

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

NOTICE INVITING E-TENDER NO. MMTC/FERT/ ROCK PHOS/2015-16/01 DATED 26.06.2015 FOR SUPPLY OF ROCK PHOSPHATE IN BULK		
1.	COMMODITY	SUPPLY OF ROCK PHOSPHATE
2.	QUANTITY	2 X 20000 MT +/- 10% FOR DICHARGE AT MBPT (ID) MMTC RESERVES THE RIGHT TO DECIDE EXACT QUANTITY TO BE PURCHASED EITHER IN FULL OR PART AND ALSO RESERVES THE RIGHT TO BUY PART QUANTITY OUT OF THE OFFERED QUANTITY BY A BIDDER. MMTC ALSO HAS THE DISCRETION TO INCREASE THE QUANTITY TO MEET THE EXIGENT REQUIREMENT OF OUR CUSTOMERS
3	SHIPMENT PERIOD AND DETAILS OF DISCHARGE PORT	1 ST SHIPMENT OF 20000 MT +/- 10% IN AUGUST 2015 2 ND SHIPMENT OF 20000 MT +/- 10% IN OCTOBER 2015 DISCHARTGE PORT SHALL BE MBPT (ID) AND THE RATE OF DISCHARGE IS 2000 MT PWWD BAIS 4 OR MORE AVAILABLE / WORKABLE HOLFDS / HATCHED, PRO-RATA IF LESS. BEAM : 85 INCHES LOA : 585 INCHES DRAFT : 30 FEET
4	PRODUCT AND PACKAGING	ROCK PHOSPHATE IN BULK
5.	SPECIFICATIONS	Low Grade – Rock Phosphate P2O5 (% Min. by Wt.) : 29.00 % CaO (% Max. by Wt.) : 52.00 % F (% Max. by Wt.) : 4.50 % SiO2 (% Max. by Wt.) : 8.00 % CO2 (% Max. by Wt.) : 6.00 % Chlorides as Cl (% Max. by Wt.) : 0.15 % MgO (% Max. by Wt.) : 0.70 % Total R2O3(Fe2O3+ Al2O3) (% Max. by Wt.) : 4.50 % Organic Matter (% Max. by Wt.) : 0.50 % Moisture (% Max. by Wt.) : 3.00 % <u>SIEVE ANALYSIS</u> The size of rock phosphate shall be 100% passing through Tyler Mesh size 4 (4.76mm) ,minimum 85% passing through Tyler Mesh size 20 (0.841 mm) and minimum 30% passing through Tyler Mesh size 100 (0.15 mm) Notes: Bidders to submit their offer with guaranteed values against the above specified constituents, as the same shall be used for evaluation. Any offer with “typical” or “indicative” values of the above constituents shall not be

		<p>accepted.</p> <p>The detailed specifications of Rock Phosphate offered by the tenderer shall also be supported by the producer.</p> <p>Any new source of Rock Phosphate meeting NIT specifications shall be considered only for trial purpose subject to price being competitive.</p>
5.01	MUTUALLY AGREED DAMAGES ON ACCOUNT OF HIGHER MOISTURE:	<p>In the event the moisture content of the material loaded aboard the vessel is in excess of percentage moisture quoted by the bidder but is below 5% based on the analysis reports of the separate independent Inspection Agencies, appointed by MMTC and supplier at load port, the consignment shall be accepted after deducting quantity equivalent to excess Moisture content over and above guaranteed Moisture from the BL quantity and invoicing on applicable CFR price.</p> <p>In case moisture content is found to be higher than 5%, MMTC shall have right to reject the consignment or accept at its sole discretion. However, in case MMTC / its buyer's accepts the consignment at its sole discretion, in such case the mutually agreed damage on account of excess moisture shall be after deducting quantity equivalent to two times the quantity of the excess Moisture over and above 5% from the BL quantity in addition to single time deduction for Moisture upto 5% as mentioned above.</p> <p>The party shall invoice with adjusted quantity as stated aforesaid towards higher Moisture content and such rebate in quantity shall be invoiced on applicable CFR price.</p>
5.02	MUTUALLY AGREED DAMAGES ON ACCOUNT OF LOWER P2O5:	<p>The price quoted shall be based on minimum P2O5 content offered on dry basis. In case the P2O5 content is found to be less than the offered minimum P2O5 and is not below 29% based on analysis reports submitted by separate independent inspection agencies, appointed by MMTC and supplier at load port, two times pro-rata rebate in the invoice shall be given at the applicable CFR price.</p> <p>In case P2O5 content is found to be below 29%, MMTC shall have right to reject the consignment or accept at its sole discretion. However, in case MMTC accepts the consignment at its sole discretion, in such case the mutually agreed damage on account of lesser P2O5 shall be equivalent to two times prorata rebate for P2O5 content lower than guaranteed percentage upto 29% plus five times prorata rebate for P2O5 content lower than 29% upto actual analyzed P2O5 percentage. The rebate shall be applicable on CFR price.</p> <p>The party shall invoice MMTC with the adjusted price after offering such rebate as stated aforesaid towards lower P2O5 content.</p>
5.03	Mutually Agreed Damages On Account Of Higher CaO:	<p>The price quoted shall be based on maximum CaO content offered on dry basis. In case the CaO content is found to be higher than the guaranteed CaO content and is below 52% based on analysis reports submitted by separate independent inspection agencies appointed by MMTC and supplier at load port, rebate shall be given in the invoice. For every 'X' % increase in CaO</p>

