

NOTICE INVITING TENDER NO. MMTC/FERT/DAP/2014-15/2 DATED 06.01.2015 FOR SUPPLY OF DI-AMMONIUM PHOSPHATE (DAP)

1.	COMMODITY	DI-AMMONIUM PHOSPHATE (DAP 18:46:0:0)
2.	QUANTITY	1,00,000 MT (+/-10%) A) 50,000 MT (+/-10%) – FIRM (Black/Brown/Dark Brown) B) 50,000 MT (+/-10%) – FIRM (Black/Brown/Dark Brown)
3.	SPECIFICATION	DI-AMMONIUM PHOSPHATE (DAP) 18:46:0:0 - AS PER INDIAN FCO LATEST AMENDMENTS MOISTURE, PERCENT BY WEIGHT, MAXIMUM : 2.5 TOTAL NITROGEN, PERCENT BY WEIGHT, MINIMUM : 18.0 AMMONICAL NITROGEN, PERCENT BY WEIGHT, MINIMUM : 15.5 UREA NITROGEN, PERCENT BY WEIGHT, MAXIMUM : 2.5 NEUTRAL AMMONIUM CITRATE SOLUBLE PHOSPHATES (AS P ₂ O ₅), PERCENT BY WEIGHT, MINIMUM : 46.0 WATER SOLUBLE PHOSPHATES (AS P ₂ O ₅), PERCENT BY WEIGHT, MINIMUM : 41.0 PARTICLE SIZE: NOT LESS THAN 90 PERCENT OF THE MATERIAL BE RETAINED ON 1 MM IS SIEVE & 4 MM IS SIEVE AND NOT MORE THAN 5 PERCENT SHALL BE BELOW 1 MM IS SIEVE
4.	DISCHARGE PORT & ARRIVAL	KANDLA a) FIRST FORTNIGHT FEB 2015 b) 2 ND FORTNIGHT FEB 2015
5.	DISCHARGE RATE	5000 MT SHEXEIU
6.	PRICE	IN U.S. DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND LOADPORT RESTRICTIONS, IF ANY, AND C&F FO ABOVE PORT INDICATING DISCHARGE RATE. PLEASE NOTE THE BIDDERS ARE REQUIRED TO QUOTE BOTH FOB/LOADPORT AND C&F/DISCHARGE PORT PRICES. OFFERS MADE ONLY ON C&F BASIS ARE LIABLE FOR REJECTION. THE PRICE SHOULD BE QUOTED FOR PAYMENT BY LETTER OF CREDIT (UC) AT SIGHT AGAINST PRESENTATION OF SHIPPING DOCUMENTS. IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UP TO 180 DAYS. MMTC MAY OPT FOR AVAILING CREDIT FOR 30 / 60/90/180 DAYS FROM THE DATE OF BILL OF LADING
8.	PAYMENT	BY LETTER OF CREDIT PAYABLE AT SIGHT/30/60/90/180 DAYS FROM DATE OF BILL OF LADING.

		IN CASE SHIPMENT FROM IRAN PAYMENT WILL BE IN AED ON CAD BASIS.
9.	VALIDITY	OFFER TO BE KEPT VALID FOR A PERIOD OF 20 DAYS FROM THE DATE OF TENDER OPENING
10	ANALYSIS AND SAMPLING	MMTC/THEIR AGENTS SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF DISCHARGE THROUGH ANY STATE/CENTRAL FERTILIZER QUALITY CONTROL LABORATORY IN INDIA. THE QUALITY SO DETERMINED AT DISCHARGE PORT SHALL BE FINAL AND BINDING ON THE SUPPLIER. THE ANALYSIS REPORT SHALL FORM A PART OF LC DOCUMENTS.
11	WEIGHMENT	WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER AT THE PORT OF DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY OR DRAFT SURVEY WHICHEVER IS LESS.
12	SCALE OF PENALTIES	<p>IN THE EVENT OF FAILURE TO DELIVER THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT IT IS AGREED THAT MMTC SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE:</p> <ol style="list-style-type: none"> 1. TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF NON-SUPPLIED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SUPPLIER. MMTC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND. 2. TO PURCHASE FROM OTHER SOURCE WITHOUT NOTICE TO THE SUPPLIER AT THE RISK AND COST OF THE SUPPLIER, THE MATERIAL NOT DELIVERED OR MATERIAL OF SIMILAR DESCRIPTION FOR WHICH MMTC SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY. MMTC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND. 3. TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN DELIVERING THE MATERIAL FOR THE PERIOD OF SUCH DELAY BEYOND THE CONTRACTUAL DELIVERY PERIOD UNTIL ACTUAL DELIVERY OR UNTIL MMTC SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 1% PER WEEK FOR EACH WEEK OR PART OF WEEK'S DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.

