



**CORE -1, "SCOPE COMPLEX"**  
**7 INSTITUTIONAL AREA, LODHI ROAD,**  
**NEW DELHI - 110003 INDIA**  
**PAN No. : AAACM1433E; CIN: L51909DL1963GO1004033**

**Subject: Prequalification and Appointment of Internationally reputed Independent Inspection Agency/Surveyors at various load ports worldwide for the job of Draft Survey, Hatch Inspection, Cargo Supervision, Sampling and analysis etc for Urea (Fertilizer Grade) Shipment.**

**E- TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020**

EOI Issue	19.08.2020	1400 Hrs
Bid Submission Starting	21.08.2020	1100 Hrs
Bid Submission Closing	09.09.2020	1715 Hrs
Technical bid Opening	10.09.2020	1100 Hrs

MMTC Limited is a State trading enterprise (STE) importing Canalized Urea for Department of Fertilizer, Ministry of Chemicals and Fertilizers. MMTC imports around 3 - 4 Million MT of urea from all over the world.

MMTC intends to draw up a panel valid for 2 years of Internationally Reputed Independent Inspection Agencies / Surveyors for undertaking Load port Survey, Inspection and Analysis of Bulk urea at various load-ports all over the world.

The EOI document can also be downloaded from MMTC website <https://www.mmtclimited.com/tenders> or <https://eprocure.gov.in/epublish/app>. Corrigendum/addendum, if any shall be published only on these websites. Detailed terms and conditions shall be as per the document terms which is an integral part of this Tender.

The bidders have to deposit all the documents electronically at <https://mmtc.abcpocure.com>. No physical bids are accepted.

Contacts:

- 1) Mr. Pankaj Kumar (+91 11 - 24381390), Email: [pankajk@mmtclimited.com](mailto:pankajk@mmtclimited.com)
- 2) Mr Goutam Mitra (+91 11 -24381515), Email : [gmitra@mmtclimited.com](mailto:gmitra@mmtclimited.com)
- 3) Mr. Mohit Goyal (+91- 11 - 24381359), Email - [Mohitgoyal@mmtclimited.com](mailto:Mohitgoyal@mmtclimited.com)

## A. Scope of Work

- i. The scope of work shall include determination of Quality/ Quantity, conducting Draft Survey Inspection, providing daily loading reports, sampling, quality testing/analysis, providing relevant Quality/ Quantity/ other Certificates as requested by MMTC and/or specified in MMTC's purchase contracts of the fertilizers, in bulk, to be loaded at various load ports all over the world, as and when imported by MMTC on behalf of Government of India or otherwise.
- ii. Fertilizers will be required to conform to the specifications and analytical procedure stipulated in FCO (Fertilizer Control Order), 1985 and Amendments thereof as well as purchase contracts entered into between MMTC and the suppliers.
- iii. In addition to various jobs and responsibilities of Load port Inspection agencies as defined in MMTC's EOI document and/or purchase order/contracts; **Illustrative scope of work is as per Annexure I.**
- iv. Successful/nominated agency has to ensure completion of all jobs/scope of work as per MMTC's EOI/purchase orders from time to time and shall not be limited to details provided in Annexure I.
- v. The Surveyors will be required to provide following information at various stages during the course of shipment as follows:-
  - Surveyors to intimate MMTC on the arrival of the vessel at load ports, NOR tendered, NOR accepted, loading commenced, draft survey, loading status, stoppages, departure of the vessel, etc. on daily basis.
  - Before the vessel takes berth, name of inspectors who will conduct the inspection and condition of the hatches and cleanliness of holds etc. shall be indicated.
  - Surveyors are required to provide daily report on loading status, disruptions in loading along with its duration and reasons for the same.
  - Quantity of Fertilizer cargo actually loaded on the ship along with certification that the inspectors are present at time of determining weight by draft survey/weigh Bridge.
  - System of loading the cargo (by conveyors / grabs/ barges, etc.).
  - Weather conditions prevailing at the time of loading to be informed from time to time
  - Physical condition and color of the cargo.
  - During the course of loading, if any development such as rain/snow fall, admixture of foreign material, etc. takes place which is likely to affect the quality & weight of the cargo, the same should be notified promptly to MMTC.
  - In case of stoppage in loading due to unforeseen events, whether the supplier took adequate steps to protect the cargo at the time of loading and after loading and to minimize the losses.
- vi. On completion of loading of the vessel, total weight as determined by draft survey is to be given. The inspector should also confirm that trimming (for bulk cargo) is not done by use of bull-dozers.
- vii. After analysis of samples, inspectors should indicate the specifications of material and whether it is in conformity with contractual specifications. Any deviation should be clearly brought out and to be intimated to MMTC at once. Name of the Laboratory where analysis is conducted should be mentioned.
- viii. Confirmation that representative samples were taken and submitted to laboratory.