		<p>content over the guaranteed maximum CaO content, the rebate shall be '2X'% of the applicable CFR price.</p> <p>In no case the CaO content shall be higher than 52%. In case CaO content is found to be above 52%, MMTC shall have right to reject the consignment or accept at its sole discretion. However, in case MMTC accepts the consignment at its sole discretion, in such case the mutually agreed damage on account of higher CaO shall be equivalent to rebate of ' 2X%' on the CFR price for every 'X'% increase in CaO content over the guaranteed maximum percentage upto 52% plus rebate of '5X'% on the CFR price for every 'X'% increase in CaO content above 52% upto actual analyzed.</p> <p>It is agreed by the supplier that the rebate to be offered as aforesaid shall be exclusive of each deviation and has to be given for each of the deviation at the rates specified hereinabove.</p> <p>Invoicing shall be done as mentioned under Payment Terms.</p> <p>In the event of rejection of material by MMTC due to deviation in quality (higher moisture and lower P2O5 than specified), it is agreed that MMTC shall have the right to exercise any or both of the following options:</p> <p>a) To cancel the contract either entirely or to the extent of rejected portion thereof and purchase the material at the risk and cost of the supplier. MMTC shall be entitled to recover such additional cost by invoking the PG Bond.</p> <p>b) To purchase from other source without notice to the supplier, at the risk and cost of the supplier, the material or material of similar description for which MMTC shall have unfettered right to decide such option without canceling the contract in respect of the consignment(s) not yet due for delivery. RCF shall be entitled to recover such additional cost by invoking the PG Bond.</p>
6.	DISCHARGE PORT	MBPT (ID), INDIA
7.	ORIGIN	TO BE INDICATED BY BIDDERS.
8.	PRICE	<p>TO BE INDICATED BY BIDDERS IN US DOLLARS PER METRIC TONNE FOR BOTH FOB LOADPORT AND C&F DISPORT.</p> <p>IN ADDITION, THE TENDERER MUST QUOTE THE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UPTO 180 DAYS. MMTC MAY OPT FOR AVAILING CREDIT FOR 30 / 60 / 90 / 180 DAYS FROM THE DATE OF BILL OF LADING.</p> <p>FOR EVALUATION OF BIDS IN US\$ THE RBI REFERENCE RATE AS EXCHANGE RATE SHALL BE APPLICABLE.</p> <p>IN CASE THE OFFER PRICE IS QUOTED IN CURRENCY OTHER THAN US DOLLARS, FOR PURPOSE OF EVALUATION ONLY, THE SBI CARD RATE ON THE DATE OF TENDER CLOSING WILL BE</p>

