

NOTICE INVITING TENDER NO. MMTC/FERT/DAP/2015-16/2 DATED 27.04.2015 FOR SUPPLY OF DI-AMMONIUM PHOSPHATE (DAP)

1.	COMMODITY	DI-AMMONIUM PHOSPHATE (DAP 18:46:0)
2.	QUANTITY	125,000 MT WITH 10% MOLOO
3.	SPECIFICATION	DI-AMMONIUM PHOSPHATE (DAP)18:46 - AS PER INDIAN FCO LATEST AMENDMENTS MOISTURE, PERCENT BY WEIGHT, MAXIMUM : 2.5 TOTAL NITROGEN , PERCENT BY WEIGHT, MINIMUM : 18.0 AMMONICAL NITROGEN FORM , PERCENT BY WEIGHT, MINIMUM : 15.5 TOTAL NITROGEN IN FORM OF UREA PERCENT BY WEIGHT , MAXIMUM : 2.5 NEUTRAL AMMONIUM CITRATE SOLUBLE PHOSPHATES (AS P2O5), PERCENT BY WEIGHT, MINIMUM : 46.0 WATER SOLUBLE PHOSPHATES (AS P2O5), PERCENT BY WEIGHT, MINIMUM : 41.0 PARTICLE SIZE: NOT LESS THAN 90 PERCENT OF THE MATERIAL SHALL PASS THROUGH 4 mm IS SIEVE AND BE RETAINED ON 1 MM IS SIEVE. NOT MORE THAN 5 PERCENT SHALL BE BELOW 1 MM IS SIEVE
4.	COLOR	BLACK/ COFFEE BROWN
5.	DISCHARGE PORT & ARRIVAL	<ol style="list-style-type: none"> 1 LAC MT IN 2 PARCEL SIZE OF 50,000 MT EACH ON WEST COAST OF INDIA WITH PROMPT SHIPMENT. 25,000 MT IN SINGLE PARCEL ON EAST COAST OF INDIA WITH PROMPT SHIPMENT.
6.	SAMPLE WITH OFFER	ONE SAMPLE OF 500 GRAM DAP DULY IDENTIFIED AND SEALED IN SEPRATE ENVELOPE BE SUBMITTED TO US ALONG WITH THE OFFER FOR OUR REFERENCE. OFFERS WITHOUT SAMPLE CAN BE REJECTED AND DECISION OF MMTC IN THIS RESPECT SHALL BE FINAL.
7.	PRICE	THE PRICE SHALL BE QUOTED IN USD PER MT AND SHALL REMAIN FIRM FOR THE TOTAL QUANTITY TILL THE EXECUTION OF THE SAME. BIDDER MAY QUOTE SEPARATELY FOR THE WEST COAST AND EAST COST, IF APPLICABLE.

8.	PAYMENT	L/C WITH 60 DAYS CREDIT FROM DATE OF B/L ON VESSEL TO VESSEL BASIS.
9.	TERMS AND CONDITION	<ol style="list-style-type: none"> 1. INSPECTION/ SURVEY OF CARGO AT LOAD PORT WILL BE CARRIED OUT BY REPUTED THIRD PARTY AND REPORTS ISSUED BY THEM WILL BE BINDING ON BOTH SELLER AND BUYER. 2. IN CASE L/C IS TO BE ESTABLISHED, ALL EXPENSES OF L/C OUTSIDE INDIA INCLUDING CONFIRMATION CHARGES WILL BE TO BENEFICIARY'S ACCOUNT. WE PREFER TO HAVE L/C WITH 60 DAYS INTEREST FREE CREDIT FROM THE DATE OF B/L ON VESSEL TO VESSEL BASIS. 3. THE DOCUMENTS TO BE FORWARDED ALONGWITH L/C SHALL INCLUDE CERTIFICATE OF ANALYSIS ISSUED BY INDEPENDENT SURVEYOR AT LOAD PORT AND FINAT DRAFT SURVEY REPORT/CERTIFICATE OF WEIGHT ISSUED BY INDEPENDENT SURVEYOR AT LOAD PORT SHOULD BE A PART OF NEGOTIABLE DOCUMENTS BESIDES OTHER NORMAL DOCUMENTS SUCH AS B/L, COUNTRY OF ORIGIN, INVOICE ETC. 4. FIRST TIME SUPPLIER WILL BE REQUIRED TO DEPOSIT DEMAND DRAFT TOWARDS L/C EXPENSES. L/C WILL BE ESTABLISHED ONLY AFTER RECEIPT OF DEMAND DRAFT. THIS AMOUNT WILL BE REFUNDED AFTER THE SHIPMENT IS RECEIVED AS PER THE DELIVERY SCHEDULE STIPUATED BY US. 5. IN CASE OF PAYMENT IS TO BE PAID IN INDIAN RUPEES, THE EXCHANGE RATE SHALL BE CONSIDERED OF RBI REFERENCE RATE OF THE DUE DATE OF THE PAYMENT. 6. SUPPLERS ARE REQUESTED TO SUBMIT THEIR OFFER IN ONE PART ONLY COVERING ALL THE DETAILS.

