



**A Govt. of India Enterprise**

***Touching Lives, adding value***

**Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road**

**New Delhi – 110 003 (India)**

Notice Inviting E-Tender no. MMTC/FERT/ UREA Export(Nepal)/2019-20/02 Dated 09.07.2016 for Supply of bagged urea											
1.	COMMODITY	Supply of imported prilled urea									
2.	QUANTITY	30000 M.T. +/- 5% in 50 Kgs (net) bags with specific marking to be provided by MMTC at the time of awarding the tender.									
3.	SPECIFICATIONS OF UREA FERTILIZER	<p>PRILLED UREA</p> <table border="0"> <tr> <td>NITROGEN</td> <td>% BY WT. MIN</td> <td>46</td> </tr> <tr> <td>MOISTURE</td> <td>% BY WT. MAX</td> <td>1.0</td> </tr> <tr> <td>BIURET</td> <td>% BY WT.</td> <td>1.5</td> </tr> </table> <p>Particle size – Not less than 90 per cent of the material shall pass through 2.8 mm IS sieve and not less than 80 per cent by weight shall be retained on 1 mm IS sieve.</p> <p>The material should be free flowing with white granules. The material has to certified from an independent surveyor at loadport.</p>	NITROGEN	% BY WT. MIN	46	MOISTURE	% BY WT. MAX	1.0	BIURET	% BY WT.	1.5
NITROGEN	% BY WT. MIN	46									
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4	SPECIFICATION OF BAGS	<p>The fertilizer should be packed in 50kgs (net) in white polypropylene woven bags with polyethylene inner bags. The weight of outer polypropylene bag and inner polypropylene bag should not be less than 230 grams. The size of the bag should be 40" x 22" and fiber construction outer bag should not be less than 10" x 10" per square inch. The bag should be stitched with strong synthetic thread.</p> <p>Spare bags should also follow the same specification. If the supplier offers bags different from that as specified above they shall have to submit a sample to mmtc for approval. MMTC/its buyer may accept such a bag, if in its opinion, the alternative bag is equal or superior in quality to the bag as specified above.</p> <p>1.5 % (one and half percent) spare bags should also be delivered at no additional cost.</p>									

		The fertilizer should be bagged either at manufacturer's plant or load port. Alternatively, mechanized bagging in 50 kgs bags permitted at Indian port.
5.	MARKINGS ON BAGS (MARKINGS ARE CUMPULSORY)	The material shall be packed as per bag marking to be provided by MMTC on award of the tender.
6.	DISCHARGE POINT	Railway rake points at Indo-Nepalese border namely Raxaul/Birgunj, Nautanawa/Bhairahawa and Jogbani/Biratnagar. Quantity wise break-up to be given at the time of contract. The seller shall be responsible for demurrage/detention of railway/trucks at discharge port.
7.	DELIVERY SCHEDULE	Immediate with last date of shipment, on or before as <b>16<sup>th</sup> August 2019.</b>
8.	ORIGIN	To be indicated by bidders. Bids offering material from countries of origin against which sanctions have been imposed / facing sanctions shall not be considered and price bids of such tenders shall not be opened. Further bidder shall ensure that no entity/individuals/promoters involved in the supply chain are facing/have sanctions of any nature and MMTC shall not be held liable or responsible in any manner whatsoever if the bidder/supplier fails to adhere to this requirement. Bidders shall submit a specific undertaking to this effect along with the bid.
9.	PRICE	To be indicated by bidders in US Dollars per metric tonne on CIF basis.  Price should include separate price for urea, bagged urea and separate price for handling of the material from Indian port (Kolkata/Haldia) to different railway rake points.  Only one price should be quoted covering deliveries at all the three destinations.
10.	PAYMENT	Payment shall be made on L/C basis as per below:  (A) Provisional payment - 75% of payment shall be made basis copies of shipping documents (B) Balance payment of 25% payment shall be made basis quantity as ascertained at destination.  Custom transit declaration certificate has to be submitted by the supplier.
11.	VALIDITY	Offer should be valid up to 1700 hrs IST on 30.07.2019. However tenderers must be prepared to extend the validity of the offer in case required.
12.	INSURANCE	Insurance shall be arranged by seller and the duly endorsed policy covering movement up to the three delivery points should be submitted along with other documents which will be specified by MMTC at the time of signing of the contract.