- ix. Inspection agencies empanelled for Inspection of Urea cargo on Government account will also be empanelled for other bulk and containerized non canalized fertilizers.

## **B. Cargo and its specifications**

- i. The fertilizer grade urea as bulk cargo in Mass vessels with capacity ranging from 25000 MT +/- 5 percent to 75000 MT +/- 5 percent.
- ii. The specifications of the cargo are as per Indian FCO (Fertilizer Control Order), 1985 and Amendments thereof from time to time or as provided by MMTC Limited.

## **C. Method of Analysis**

Inspection Agency to specify method of inspection/ analysis used by them for fertilizers.

## **D. Qualification Criteria**

The applicant should be:

- i. Full time Member of International Federation of Inspection Agency (IFIA).
- ii. The applicants must have satisfactorily handled at least 5 lakh MTs of Urea, DAP, MAP, MOP and other fertilizers put together for survey and quality inspection activities at load port of major exporting countries during last 3 years.

Sr. No.	Buyer	Vessel Name	Load Port	Qty in MT	Month and year of Inspection
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- iii. The applicant/agency should not have been blacklisted/ banned for participation in any Empanelment/Tender intended by Government or by any Government Undertaking in India for inspection of fertilizers at load ports. The agency shall have to submit an UNDERTAKING to this effect at the time of application for pre-qualification. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- iv. Applicants have to submit documentary evidence in support of all above.

## **E. Bid Security**

- i. Applicants shall submit Bid money of Rs. 50,000/- (Rupees Fifty Thousand only) digitally in MMTC Account as per the Bank details  
Beneficiary Name: MMTC Limited, Beneficiary Bank: State Bank of India, Account No: 10813608375, IFSC code: SBIN0017313, SWIFT Code: SBININBB824, Branch - CAG II Branch
- ii. The Bid money shall be converted into a Performance Guarantee amount on award of the contract and shall remain with MMTC for 30 months from the date of commencement of the contract.

## **F. Details of Documents required**

- i. Copy of recent active membership of International Federation of Inspection Agency (IFIA)
- ii. Credit rating certificate from D&B/S&P/Moody'

- iii. Letter of Authority in favor of local agents (as per Annexure-4) on Principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the Principal foreign company, including attestation of local agent's signatures by the Principals. However if Local Agent is an Indian Company then Board's Resolution passed by Indian Company on the company letter head duly authorizing the 'Authorized Representative (AR)'.including attestation of AR's signatures by the India Company..
- iv. Board's Resolution/Letter of Authorization on Principal foreign company/firm's letter head duly authorizing the 'Authorized Representative (AR)'.
- v. Copy of documentary proof of remittance of Rs. 50,000/- towards Bid Security.
- vi. Company's website mentioning countries along with name of ports where the company's own office and laboratories are located including the telephone no fax no.
- vii. Details of fertilizer inspection and quality analysis laboratories, their locations and equipment available for each port for which services are being offered.
- viii. Details of draft survey, quantity and quality inspection activities carried out at various load ports of various major exporting countries of fertilizers during last 3 years along with supporting documents
- ix. Details of corporate clients for whom inspection services are being carried out on regular basis along with supporting documents.
- x. Details/names of Accreditation associations/ bodies and the countries from whom accreditation certificates for laboratories have been obtained along with copies of respective Accreditation Certificates
- xi. Audited annual accounts and balance sheets for last three years.
- xii. Copy of Tax Residential Certificate (TRCs)/ Tax Identification number (TIN) and non - permanent establishment (Non PE) of organization along with contact no. email Id and address, etc if any, is required to be submitted. This certificate is required in pursuance of the terms of double taxation avoidance agreement.
- xiii. Indian PAN no. (if any)
- xiv. Undertaking on not being blacklisted by any public sector undertaking or any similar institution of Government of India, If yes, the details.
- xv. Consent letter for acceptance of load port Inspection charges for Urea on Government account as per - Annexure 6.
- xvi. Expression of Interest document duly signed and stamped in full.

