIPPING DOCUMENTS.</p> <p>XII. THE SAILING PROGRESS OF VESSEL SHALL BE REPORTED TO GENERAL MANAGER [MARKETING] BY FAX [91-484-2546934/2546831] AT LEAST 72 HOURS BEFORE ARRIVAL, STATING THE ANTICIPATED HOUR OF ARRIVAL. SIMILAR NOTICE SHALL BE GIVEN AT LEAST 48 HOURS, 36 HOURS AND 24 HOURS IN ADVANCE OF THE ETA OF VESSEL AND THEREAFTER ANY CHANGE EVERY 1 HOUR.</p> <p>XIII. LAYTIME: BASED ON DISCHARGE RATE OF 5000 MT PWWD SHEX EIU. IN SHEXEIU, "H" STANDING FOR "HOLIDAY" SHALL MEAN THE HOLIDAYS DECLARED BY THE TUTICORIN PORT TRUST.</p> <p>N.O.R. TIME: NOR SHALL BE TENDERED DURING OFFICIAL WORKING HOURS ONLY, I.E. BETWEEN 09:30 HRS TO 17:00 HRS FROM MONDAY TO FRIDAY AND 09:30 HRS TO 12:00 HRS ON SATURDAY.</p> <p>LAYTIME SHALL COMMENCE ONLY 24 HOURS AFTER THE RECEIPT AND ACCEPTANCE OF NOTICE OF READINESS [N.O.R.] AS ABOVE AND SHALL END ON COMPLETION OF DISCHARGE.</p> <p>TIME SHALL NOT BE COUNTED BETWEEN 12.00 NOON ON SATURDAY AND 8.00 A.M. ON MONDAY AND NOT BETWEEN 5.00 P.M. (NOON IF SATURDAY) ON THE LAST WORKING DAY PRECEDING A LOCAL AND LEGAL HOLIDAY AND 8.00 A.M. ON THE FIRST WORKING DAY THEREAFTER EVEN IF USED, UNLESS THE VESSEL IS ALREADY ON DEMURRAGE. RECEIVERS HAVE THE RIGHT TO WORK DURING EXCEPTED PERIOD SUCH TIME USED NOT TO COUNT AS LAY TIME.</p> <p>IF THE PORT AUTHORITIES PROHIBIT DISCHARGING DURING NIGHT TIME, TIME SO LOST SHALL NOT COUNT AS USED LAYTIME.</p> <p>XIV. BERTHING DELAY ON ACCOUNT OF ANY REASON OVER WHICH MMTC/BUYER HAS NO CONTROL INCLUDING BUT NOT LIMITED TO TIDE NOT BEING AVAILABLE OR OTHER SUCH NATURAL CAUSES, VESSEL MISSING THE LAST PILOT OF THE DAY, ETC., SHALL NOT BE INCLUDED IN LAYTIME.</p> <p>XV. ANY DELAY IN COMMENCING DISCHARGE ON ACCOUNT OF DELAY IN OBTAINING THE FREE PRATIQUE CUSTOMS CLEARANCE, IMMIGRATION, ETC., BY THE VESSEL'S AGENTS AND ANY PORT CHARGES ON THIS ACCOUNT SHALL NOT BE TO MMTC/BUYER'S ACCOUNT.</p> <p>XVI. IF THE VESSEL IS UNABLE TO COMPLETE UNLOADING WITHIN THE ALLOWABLE LAYTIME, DUE TO ANY CAUSE ATTRIBUTABLE TO MMTC/BUYER, MMTC/BUYER SHALL PAY TO SELLER</p>
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		<p>DEMURRAGE AT THE RATE AGREED TO OR AS PER C/P WHICHEVER IS LOWER. DESPATCH RATE SHALL NOT BE LESS THAN HALF OF THE DEMURRAGE RATE. DEMURRAGE/DESPATCH SHALL BE SETTLED WITHIN 30 DAYS OF MUTUAL ACCEPTANCE OF LAYTIME STATEMENT.</p> <p>XVII. IF, HOWEVER, DEMURRAGE IS INCURRED AT THE PORT OF DISCHARGE BY ANY REASON OVER WHICH MMTC/BUYER HAVE NO CONTROL INCLUDING BUT NOT LIMITED TO FIRE, EXPLOSION, STORM OR BY STRIKE, LOCKOUT STOPPAGE OR RESTRAINT OF LABOUR BY BREAKDOWN OF MACHINERY OR EQUIPMENT IN OR ABOUT THE PLANT/UNLOADING FACILITIES OF MMTC/BUYER OR ANY OTHER FORCE MAJEURE CIRCUMSTANCES, NO DEMURRAGE SHALL BE PAYABLE.</p> <p>XVIII. MMTC/BUYER SHALL NOT BE LIABLE FOR ANY DEMURRAGE IN THE EVENT OF THE VESSEL COMING PRIOR TO OR AFTER THE LAYDAYS STIPULATED BY MMTC/BUYER. IN CASE OF EARLY ARRIVAL, VESSEL SHALL BE DEEMED TO HAVE GIVEN NOR AT 9:30 HRS ON THE FIRST WORKING DAY OF THE LAYDAYS GIVEN BY MMTC/BUYER.</p> <p>XIX. AT DISCHARGE PORT, DUES ON VESSEL SHALL BE FOR THE SELLER'S ACCOUNT, BUT DUES ON CARGO INCLUDING IMPORT DUTIES, TAXES AND CUSTOMS DUTIES SHALL BE TO MMTC/BUYER'S ACCOUNT.</p> <p>XX. IN CASE DOCUMENTS ARE NOT MADE AVAILABLE TO MMTC/BUYER PRIOR TO ARRIVAL OF VESSEL, DELIVERY ORDER SHALL BE ISSUED BY SELLER'S/VESSEL OWNER'S AGENTS TO MMTC/BUYER'S REPRESENTATIVES AT TUTICORIN AGAINST ORDINARY LETTER OF INDEMNITY ISSUED BY MMTC/BUYER. FREIGHT TO BE PRE-PAID. ANY DELAY, DAMAGES OR COSTS IN OBTAINING THE DELIVERY ORDER FOR DISCHARGING THE CARGO FROM VESSEL OWNERS/AGENTS ON ACCOUNT OF NON-SETTLEMENT OF DUES TO OWNERS/PORT BY SELLER/SELLER'S AGENTS OR FOR ANY REASON NOT ATTRIBUTABLE TO MMTC/BUYER SHALL BE TO SELLER'S ACCOUNT.</p> <p>XXI. VESSEL/CREW SHALL COMPLY WITH ALL RULES AND REGULATIONS OF TUTICORIN PORT TRUST.</p> <p>XXII. ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER RELEVANT CHARTER PARTY. THE PROVISIONS STIPULATED IN THIS PURCHASE ORDER SHALL HOWEVER SUPERCEDE THOSE OF THE CHARTER PARTY WHEREVER THEY ARE FOUND TO BE AT VARIANCE TO EACH OTHER.</p>
23	GENERAL TERMS AND CONDITION	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>II. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN</p>