13	GENERAL TERMS	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS MENTIONED ABOVE.</p> <p>II. INDIAN AGENTS COMMISSION IF ANY WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>III. IN CASE OF BIDS RECEIVED FROM THE TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTERS FROM THE PRODUCERS 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. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM- TECHNICAL BID AND PRICE BID AS UNDER: -</p> <p>FIRST PART: (TECHNO COMMERCIAL BID-UNPRICED)</p> <ul style="list-style-type: none"> • COUNTRY OF ORIGIN • NAME OF LOAD PORT • VOYAGE ROUTE • SOURCE • PRODUCT SPECIFICATIONS (CHEMICAL ANALYSIS) • OTHER RELEVANT DETAILS AND DOCUMENTS • CREDIT RATING NOT MORE THAN ONE YEAR OLD AS EVALUATED BY ANY OF THE FOLLOWING THREE AGENCIES: <ul style="list-style-type: none"> ▪ DUN & BRADSTREET ▪ STANDARD & POOR ▪ MOODY'S <p>SECOND PART (PRICE BID)</p> <ul style="list-style-type: none"> • QUANTITY • SHIPMENT PERIOD • RATE IN USD/MT BOTH ON FOB & C&F AS ALSO ON SIGHT AND 30/60/90/180 DAYS BASIS.
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VI. ALL BIDDERS EXCEPT MTPL(MMTC SUBSIDIARY) SHALL SUBMIT A BID BOND OF US \$ 2 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). THE BID BOND WILL BE VALID FOR ONE MONTH FROM THE DATE OF OPENING OF TENDER. ON AWARD OF THE CONTRACT, SHIPPER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 5% OF THE CONTRACT VALUE VALID FOR 1 YEAR FROM THE DATE OF ISSUANCE OF PERFORMANCE GUARANTEE BOND.

VII ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.

VII BIDS ARE TO BE SUBMITTED LATEST BY 1400 HOURS ON 13.01.2015 THROUGH PHYSICAL MODE FOR WHICH BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS INTO TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI.

VIII. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID CONSISTING OF SPECIFICATION, BID BOND AND PRICE BID SEPERATELY. FOR DETAILS PLEASE LOG ON TO WWW.MMTCLIMITED.COM OR WWW.EPROCURE.GOV.IN

IX. THE INDEPENDET EXTERNAL MONITOR CAN BE CONTACTED FOR IP RELATED QUERY/ COMPLAIN ONLY. 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. THEY CAN ALSO BE REACHED AT bijoychat@gmail.com AND dilip.chaudhary@icloud.com

X. BID BOND IN ORIGINAL ARE REQUIRED TO BE SUBMITTED ALONGWITH TECHNICALLY BID IN ONE SEALED ENEVELOPE AND OTHER SEALED ENVELOPE WILL BE HAVING PRICE BID. BOTH THE SEALED ENEVELOPES ARE TO BE KEPT IN ANOTHER SEALED ENEVELOP SUBSCRIBING WITH TENDER NO. AND DATE ADDRESSED TO GENERAL MANAGER(FERTILIZER) MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI AND THE SAME WILL BE DROPPED AT TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI.

BID BOND PROFORMA

(ON A STAMP PAPER OF RS. 100/- TO BE EXECUTED BY A DELHI/NEW DELHI BRANCH OF AN INDIAN NATIONALISED BANK)

M/S. MMTc LTD.,
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 DAP TO MMTc AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD 2.00 PMT OR EQUIVALENT INDIAN RUPEES FOR THE QUANTITY OFFERED INCLUDING PLUS TOLERANCE 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 FIRST 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 ANY 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. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN VALID TILL _____ IN NEW DELHI.

4. NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FULL FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER . WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT BE AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR. THIS BOND SHALL BE GOVERNED BY INDIAN LAWS AND WILL BE SUBJECT TO THE JURISDICTION OF COURTS AT NEW DELHI IN INDIA ALONE.

DATED:

FOR

PLACE:

BANK

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS "MMTC",

AND

..... HEREINAFTER REFERRED TO AS "THE BUYER/VENDOR/BIDDER"

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;
WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.

B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.

C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.

- A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
- B) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
- C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
- D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.
- E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR

INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.

2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.
- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

SECTION 4 – COMPENSATION FOR DAMAGES

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FORM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE

AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.

3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

SECTION 5 – PREVIOUS TRANSGRESSION

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.

2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.

2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/VENDOR(S)/BIDDER(S)

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW

INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.

2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MPMC.

3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MPMC. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S) WITH CONFIDENTIALITY.

4. MPMC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MPMC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.

5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MPMC 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, MPMC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MPMC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.

7. IF THE IEM HAS REPORTED TO THE CMD, MPMC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MPMC, 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.

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(FOR & ON BEHALF OF MMTc)
BUYER/VENDOR/BIDDER)
(OFFICE SEAL)

.....
(FOR & ON BEHALF OF
(OFFICE SEAL)

PLACE :
DATE :

WITNESS 1 :
NAME :
ADDRESS :

WITNESS 2 :
NAME :
ADDRESS :