		USED FOR CONVERSION OF THE OFFERED PRICE INTO US DOLLARS EQUIVALENT.
9.	PAYMENT	CAD OR L/C AT SIGHT AS PER MMTC'S FORMAT. REIMBURSEMENT WILL BE MADE WITHIN 5 BANKING DAYS OF RECEIPT OF ORIGINAL DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK.
10.	VALIDITY	OFFER SHOULD BE VALID UPTO 1700 HRS IST ON 14-08-2015.
11.	INSPECTION AT LOAD PORT	<p>CARGO SHALL BE INSPECTED FOR QUANTITY AND QUALITY BY AN INTERNATIONALLY REPUTED INSPECTION AGENCY APPOINTED BY THE BUYERS.</p> <p>PLEASE NOTE SUPPLIERS ARE ALSO REQUESTED TO APPOINT INTERNATIONALLY REPUTED INSPECTION AGENCY AT THE LOADPORT (OTHER THAN APPOINTED BY THE MMTC) FOR CARRYING OUT INSPECTION (SAMPLING, ANALYSIS, CERTIFICATE OF INSPECTION AND WEIGHMENT) TO THE EFFECT THAT MATERIAL IS IN ACCORDANCE WITH THE SPECIFICATIONS LAID DOWN IN THE CONTRACT. THIS SHALL ACCOMPANY THE SHIPPING DOCUMENTS. THE INSPECTION FEE SHALL BE BORNE BY THE SUPPLIER.</p>
12.	ANALYSIS & SAMPLING:	<p>The analysis for MMTC shall be made at MMTC's expenses by any recognized laboratory appointed by MMTC at load port.</p> <p>MMTC shall draw samples for determining the quality and for verification of the various constituents detailed above under clause 5.00 giving details about specification. The representative composite sample shall be drawn in the customary manner during loading operations through inspection agency appointed by MMTC.</p> <p>The supplier, if so desires, can nominate their representative to supervise the Draft Survey and drawl of samples at their own expenses.</p> <p>Samples drawn by inspection agency during loading operation shall be sealed in glass jars, two of which shall be sent to MMTC with the Master of the vessel for delivery to MMTC or its buyer's nominees at port of discharge, two to be retained by MMTC or its buyer's representative appointed at load port for checking and analysis purpose and other two to be given to suppliers for reference. A certificate of sampling detailing destination of the samples shall be made out and signed by both the parties to the sampling process.</p> <p>However, in case of contestation as regards any of the constituents, one of the samples retained by the MMTC or its buyer's representative or samples received through Master of the vessel shall be sent to a neutral body/agency or laboratory to be mutually agreed upon for umpire analysis. Results of the umpire analysis will be final and binding on both the parties and the cost for such analysis will be borne by the losing party i.e. party whose analysis differs from the umpire analysis more widely.</p>

		<p>Inspection at Discharge Port:</p> <p>An independent inspection agency at discharge port will be appointed for inspection of the cargo, analysis of the samples and draft survey. The inspection agency shall draw six samples; two for MMTC or its buyers, two for representative of the supplier and two for umpire analysis to be retained by MMTC or its buyers. In such case, supplier shall depute their authorized representative to witness sampling and draft survey. The results thus obtained shall be final and binding on both the parties including rebates on account of excess moisture and lesser P2O5 as mentioned in clause 5.01 & 5.02 respectively.</p> <p>MMTC or its buyers at its discretion may depute its representative at load port during loading operations to witness sampling and analysis of Rock Phosphate.</p> <p>Bidder shall give minimum two intermittent Analysis Report giving actual P2O5 and moisture in the Rock Phosphate during ship loading at load port.</p>
13.	WEIGHMENT	Weighment shall be as determined by draft survey conducted through an independent internationally reputed surveyor / inspection agency at the loading port appointed by MMTC at MMTC cost.
14.	INSURANCE	INSURANCE WILL BE TAKEN BY BUYER.
15.	EMD/ BID BOND	<p>A) CATEGORY – I (REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT SUBSTANTIATED BY NECESSARY DOCUMENTS) : NIL</p> <p>B) CATEGORY – II (TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST TWO YEARS DURING THE PAST FIVE YEARS SUBSTANTIATED BY NECESSARY DOCUMENTS) : US \$ 0.35/MT OR EQUIVALENT INDIAN RUPEES.</p> <p>C) CATEGORY-III: (TENDERERS OTHER THAN MENTIONED IN A AND B ABOVE) : US \$ 0.70/MT OR EQUIVALENT INDIAN RUPEES</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MMTC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF THREE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS.</p> <p>CATEGORY II & III BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p>