## **G. Payment of Inspection Charges**

Urea is imported on Government account payment shall be made at approved/fixed rate of Department of Fertilizers, Ministry of Chemicals & Fertilizers, Government of India, from time to time for load port inspection of Urea on Government account. The current approved/fixed rate of DOF for load port inspection of urea on Government account is USD 0.07 Per metric tonne (PMT) all inclusive of taxes and other charges. Applicants to submit consent letter (as per format at Annexure-6) on their company's letter head for the same. Applicants who do not accept this clause will not be empanelled for load port inspection of Urea on Government account.

Inspection charges will only be paid in US Dollars, Therefore bill must be raised by the foreign (outside India) entity, details of which should be provided in annexure no. 7. Also the inspection report will only be accepted if issued from entities mentioned in annexure no. 7.

Payment of inspection charges will be made by MMTC after satisfactory work done by Inspection agency as per Annexure 1

The applicable withholding taxes will be deducted from contractor's payment. Also any extra taxes due to non submission of Resident Tax Certificate will be recovered from Contractors payment.

#### **H. Term of Empanelment**

The empanelment will be valid till 30<sup>th</sup> September 2022. It may be extended at sole discretion of MMTC.

#### **I. Inspection work apart from Urea on Government account**

As per A(ix) above, for any cargo other than urea on government account, separate price bid will be called from all empanelled agencies with bidding time frame of 7 days, confirming the load ports and all other details and the inspection work will be awarded accordingly as per terms and conditions mentioned in price bid .

#### **J. Arbitration Clause**

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

#### **K. Bid Submission**

- i. The applications addressed to CGM (Fertilizers) for empanelment are required to be submitted in electronic mode on website <https://mmtc.abcprocure.com>.
- ii. Applications are to be submitted on your company's letter-head. Documents to be signed by authorized representative of principal company. In case documents are signed by an authorized agent, the letter of authority (strictly as per enclosed proforma at Annexure - 4) has to be submitted along with the application.
- iii. Offers deficient / incomplete / received late and/or not accompanied by Copy of documents and EMD proof or not in conformity with EOI conditions are liable to be summarily rejected. MMTC reserves the right without assigning any reason to accept or reject any offer including the lowest offer.

#### **L. General Terms**

- i. MMTC reserves the right to reject the offer or any portion thereof or to accept any portion of the application and to appoint more than one inspection agency in each country/port without assigning any reason.
- ii. Incomplete applications are liable to be rejected.
- iii. MMTC does not commit for any assured business and it shall be at MMTC's discretion to appoint for a given assignment any Inspection agency at any/all load port(s)

iv. TDS/Withholding tax shall be deducted as per statutory requirement.

#### **M. Instructions to Bidders**

- i. Bids on company's letter head have to be mandatorily submitted in electronic mode only through e-Procurement Portal <https://mmtc.abcprocure.com>
- ii. For submission of bids electronically, bidders are required to get themselves registered with eprocure.gov.in website using Class III Digital Signature Certificate and must comply with NIC Terms and Conditions.
- iii. Covering letter only on bidder's letter head (as per Annexure- 3) shall be submitted electronically as Pre- qualification bid.
- iv. Pre-qualification bid along with Original Covering Letter on company's letter head along with other required documents, viz Pre-qualification bid as per Annexure- 3, Bid Security, Support Document, complete set of EOI document duly signed and stamped on each page as a token of acceptance of all terms and conditions plus other required documents of Notice inviting EOI must reach MMTC in electronic mode on website <https://mmtc.abcprocure.com>. This Pre-qualification bid have to be before closing date and time of bid submission.
- v. Applicants are advised in their own interest to submit the online bids well before the bid submission end date & time. MMTC will not be responsible for any delay or the difficulties encountered during the submission of bids due to any technical or other problems. For any queries regarding participation in website <https://mmtc.abcprocure.com>, you may contact at +91-9099090830, [delhi.support@eptl.in](mailto:delhi.support@eptl.in), [sumit.kumar@eptl.in](mailto:sumit.kumar@eptl.in)