		<p>The consignment must be insured up to final destination for CIF price plus 15% of sum against all risks including TNP, SRCC, war damages, terrorism etc. The validity of insurance policy must be at least 60 days after final date of discharge at respective destination. Any excess limit clause in insurance policy will not be acceptable.</p> <p>Any shortages/damages/non-delivery of the material as reported at railway rake points as ascertained by the surveyors, equivalent insured amount will be deducted while making payment to the supplier or from the PG bond submitted by them.</p>
13.	MANUFACTURER'S CONFIRMATION	The tenderer should submit a written confirmation from manufacturer stating the guarantee to supply the goods as per the specification and quantity mentioned in the tender document.
14.	CERTIFICATE OF AGRICULTURAL USE	The tenderers along with the tender should also submit a certificate issued by the government approved testing laboratories that the fertilizer to be supplied under this tender is fit for agricultural use.
15.	CLEARING OF THE GOODS	Prior to the arrival of goods at the respective railway rake points, the supplier will be responsible to arrange all necessary documents for clearing of goods at the custom point. The supplier should inform three weeks prior to the departure of each consignment and send one set of dispatch documents by mail to following e-mail id's: <a href="mailto:pankajk@mmtclimited.com">pankajk@mmtclimited.com</a> , <a href="mailto:nityanand@mmtclimited.com">nityanand@mmtclimited.com</a> , <a href="mailto:asingh@mmtclimited.com">asingh@mmtclimited.com</a> and DHL or any such internationally reputed courier to MMTC/its buyer upon departure of goods from dispatch point.
16.	SPARE BAG USAGES	Spare bags may be used for any sweeping or repacking. Supplier has to ensure that the entire cargo is delivered in fully intact bags. In case of any torn bags or loose cargo, the supplier shall be responsible for rebagging at their own cost. No extra charges shall be paid in case of rebagging for delivery upto rake points.
17.	GUARANTEE(S) TO BE FURNISHED	<p>Bid bond - Bidders have to submit bid bond of 5% of the value of the cargo including positive tolerance. Proforma of Bid bond is enclosed as per annexure -I.</p> <p>PG bond - Successful bidder has to submit PG bond of 5% of the value of the contract including positive tolerance. Proforma of PG bond is enclosed as per annexure - II. The performance guarantee should be valid for 1 year from the date of issue.</p> <p>MTPL Singapore being 100% subsidiary of MMTC Limited being exempted from submission of bid bond/ PG bond.</p> <p>The guarantee(s) should be in US Dollars. The Bid bond / PG bond should be established through any Indian nationalized bank or a schedule bank in new Delhi.</p>

18.	QUANTITY AND QUALITY	Quantity – Delivered quantity at destination is final.  Quality – As per internationally reputed loadport inspection agency appointed by MMTC shall be final.
19.	ELIGIBILITY CRITERIA	The bidder should have successfully supplied minimum two parcels of Urea to India/Nepal in the last 05 years and shall provide documentary evidence to this effect.
20.	GENERAL	<p>(I) Please note that the form of material should be strictly as per specifications as mentioned above, conforming to Indian FCO.</p> <p>(II) 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>(III) Contract shall be constructed and governed by Indian law.</p> <p>(IV) Suppliers have to furnish certificate of quality, quantity, non-contamination and fit for agriculture use.</p> <p>(V) All conditions such as Bid bond/PG bond, specification, marking on the bags, insurance, loadport inspection, validity of the offer, delivery, etc should be strictly as per tender.</p> <p>(VI) All the bidders have to sign the integrity pact as per Annexure III.</p> <p>(VII) Tenders may be rejected if the conditions stipulated are not fulfilled.</p> <p>(VIII) The independent external monitor can be contacted for IP related query/ complain only. The independent external monitors (IEMS) for this tender shall be Shri D.R. S. Choudhary, IAS (Retd.). All correspondence to him regarding implementation of ip should be addressed to : Shri D.R. S. Choudhary IAS (Retd.), independent external monitor , MMTC Limited, Core-1, Scope Complex, 7, Institutional Area, Lodhi road, New Delhi-110003. They can also be reached at <a href="mailto:dilp.chaudhary@icloud.com">dilp.chaudhary@icloud.com</a></p> <p>(IX) Class III digital signature certificate (DSC) is mandatory to participate in e-auctions/ e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAS approved by CCA. Minimum time to procure DSC is 5 working days.</p> <p>(X) All bidders are required to enclose a payment of RS. 10,000 plus applicable GST, currently 18% (by way of DD/PO drawn in favour of 'MMTC Limited' and payable at New Delhi) towards tender documents cost at the time of participation.</p>