		<p>7. SUPPLIER IS REQUESTED TO SUBMIT BANK GUARANTEE AND PERFORMANCE GUARANTEE BOND AT THE RATE OF 1% OF THE CONTRACT VALUE EACH ON BOTH THE CASES. THE SAME SHALL BE RETURNED ONLY AFTER SATISFACTORY/SUCCESSFUL COMPLETION OF SUPPLY OF MATERIAL AND FULFILLMENT OF CONTRACTUAL OBLIGATIONS.</p> <p>8. <u>SAMPLE</u></p> <p>YOU ARE REQUESTED TO SEND MINIMUM 500 GRAMS OF DAP DULY IDENTIFIED AND SEALED AS REPRESENTATIVE SAMPLE FOR OUR APPROVAL ALONGWITH YOU OFFER. OFFERS WITHOUT SAMPLES CAN BE REJECTED AND DECISION OF MMTC IN THIS RESPECT WILL BE FINAL.</p> <p>9. <u>COUNTRY OF ORIGIN</u></p> <p>COUNTRY OF ORIGIN TO BE CLEARLY STATED ALONGWITH OTHER DETAILS LIKE NAME OF MANUFACTURER/PRINCIPALS AND LOCATION ETC.</p> <p>10. <u>INSURANCE</u></p> <p>IN CASE OF OFFER ON C&F BASIS, BEFORE EFFECTING SHIPMENT APPROVAL OF VESSEL FROM NEW INDIA ASSURANCE CO. LTD., HEAD OFFICE, NEW INDIA ASSURANCE BUILDING, 87, MAHATMA GANDHI ROAD, FORT, MUMBAI – 400 023 (TELEPHONE NO. 22674671 / 22674622, FAX NO. 022-22659635) IS ESSENTIAL FOR NON-INDIAN FLAG VESSELS. OTHERWISE, EXTRA PREMIUM CHARGEABLE BY INSURANCE CO. WILL BE TO SELLER’S ACCOUNT.</p> <p>AS PER THE TERMS, SUPPLIER IS REQUESTED TO TAKE APPROVAL OF VESSEL CARRYING FULL LOAD AS PER GUIDELINES GIVEN BY THE NEW INDIA ASSURANCE COMPANY LTD.</p> <p>CONDITION OF INSURANCE SHOULD BE ICC (A).</p> <p>THE VESSEL SHOULD BE PREFERABLY LESS THAN 20</p>
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YEARS BUT POSITIVELY NOT MORE THAN 25 YEARS.
EXTRA OVERAGE PREMIUM, IF ANY, WILL BE ON SELLER'S ACCOUNT.

IN CASE THE ORDER IS FINALIZED ON CIF BASIS, ALL CLAIMS PERTAINING TO INSURANCE CO. WILL BE SETTLED BY SELLERS ONLY. IF NOT SETTLED BY SELLERS THROUGH INSURANCE CO.,THE APPLICABLE CLAIM AMOUNT WILL BE MADE AVAILABLE TO THE RECEIVERS BY THE SELLERS.