**DUTIES AND RESPONSIBILITIES OF INSPECTION AGENCIES**

1. As and when required, Inspection agencies will carry out pre shipment inspection at the overseas load ports with a view to ensure that fertilizers offered for shipment is as per specifications stipulated in the purchase contracts entered into between MMTC and the suppliers.
2. The information about cargo carried by vessel in its earlier voyages
3. Prior to commencement of loading, inspectors will inspect hatches, holds and the hatch covers to determine the suitability of vessel for carrying fertilizers. The Contractor shall send clearly visible photographs of all empty hatches before commencement of loading by e-mail
4. Preparation of Statement of Facts / Events from the time of vessel's arrival at Load port till the sailing of the vessel, which shall be duly signed by Master of the vessel and / or his agent.
5. Conduct initial & final draft survey in association with Master of the vessel to ascertain the quantity loaded in the vessel and issue the weighment certificate / Draft Survey Report. The Draft Survey has to be carried out by qualified and competent / experienced surveyor. The Draft Survey report shall consist of following:
  - Density of sea water at load port
  - Stability tables (hydro-static) of the vessel
  - Sounding of all tanks available on the vessel
  - Details / particulars affecting the Draft Survey results
  - Facts & figures of consumables / deductions on the vessel at Initial & Final Survey
  - Trim to be applied for ascertaining quantity of Ballast and fresh water
6. As far as possible, all inspection operations to be supported by Digital photographs and to be send to all MMTC email Id's, mentioned in the Work order email.
7. The inspector will be present throughout loading period. Samples to be drawn as per procedure stipulated in FCO (Fertilizer Control Order), 1985 & amendments thereof from time to time and/or purchase contracts entered into between MMTC and the suppliers
8. The analysis of sample is to be carried out for Urea (Fertilizer Grade) as detailed under Annexure-2 After analysis of samples, inspectors should inform whether it is in conformity with contractual specifications. Any deviation should be clearly brought out and to be intimated to MMTC at once. Name of the Laboratory where analysis is conducted should be mentioned.
9. All sub lot samples should be thoroughly mixed and riffled to make a composite sample for the analysis. Part of the composite sample should be forwarded to MMTC/agency nominated by MMTC for records
10. The sample will be analyzed as per the International standard methods prescribed in the Purchase Contracts of MMTC and the Fertilizer (Control) Order 1985 (as per latest amendments)
11. For Bulk shipment, the weight of the cargo shall be determined through draft survey in association with the master of the vessel. The name of the agency conducting draft survey should be indicated.

12. Preparation Of Samples - Consolidation of increment samples into the gross sample and sample reduction by riffing shall be according to Procedure No. 3 II OS Page 49 of NPFI Analytical Methods (Revised Edition)
13. Distribution of Official Samples - The official sample obtained may be divided into 4 equal parts one part each by means of riffing that package of fertilizer obtained from all increments. One of the 4 parts is for analysis by the inspection agency, one to be made available to the seller upon request, and of the remaining 2 such parts one shall be retained by the inspection agency for a minimum period of 6 months for possible use by a reference chemist and one part is to be forwarded to MMTC/agency nominated by MMTC.
14. Analysis Of Samples - The official sample obtained shall be analyzed based on analytical method specified in the contract between buyers and the sellers. The results of analysis shall be made available promptly to the buyers and all others concerned including suppliers for negotiating documents through Bank. All Analysis should be done by the inspection agency's owned Laboratory by qualified chemists.
15. Report And Certification - Upon collection of analysis of the material for each shipment, certificate of inspection shall be issued by the Inspection Agency to the buyers and sellers. The inspection agency shall ensure that the certificates are made available promptly by in any case not later than a period of 72 hrs from the date of sailing. The following documents are required on completion of job
  - a. Detailed Initial/Final draft survey report.
  - b. Weighment Certificate based on Draft Survey.
  - c. Analysis Report
  - d. Hold Inspection Certificate.
  - e. Joint Sampling Certificate
  - f. Stowage Plan.
  - g. The daily loading report to be sent on e-mail
  - h. Vessels hydrostatic table, Stability Table and vessels calibrated tank sounding table.



**SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE**

DESCRIPTION: The material shall be in the form of white free flowing granules, prills or pellets or shots, shall be free from visible impurities and dust. The material must be chemically treated and coated to reduce Hygroscopicity.

NOTE: The material shall be considered free flowing at the time of unloading, if the prills/granules are separate from each other, the lumps or crust formed in the hatches of vessels are broken with slight pressure of fingers into separate prills/granules and if the cliffs formed near the walls of the hatches can be broken by slight pressure with bamboo sticks/or iron rods.

Urea supplied shall be either in prilled or in granular form but no mix-up will be allowed cargo-wise. The whole vessel must have same type of urea loaded in it. Combined shipment of prilled and granular urea even in separate holds of vessel is not permitted.

In case any deviation observed on above, the same should brought to the notice of MMTC immediately and also should be mentioned clearly in the report.

## Analysis report format

Sr no.	CHARACTERISTICS	REQUIREMENTS	RESULT
1.	Moisture Percent by weight maximum	0.50 Percent	
2.	Total Nitrogen percent by weight (on dry basis)	46.00 Percent	
3.	Biuret percent by weight maximum	1.50 Percent	
4.	Particle Size (Prilled)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.	
		OR	
	Particle Size (Granular)	The portion of the material passing through 4.0 mm IS SIEVE (Tyler Sieve 5) and retained on 2 mm IS SIEVE (Tyler Sieve 9) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 2.00 mm IS SIEVE.	

Methods Of Analysis		
1.	Nitrogen	2.4.03. AOAC (1995)
2.	Biuret	2.4.23 AOAC (1995)
3.	Moisture	D.4 (TFI, 1982)
4.	Particle Size	IV A, TFI (1982)
5.	Sampling	2.1.01. AOAC (1995) or IC 1, IC 2, (TFI-1982) or Schedule II A of FCO, 1985

**QUALIFICATION APPLICATION - COVERING LETTER FORMAT**  
**(ON APPLICANT'S LETTER-HEAD)**

**E- TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020**

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

To,

Chief General Manager,  
 Fertilizer Division, Core-1, SCOPE Complex,  
 7 Institutional Area, Lodhi Road,  
 New Delhi, 110003, India

**Subject- Submission of Bid**

Dear Sir,

We here by provide our details along with the documents mentioned at serial no. F of your Notice Ref. no. **MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020** for your consideration:-

Sr no.		
1.	Applicant's Name	
2.	Address of the applicant	
3.	Contact Details	Mobile no: Email Id :  Mobile no: Email Id :  Mobile no: Email Id :  Mobile no: Email Id :

MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020

Sign and Stamp

4.	Contact details for Indian representative	Mobile no: Email Id :  Mobile no: Email Id :  Mobile no: Email Id :  Mobile no: Email Id :
5.	Details of countries along with name of ports where laboratories/offices are present and for which services are being offered (please enclose supporting documents)	• • • • • • • • • • •
6.	Details of draft survey, quantity and quality inspection activities carried out for fertilizers at various load ports of various major exporting countries of fertilizers during last 3 years (please enclose supporting documents)	• As per format in point no. D (ii.)
7.	Details of corporate clients for whom inspection services are being carried out on regular basis (please enclose supporting documents)	• • • • • • • • • •
8.	Details/names of Accreditation associations/bodies and the countries from whom accreditation certificates for laboratories have been obtained (please enclose copies of all respective certificates)	• • • • • •
9.	Copy of valid IFIA membership enclosed	Yes / No
10.	Letter of Authority (as per Annexure-4) on principal foreign company's letter head, duly signed and stamped by the Authorized Representative (AR) of the principal foreign company in favor of local agent enclosed	Yes / No