The bids (both technical and price) are to be submitted latest by 1400 hrs IST on 16.07.2019 through electronic mode for which bidders may log on to website <https://mmtc.abcprocure.com> . Supporting documents can be submitted in the tender box placed at, the below mentioned address: MMTC Limited, Fertilizer division, 7th floor, Core 1, Scope Complex, Lodhi road, New Delhi

**ANNEXURE-I**

**(On a Stamp Paper of Rs. 100/- to be executed by a Branch of an Indian Scheduled Nationalized Bank)**

**BID BOND PROFORMA**

M/S. MMTC LTD.,  
CORE 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 UREA to MMTC and the offeror is required to submit a Bid Bond in US Dollars for  
5% of the value of the cargo including positive 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 USD \_\_\_\_\_  
\_\_\_\_\_ 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. The bid bond  
amount should include 5% positive tolerance. 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.

Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to USD.  
\_\_\_\_\_(US Dollars \_\_\_\_\_ only) and it  
will remain in full force up to \_\_\_\_\_ 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 there under. 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 \_\_\_\_\_

Note: Bid Bonds to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

**PERFORMANCE GUARANTEE BOND PROFORMA**

**(To be issued by an Indian Scheduled Nationalized bank on stamp paper of appropriate value)**

M/S. MMTC LTD.  
SCOPE COMPLEX  
7 INSTITUTIONAL AREA, LODI ROAD,  
NEW DELHI-110 003,  
DELHI, INDIA

1. Against Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said "Contract") entered into between the MMTC Ltd., (hereinafter called the Buyers) and M/s. \_\_\_\_\_ (hereinafter called the Sellers) this is to certify that at the request of the Sellers, we \_\_\_\_\_ Bank are holding in trust in favor of the Buyers, the amount of US\$ \_\_\_\_\_ payable to the Buyers on demand immediately without protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said Contract or supply material short than the contracted quantity as revealed by delivered quantity at destination or if penalties are levied due to quality deviations (nutrients/ moisture/particle size ) from contractual specifications as revealed by load port analysis report or liability towards dead freight and despatch/demurrage not settled. The decision of the Buyers duly communicated in writing to the Bank that the Seller have failed to perform all or any of the obligations under the contract or have delivered short quantity at the delivered quantity at destination /or penalties have been levied due to quality deviations (nutrients/moisture/particle size) from contractual specifications as per loadport analysis report at the discharge port or have not settled despatch/demurrage and dead freight shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the sellers). The said amount of US\$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or proof whatsoever.
2. It is fully understood that this Guarantee is effective for a period of one year i.e w.e.f dated \_\_\_\_\_ and valid up to dated \_\_\_\_\_ and that we \_\_\_\_\_ Bank undertake not to revoke this Guarantee during its currency without the consent in writing of the Buyers.
3. We, \_\_\_\_\_ Bank, further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Suppliers and/or forebear to enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ Bank, shall not be released from our liabilities under this Guarantee by reason of any such variations or extension being granted to the said Sellers or for any forbearance and/or omission on the part of the Buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the Law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this Performance Guarantee.

4. We, \_\_\_\_\_ Bank, further agree that the Guarantee herein contained shall not be affected by change in the constitution of the said supplier/ importer/consignee.

FOR \_\_\_\_\_ BANK

ACCEPTED

Note: Conditional PG Bond will not be accepted. PG Bonds to be furnished in US Dollars only. PG Bond in Indian Rupees will not be accepted.

**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**

- 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.
- e. This integrity Pact relates to Contract number and Date as \_\_\_\_\_-.

(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.