THE VESSELS CARRYING THE CONSIGNMENT SHOULD COMPLY THE FOLLOWING CONDITIONS:

A THE VESSEL SHOULD BE CLASSIFIED BY ANY ONE OF THE UNDER-MENTIONED APPROVED CLASSIFICATION SOCIETIES;

(i) MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETY:

1	AB	AMERICAN BUREAU
2	BV	BUREAU VERITAS
3	CS	CHINA CLASSIFICATION SOCIETY
4	GL	GERMAN ISCHER LLOYD
5	KR	KOREAN REGISTER OF SHIPPING
6	LR	LLOYD'S REGISTER OF SHIPPING
7	NK	NIPPON KAIJI KYOKAL
8	NV	NORSKE VERITAS
9	RI	REGISTRO ITALIANO
10	RS	MARITIME REGISTER OF RUSSIA

(ii) ASSOCIATE MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETY (IACS)

1	HV	CROTIAN REGISTER OF SHIPPING
2	IR	INDIAN REGISTER OF SHIPPING

THE VESSEL SHOULD HAVE A VALID P&I COVER

		<p style="text-align: center;">THE VESSEL SHOULD COMPLY WITH THE ISM REGULATIONS THROUGH OUT THE VOYAGE</p> <p>11. DISCHARGE PORT AS NOMINATED BY BUYER AT ANY WEST COAST, PREFERABLY KANDLA/MUNDRA AND EAST COAST BASED PORTS AS PER DELIVERY SCHEDULE</p> <p>12. CHARTER PARTY/SHIPPING TERMS DISCHARGE RATE WILL DEPEND UPON PORT OF DISCHARGE AND NORMALLY IT WILL BE ON PER DAY BASIS FIVE OR MORE AVAILABLE WORKABLE HATCHES AND HOOKS PRO-RATA IF LESS PER WEATHER WORKING DAY ON SHEX EIU BASIS FOR WEST COAST INDIA AND EAST COAST OF INDIA AT OUR OPTION TIME SHALL NOT COUNT BETWEEN SATURDAY 1200 NOON AND 8 AM ON MONDAY AND BETWEEN 5 PM ON LAST WORKING DAY PRECEEDING C/P OR LOCAL HOLIDAY AND 8 PM ON FIRST WORKING DAY THEREAFTER EVEN IF USED. TIME SHALL BEGIN TO COUNT FROM 24 RUNNING HOURS AFTER VESSEL'S ARRIVAL WITHIN PORT LIMIT AND NOR ACCEPTED. DURING OFFICIAL WORKING HOURS AT DISCHARGE PORT THE NOR BE ACCEPTED ONLY AFTER FREE PARTIQUE IS GRANTED BY CONCERNED AUTHORITIES NO CARGO TO BE LOADED IN BETWEEN DECKS I.E. TWEEN DEEKS, DEEP TANK ETC. OTHERWISE HALF DISRATE WILL BE APPLICABLE ON THE QUANTITY LOADED ON DECKS SURF DAYS NOT TO COUNT AS WEATHER WORKING DAY UNLESS USED AND WHEN USED ACTUAL TIME USED TO COUNT STRIKE PERIOD IS FREE IN CASE OF TWEN DECK VESSEL (INCLUDING FLUSH/ COLLAPSIBLE) HALF DISRATE WILL BE APPLICABE. NO CARGO IS TO BE LOADED AT PLACES WHICH IS NOT EASILY ACCESSIBLE OTHERWISE ADDITIONAL EXPENSES WILL BE FOR OWNERS ACCOUNT AND LAYTIME WILL BE CALCULATED AT HALF SPECIFIED RATE FOR DISCHARGING VESSEL SHOULD BE NOMINATED OF SDBC WITH REQUIRED SUITABLE GEARS AND GRABS FITTED AND SHOULD BE OF SEA WORTHY APPROVED BY CLASSIFIED SOCIETIES LIKE LLOYDS OR EQUIVALENT</p>
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		<p>IN CASE LITERAGE IS TO BE DONE FOR REQUIRED DRAUGHT AS PER PORT RESTRICTION THE SAME WILL BE ON SELLER/SHIPPERS/ SHIP OWNER'S ACCOUNT</p> <p>50% PORT/CUSTOMS OVERTIME TO BE SHARED BETWEEN OWNERS/ CHARTERERS AND BUYERS.</p> <p>FOR LAYTIME CALCULATION AT THE DISCHARGE PORT, IT SHALL BE ON SHEX-EIU TERMS AND THE DISCHARGE RATE HAS TO BE MINIMUM 10,000 MT PER DAY FOR WEST COAST. IN CASE OF EAST COAST DISCHARGE RATE WILL DEPEND UPON PORT PARAMETERS.</p> <p>DESPATCH MONEY FOR EARLY DISCHARGE OF CARGO FROM THE VESSEL TO THE WHARF/PORT SHALL BE AT 50% OF DEMURRAGE RATE AND THE SAME SHALL BE SETTLED WITHIN 15 DAYS FROM COMPLETION OF DISCHARGE OF THE VESSEL AND FINALISATION OF SOF BY THE SELLER TO THE BUYER BY BANK TRANSFER.</p> <p>LAYTIME WILL BE STRICTLY ON ALL TIME SAVED BASIS</p> <p>SUPPLIER SHOULD FIX THE VESSEL HAVING BOTH THE ANCHORS OPERATIONAL FAILING WHICH THE PORT MAY NOT ALLOW THE SAME FOR WORKING. THIS IS IN VIEW OF PORT'S RULES.