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		<p>INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>III. IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. 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>V. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>VI. OFFERS ARE TO BE SUBMITTED IN TWO BID SYSTEM I.E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATION, DISCHARGE PORT, SHIPMENT PERIOD, ETC, ALONG WITH AUTHORITY LETTER. THE SECOND I.E. THE COMMERCIAL BID SHOULD CONTAIN DETAILS OF PRICE OFFERED.</p> <p>VII. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDIARY OF MMTC, AND PRODUCERS, SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 3% OF CONTRACT VALUE.</p> <p>VIII. ALL NEW SUPPLIERS EXCEPT PRODUCERS (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&amp;B, CRISIL, MOODY'S OR STANDARD POOR CREDIT RATING REPORT NOT OLDER THAN ONE YEAR. THE REPORT RATING NEEDS TO BE MINIMUM SATISFACTORY OR EQUIVALENT FOR CONSIDERATION.</p> <p>IX. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE I AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT</p> <p>X. THE INDEPENDENT EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED QUERY/ COMPLAIN ONLY. THE INDEPENDENT EXTERNAL MONITORS (IEMS) FOR THIS TENDER SHALL BE SHRI D.R. S. CHOUDHARY, IAS (RETD.). ALL CORRESPONDENCE TO HIM REGARDING IMPLEMENTATION OF IP SHOULD BE ADDRESSED TO: SHRI D.R. S. CHOUDHARY IAS (RETD.), INDEPENDENT EXTERNAL MONITOR, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003. HE CAN ALSO BE REACHED AT <a href="mailto:dilp.chaudhary@icloud.com">dilp.chaudhary@icloud.com</a></p> <p>XI. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 25.05.2017 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON</p>
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		<p>TO WEBSITE <a href="https://mmtc.eproc.in/productmmtc/publicdash">https://mmtc.eproc.in/productmmtc/publicdash</a>. BIDDERS NEEDED TO SUBMIT THEIR BID BOND PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTc LIMITED, FERTILIZER DIVISION, SECOND FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI 110003 BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE. BIDDERS MAY SUBMIT SUPPORTING DOCUMENTS THROUGH PHYSICAL MODE AS WELL.</p> <p>XII. CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTIONS/ E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.</p>
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**ANNEXURE-I**