11.	Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR enclosed	Yes / No
12.	Copy of documentary proof of remittance of Rs. 50,000/- towards Bid Security as per Point No.7 enclosed	Details - _____ _____ _____
13.	Audited annual accounts and balance sheets for last three years enclosed	Yes / No
14.	Copy of Tax Residential Certificate (TRCs)/ Tax Identification number (TIN) enclosed	Yes / No
15.	Indian PAN no. (if any)	
16.	Undertaking on not being blacklisted/ banned by Government or by any Government Undertaking in India for inspection of fertilizers at load ports as per Annexure-5 enclosed	Yes / No
17.	Consent letter for acceptance of load port Inspection charges for Urea on Government account as per Annexure- 6 enclosed	Yes / No
18.	Acceptance to the terms and conditions of MMTC's Notice for empanelment (each page duly signed and stamped) enclosed	Yes / No
19.	Undertaking for Load Port Inspections of Fertilizers Urea Vessels done by Our Overseas Group Companies enclosed, Annexure - 7	Yes / No
20.	Duly signed and stamped Integrity pact Annexure - 8	Yes / No
21.	Duly signed and stamped Fraud prevention policy Annexure - 9	Yes / No
22.	Deviations from MMTC's Terms & Conditions, if any (Applications with deviations are liable to be rejected at sole discretion of MMTC)	• • • • • • • • • • • • • • • •

We certify that we would adhere to Fraud Prevention Policy (Annexure -9) of MMTC and not indulge or allow anybody else working in the Corporation to indulge in fraudulent activities and would immediately apprise the Corporation of the fraud/suspected fraud as soon as it comes to our notice. In

case of failure to do so, the Corporation may debar them for future transactions.

We have carefully gone through all the terms and conditions of the Notice inviting EOI documents and hereby agree to abide by the same without any condition/deviation.

Name & Signature of the Applicant with Seal of Designation

Place:

Date:

**To be given on Principal foreign company's Letter head**

Ref. no.

Date: \_\_\_\_\_

To  
Chief General Manager,  
Fertilizer Division, Core-1, SCOPE Complex, 7 Institutional Area,  
Lodhi Road, New Delhi, 110003, India

Dear Sir,

**LETTER OF AUTHORITY**

**E- TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020**

We \_\_\_\_\_ (Name of the Applicant) against and existing under the Laws of \_\_\_\_\_ (Name of the Applicant's country) having its registered/principal office at \_\_\_\_\_ hereby appoint \_\_\_\_\_ Agency and \_\_\_\_\_ (Name of the agent) as our agent to do in our name all or any of acts mentioned herein under concerning MMTC's referred Notice for empanelment of Internationally Reputed Independent Third Party Inspection Agencies/ Surveyors for inspection of all types of fertilizers at overseas load ports on behalf of MMTC of India Limited:

- i. To sign and submit application on our behalf and participate in the above referred Notice for empanelment of Inspection Agencies.
- ii. To receive letter of Award/order from MMTC on our behalf and to sign relevant documents in connection therewith.
- iii. To do all other acts in connection with the above referred Notice for empanelment of Inspection Agencies as our agent.

We do hereby agree to ratify and confirm whatsoever our said agent shall do or cause to be done by virtue of this Letter of Authority.

This Letter of Authority comes into effect on and after \_\_\_\_\_ (mention date, month and year) and valid till **30.09.2022**. This shall remain in full force unless revoked earlier by us by giving in writing to MMTC.

Thanking you,

Yours faithfully,

(Signature of Authorized Representative of Principals with name and full address)

Signature of Authorized Person(s) of Local Agent

Signature of local agent's authorized person is duly attested  
(To be signed by the representative issuing this letter of authority)

MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020

Sign and Stamp

**On Company's Letter Head**

Ref. no.

Date: \_\_\_\_\_

To

Chief General Manager,  
Fertilizer Division, Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road,  
New Delhi, 110003, India

**E- TENDER NO. MMTc/FERT/LOADPORT/2020-21/1 Dated 19.08.2020**

Dear Sir,

We \_\_\_\_\_ (Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted/banned for participation in any Empanelment/Tender intended by Government of India or by any Government Undertaking in India for carrying out Inspection Agency's jobs at load ports or otherwise.