</p> <p>TO SAFEGUARD MUTUAL INTEREST CHARTERS AGENTS TO BE NOMINATED AT DISCHARGE PORT BY SELLER/SUPPLIERS/SHIP OWNERS' AND SHOULD BE AS RECOMMENDED BY/ACCEPTABLE TO THE RECEIVER.</p> <p>ALL OTHER SHIPPING TERM AND CONDITIONS WHICH ARE NOT STIPULATED HERE WILL BE MUTUALLY AGREED AND/OR AS PER CHARTER PARTY AGREEMENT.</p> <p>THE COPY OF RELEVANT CHARTER PARTY AGREEMENT SHOULD BE MADE AVAILABLE TO THE RECEIVER BEFORE ARRIVAL OF VESSEL AT DISCHARGE PORT.</p> <p>13. <u>DRAUGHT SURVEY SHORTAGE</u> IF EXCESSIVE SHORTAGE IS REPORTED AT DISCHARGE PORT ON ACCOUNT OF DRAUGHT SURVEY THEN SELLER HAS TO PASS ON TO THE RECEIVER A REBATE TOWARDS SHORTAGE IN EXCESS OF 0.5% ON B/L QUANTITY.</p> <p>14. B/L SHOULD BE ISSUED ON PART QUANTITY BASIS IN FOUR/FIVE LOT MENTIONING QUANTITY EACH OF AROUND 4/5,000 MT AS REQUIRED BASED ON THE QUANTITY LOADED IN VESSEL COVERING FULL</p>
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		<p>QUANTITY OF SHIPLOAD.</p> <p>15. <u>DEVIATION IN SPECIFICATIONS</u> WHENEVER ANY DEVIATION IS FOUND IN THE ANALYSIS REPORT OF MATERIAL RECEIVED WITH RESPECT TO SPECIFICATIONS HAVING BEEN ACCEPTED EITHER AT DISCHARGE PORT OR AT SITE GIVEN BY MMTC, THE FOLLOWING METHODS WILL BE FOLLOWED TO RESOLVED THE ISSUE FOR MUTUAL SETTLEMENT.</p> <ol style="list-style-type: none"> 1. SELLER WILL ARRANGE TO SEND TOTAL EIGHT (8) SEALED SAMPLES OF THE MATERIAL SHIPPED ALONGWITH MASTER OF THE VESSEL. OUT OF EIGHT SAMPLES, FOUR SAMPLES WILL BE TESTED AND REMAINING FOUR WILL BE KEPT FOR 60 DAYS FROM THE DATE OF ARRIVAL OF VESSEL FOR REFERENCE. 2. SIMILARLY, SELLER ALSO WILL KEEP FOUR (4) SEALED SAMPLES OF THE MATERIAL SHIPPED FOR 75 DAYS FOR REFERENCE. 3. SUCH SAMPLES AS MENTIONED AT SR. NO. 1&2 SHALL BE SENT TO THIRD PARTY INTERNATIONALLY REPUTED INSPECTION AGENCY FOR ANALYSIS WITH DUE PERMISSION OF BUYER. THE REPORTS OF THE SAME SHALL BE FOR BOTH THE PARTIES. 4. THE COST OF THE ABOVE WILL BE ON ACCOUNT OF LOSING PARTY. <p>16. WHILE SUBMITTING OFFER, THE BIDDER MUST INDICATE NAME ANDADDRESS OF FOREIGN SUPPLIERS/ PRINCIPALS THROUGH WHOM THE MATERIAL IS OFFERED, OTHERWISE OFFER WILL NOT BE CONSIDERED AND NO OTHER CORRESPONDENCE WILL BE ENTERTAINED. BUSINESS TRANSACTIONS THROUGH ADDITIONAL AGENCY / THIRD PARTY I.E. OTHER THAN PRINCIPALS AND THEIR AUTHORISED REPRESENTATIVE WILL NOT BE ENTERTAINED. CHANGE OF PRINCIPALS WILL NOT BE ALLOWED ONCE</p>
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		<p>IT IS MENTIONED IN THE OFFER. THE BIDDER WILL/ SHALL PRODUCE EVIDENCE OF AVAILABILITY OF MATERIAL PER LETTER OF THEIR PRINCIPALS ADDRESSE TO MMTC THAT THEY HAVE SECURED AVAILABLE CARGO FOR MMTC ALONGWITH THE OFFER. IF NOT, OFFER WILL STAND DISQUALIFIED.</p> <p>17 IN CASE ANY CLAIMS ARE OUTSTANDING EITHER WITH AUTHORISED AGENT AND/OR THEIR PRINCIPALS ARISING OUT OF EARLIER EXECUTION OF ORDERS. THE SAME MUST BE SETTLED/ CONFIRMED FIRST; OTHERWISE MMTC RESERVES THE RIGHT TO IGNORE THE OFFER OF SUCH DEFAULTER PARTY.</p> <p>18, <u>FORCE MAJEURE</u></p> <p>I IF AT ANY TIME DURING THE CONTINUANCE OF THIS CONTRACT, EITHER PARTY IS UNABLE TO PERFORM THE WHOLE OR IN PART ANY OBLIGATION UNDER THIS CONTRACT BECAUSE OF WAR, HOSTILITY, CIVIL COMMOTION, SABOTAGE, QUARANTINE RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVERNMENT (INCLUDING BUT NOT RESTRICTED TO PROHIBITION OF EXPORTS OR IMPORTS), FIRES, FLOODS, EXPLOSION, EPIDEMICS, STRIKES, EMBARGOES, CLOSURE OF DISCHARGE BERTH, THEN THE DATE OF FULFILLMENT OF ENGAGEMENT SHALL BE POSTPONDED DURING THE TIME WHEN SUCH CIRCUMSTANCES ARE OPERATIVE.