**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.

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- 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.

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- 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

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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**



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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.

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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**

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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.

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(FOR & ON BEHALF OF MMTC)

(OFFICE SEAL)

.....

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

(OFFICE SEAL)

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PLACE : .....

DATE : .....

WITNESS 1 : .....

NAME :

ADDRESS :

WITNESS 2 : .....

NAME :

ADDRESS :

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**ANNEXURE II**

**BID BOND PROFORMA**

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

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

DEAR SIRs,

WHEREAS M/S. \_\_\_\_\_ (OFFEROR) HAS OFFERED TO  
SUPPLY A QUANTITY OF \_\_\_\_\_ MTS OF MOP TO MMTc 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 MMTc LTD., NEW DELHI THE AMOUNT OF  
US\$ \_\_\_\_\_ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS,  
UNDERTAKEN BY HIM AS PER MMTc’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR  
AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTc SHALL BE  
CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY  
THE OFFEROR.

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

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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 III**

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 MMTc LIMITED

CORE 1, SCOPE COMPLEX

7 INSTITUTIONAL AREA

LODHI ROAD

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NEW DELHI 110003 (INDIA)

DEAR SIRs,

WHEREAS, MMTc 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 MMTc) HAVE ENTERED INTO CONTRACT NO. \_\_\_\_\_ DATED \_\_\_\_\_ (HEREINAFTER CALLED 'THE CONTRACT') FOR \_\_\_\_\_ WITH M/S. \_\_\_\_\_ (NAME) ADDRESS \_\_\_\_\_, (HEREINAFTER CALLED THE XX')

AND WHEREAS THE 'XX' UNDER THE CONTRACT IS REQUIRED TO FURNISH A SECURITY FOR THE PERFORMANCE OF THE CONTRACT AND MMTc HAS AGREED TO ACCEPT THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT OF THE SAID SUM OF US DOLLARS \_\_\_\_\_.

AND WHEREAS AT THE REQUEST OF THE 'XX', WE \_\_\_\_\_ BANK, \_\_\_\_\_ (ADDRESS), HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE AND UNDERTAKE TO PAYMENT TO THE MMTc, 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 MMTc THAT THE 'XX' HAS FAILED TO PERFORM ALL OR ANY OF ITS OBLIGATIONS UNDER THE CONTRACT SHALL BE CONCLUSIVE, FINAL AND BINDING ON US.

WE, \_\_\_\_\_ BANK, UNDERTAKE TO PAY THE AMOUNT DEMANDED BY THE MMTc 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 MMTc ACROSS THE COUNTER OF THE BANK ON THE SAME DAY OF RECEIPT OF INVOCATION OF THIS PERFORMANCE BANK GUARANTEE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US DOLLARS \_\_\_\_\_. OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL \_\_\_\_\_ (DATE).

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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).

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.

THIS GUARANTEE COMES INTO FORCE FORTHWITH.

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'.

THE LIABILITY OF THE BANK UNDER THIS GUARANTEE SHALL BE DISCHARGED ON RECEIPT OF US DOLLARS \_\_\_\_\_ ONLY BY MMTC.

WE \_\_\_\_\_ (BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF LIMITED IN WRITING.

THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OF THE BANK OR THE SAID 'XX'.

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 \_\_\_\_\_ 2014



YOURS FAITHFULLY

FOR AND ON BEHALF OF BANK  
(ADDRESS)

(BANKERS SEAL)

**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,

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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.