Thanking You

Yours faithfully

(Name, Signature and Stamp of the Authorized Person)

**On Company's Letter Head**

Ref. no.

Date:\_\_\_\_\_

To

Chief General Manager,  
Fertilizer Division, Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road,  
New Delhi, 110003, India

**E- TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020**

**Subject: Acceptance of load port inspection charges for Urea on Government account.**

Dear Sir,

We,\_\_\_\_\_ (Name of the Organization), hereby confirm our unconditional acceptance of load port Inspection charges for import of urea on government account at the rates fixed from time to time by Department of Fertilizers, Ministry of Chemicals & Fertilizers, Government of India (present rate is USD 0.07 per Metric Tonne, all inclusive of taxes and other charges).

Thanking You

Yours faithfully

(Name, Signature and Stamp of the Authorized Person)



**On Company's Letter Head**(To be filled in tender process for details only)(Duly signed and stamped copy on Letter head to be submitted after signing of contract)

Ref. no.

Date: \_\_\_\_\_

To

Chief General Manager,  
Fertilizer Division, Core-1,  
SCOPE Complex, 7 Institutional Area,  
Lodhi Road,  
New Delhi, 110003, India

**E- TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020****Subject: Load Port Inspections of Fertilizers Urea Vessels done by Our Overseas Group Companies**

We, \_\_\_\_\_ participated in your global TENDER NO. MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020 for empanelment of Inspection Agencies for Overseas Load Port Inspection all over the world for your Fertilizer Vessels, wherein we were nominated to carry out the Load Port Inspection work as per the Scope of Work given in your tender.

For Load Port Inspection, Work Order was given to our Company. However, on our authorization, Load Port Inspection (LPI) was conducted by our other Overseas (Foreign) Group Companies and Load Port Inspection Reports/Certificates were issued by our respective Group Companies, who had carried out the LP Inspection work but all the Bills had been / are being issued by one of our Overseas Group Company, \_\_\_\_\_, in US Dollars at the rate at which we had been awarded the work.

We hereunder give the detail of our other Overseas Group Companies who had conducted the LP Inspection work under the above contract;

S. No.	Name of Overseas Group companies	Address and contact details (Mandatory)
1		
2		
3		
4		

MMTC/FERT/LOADPORT/2020-21/1 Dated 19.08.2020

Sign and Stamp

5		
6		
7		
8		

(Bidder should submit their valid accreditation certificate for each country along with list of countries.)

We hereby undertake and indemnify MMTC Limited, New Delhi, from all the risks and responsibilities, including any kind of financial risk, tax penalty etc. for the Load Port Inspection work done and Reports/Certificates issued by our Overseas Group Companies but the Bills issued by one of our Overseas Group Companies on our behalf to MMTC Limited, New Delhi and MMTC paid the Bills to our said Overseas Group Company in US Dollar after deduction of With-holding Tax at applicable rates.

We also undertake/indemnify MMTC Limited, New Delhi that our Company \_\_\_\_\_ and our Overseas Group Companies who had conducted the Load Port Inspection work on our behalf but the Bills issued by our other Overseas Group Companies will not file any claim at any forum (in India and outside India) for any amount towards the Load Port Inspection work done by them and the Reports/Certificates issued by them but the Bills issued on MMTC on our behalf and MMTC paying the Bills to the said Group Companies.

For and on behalf of

Authorized Signatory  
(Stamped with Seal of the Company)

**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) commit 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**

- a. 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.
- b. 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.
- c. 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**

- a. 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.
- b. 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)**

- a. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
- b. 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)**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The word “**IEM**” would include both singular and plural.

### **Section 9 – Pact Duration**

- a. 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
- b. 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**

- a. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- c. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of Buyer/Vendor/Bidder)

Name:  
Designation:  
(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Name:  
Address:

(For & on behalf of MMTC)

Name:  
Designation:  
(Office Seal)

Witness 2: \_\_\_\_\_

Name:  
Address:

**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.
2. 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.
  - a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.
3. **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.
4. **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.