</p> <p>II. ANY WAIVER/ EXTENSION OF TIME IN RESPECT OF THE DELIVERY OF CARGO.</p> <p>III. ANY INSTALLMENT OR PART OF THE GOODS OCCASIONED DUE TO THE REASONS IN ABOVE SHALL NOT BE DEEMED TO BE WAIVER/EXTENSION OF TIME IN RESPECT OF REMAINING DELIVERIES.</p> <p>IV. 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 PARTY SHALL HAVE THE RIGHT TO CLAIM EVENTUAL DAMAGES FROM EACH</p>
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		<p>OTHER.</p> <p>V. THE PARTY WHICH IS UNABLE TO FULFILL ITS OBLIGATION UNDER THE CONTRACT WITHIN 15 DAYS OF OCCURANCE OF ANY OF THE CAUSES MENTIONED IN THESE CLAUSES SHALL INFORM THE OTHER PARTY OF THE EXISTENCE OR TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE IN THE COUNTRY OF THE SELLER OR COMPETENT AUTHORITY IN CASE OF BUYER SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.</p> <p>VI NON AVAILABILITY OF MATERIAL WILL NOT BE AN EXCUSE TO THE SELLER FOR NOT PERFORMING THEIR OBLIGATIONS OF THE CONTRACT.</p> <p>19. <u>ARBITRATION</u> ALL DISPUTES ARISING UNDER THIS CONTRACT/CHARTER PARTY SHALL BE SETTLED IN INDIA IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATION & CONCILIATION ACT, 1996 (NO. 26 OF 1996). AND UNDER THE MARITIME ARBITRATION RULES OF THE INDIAN COUNCIL OF ARBITRATION THE ARBITRATORS TO BE APPOINTED FROM OUT OF THE MARITIME PANEL OR ARBITRATORS SHALL BE COMMERCIAL MEN. THE VENUE OF THE ARBITRATION SHALL BE BARODA, GUJRAT (INDIA) OR AS MAY BE DECIDED BY MPMC.</p> <p>20. FOR ANY SUIT OR PROCEEDINGS TO ENFORCE THE RIGHTS OF EITHER BUYER OR THE SUPPLIER UNDER THE CONTRACT SHALL BE INSTITUTED IN AND TRIED ONLY BY THE COURTS IN THE CITY OF BARODA, GUJRAT (INDIA) AND THE SUPPLIER SHALL EXPRESSLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS.</p> <p>21. DEFAULT IN THE EVENT OF FAILURE OF DELIVERY OF THE</p>
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		<p>MATERIAL WITHIN THE TIME STIPULATED FOR DELIVERY IN THE CONTRACT IT IS AGREED THAT THE BUYER SHALL HAVE THE OPTION:</p> <p>A) TO RECOVER AS LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY FOR THE PERIOD AFTER THIS MATERIAL WAS DUE UNTIL ACTUAL DELIVERY OR UNTIL THE BUYER SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 2% OF THE CONTRACT VALUE OF THE UNDELIVERED MATERIAL FOR EACH MONTH, OR PART OF MONTH'S DELAY.</p> <p>B) TO PURCHASE FROM OTHER SOURCES WITHOUT NOTICE TO THE SELLER AT THE RISK AND ACCOUNT OF THE SELLER THE MATERIAL NOT DELIVERED OR OTHER MATERIAL OF SIMILAR DESCRIPTION (WHERE MATERIAL EXACTLY COMPLYING WITH THE PARTICULARS ARE NOT IN THE OPINION OF THE BUYER, READILY PROCURABLE, SUCH OPTION BEING FINAL) WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE CONSIGNMENT(S) NOT YET DUE FOR DELIVERY.</p> <p>C) TO CANCEL THE CONTRACT OR A PORTION THEREOF AND, IF SO DESIRED, TO PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SELLER.</p> <p>22. THIRD PARTY ANALYSIS REPORT PLEASE SUBMIT INTERNATIONALLY APPROVED THIRD PARTY ANALYSIS REPORT OF THE MATERIAL YOU INTEND TO SUPPLY AGAINST THIS TENDER TO MMTC. THE ANALYSIS REPORT IS REQUIRED TO BE SUBMITTED WITH TECHNICAL OFFER.</p>
10	VALIDITY	15 DAYS FROM DATE OF OPENING OF TENDER.
11	GENERAL TERMS	<p>1. 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>2. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY</p>

		<p>IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <ol style="list-style-type: none"> 3. 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. 4. MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT. 5. 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. 6. ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDAIRY OF MMTC, AND MANUFACTURER SHALL SUBMIT BID BOND OF 1% PMT OF CARGO VALUE 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 1% OF CONTRACT VALUE. 7. ALL NEW SUPPLIERS EXCEPT MANUFACTURER (THOSE WHO HAVE NOT SUPPLIED DAP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&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. 8. ALL BIDDERS ARE REQUIRED TO SIGN INTEGRITY PACT ENCLOSED IN ANNEXURE III AND SUBMIT THE SAME ALONG WITH THE TENDER DOCUMENT 9. 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
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		<p>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 DILP.CHAUDHARY@ICLOUD.COM</p> <p>10. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 05.05.2015 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE HTTPS://MMTC.EPROC.IN OR THROUGH PYSICAL MODE FOR WHICH THE BIDDERS HAVE TO SUBMIT THEIR BIDS PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1 , SCOPE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>11. TECHNICAL BID WILL BE OPENED AT 1115 HRS IST ON 05.05.2015 AND PRICE BID WILL BE OPENED SUBSEQUENTLY AFTER VERIFICATION OF TECHNICAL BID.</p>
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ANNEXURE I

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. MPMC 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 MPMC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF 1 PERCENT PMT OF TOTAL CARGO VALUE IN USD 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 MPMC LTD., NEW DELHI THE AMOUNT OF US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MPMC'S ACCEPTANCE WITHOUT ANY RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MPMC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR. 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

ANNEXURE II

PERFORMANCE BANK GUARANTEE PROFORMA

BANK GUARANTEE NO. _____ DATED _____

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

TO
M/S MMTc LIMITED
CORE 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
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).

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 MMTC 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 III

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

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

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

SECTION 1 – COMMITMENTS OF MMTC

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – COMPENSATION FOR DAMAGES

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

2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER 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, 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.

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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 :