		<p>CATEGORY III BIDDERS ARE ALSO REQUIRED TO SUBMIT A CREDIT RATING REPORT FROM ANY OF THE FOLLOWING INTERNATIONAL CREDIT RATING AGENCIES:</p> <ol style="list-style-type: none"> 1. DUN & BRADSTREET 2. MOODY'S 3. STANDARD & POOR <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO MMTC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
16.	PERFORMANCE GURANTEE BOND	<p>A) CATEGORY – I (REPUTED PRODUCERS / MANUFACTURERS OF THE PRODUCT SUBSTANTIATED BY NECESSARYA DOCUMENTS) : 1% OF THE CONTRACT VALUE</p> <p>B) CATEGORY – II (TRADERS / SUPPLIERS WITH PROVEN TRACK RECORD OF SATISFACTORY SUPPLIES TO INDIA FOR AT LEAST TWO YEARS DURING THE PAST FIVE YEARS SUBSTANTIATED BY NECESSARYA DOCUMENTS) : 3% OF THE CONTRACT VALUE.</p> <p>C) CATEGORY-III: (TENDERERS OTHER THAN MENTIONED IN A AND B ABOVE) : 5% OF THE CONTRACT VALUE</p> <p>FORMAT OF THE PERFORMANCE GUARANTEE BOND IS GIVEN IN ANNEXURE II</p> <p>PLEASE NOTE THAT PG BOND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF ISSUANCE OF LOI.</p>
17.	INTEGRITY PACT	<p>Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annex.-III), which may be deemed to have been signed by MMTC. The Bidder(s) and MMTC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.</p> <p>The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.</p> <p>Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.</p> <p>All sub-contractors/associates whose contribution in the tender is above 20 crore shall sign IP with MMTC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.</p> <p>The Independent External Monitors (IEMs) for this tender shall be Shri Bijoy Chatterjee, IAS (Retd.) and Shri D.R. S. Choudhary, IAS (Retd.). All correspondence to him regarding implementation of IP should be addressed</p>

		<p>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. The e-mail ids are bijoychat@gmail.com and dilip.chaudhary@icloud.com respectively. Bidders are requested not to communicate any commercial enquiry to IEMs except complaints relating to integrity Pact</p>
18.	Operation Of Contract	<p>The contract will be operated on FOB basis and vessel shall be chartered through Transchart.</p> <p>On receipt of LOI from MMTC, the supplier is to provide laycan for loading of cargo based on which MMTC shall approach Transchart for lining up of suitable vessel. In case of non-availability of vessel through Transchart, the contract shall be operated on CFR basis after obtaining NOC from Transchart on shipment to shipment basis.</p> <p>Normally about a week's time is required for nomination of vessel by Transchart OR grant of NOC by Transchart. The supplier shall nominate vessel only on receipt of communication from MMTC to supply on CFR basis.</p>
19.	GENERAL	<p>(I) PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</p> <p>(II) INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUTIONS.</p> <p>(III) 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>(IV) TENDERERS WHO ARE NOT MANUFACTURERS MUST FURNISH THE NAME OF THE MANUFACTURER WHO SHALL SUPPLY THE PRODUCT AND THE COUNTRY OF ORIGIN TOGETHER WITH SUPPORT LETTER, IN ORIGINAL, FROM THE MANUFACTURER ALONGWITH THE TECHNICAL & UN-PRICED COMMERCIAL PART OF THE TENDER.</p> <p>(V) CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.</p> <p>(VI) THE VESSEL OF 25 YEARS AND ABOVE ARE NOT ACCEPTABLE.</p> <p>(VII) IN CASE BIDDERS ARE FINDING IT DIFFICULT TO PROVIDE FOR US \$ BID BOND/ PG, BIDDERS MAY SUBMIT THE SAME IN EQUIVALENT RUPEES.</p> <p>(VIII) ALL CONDITIONS SUCH AS BID BOND/PG BOND, SPECIFICATION, INSURANCE, LOADPORT</p>

		(IX)	INSPECTION, VALIDITY OF THE OFFER, SHIPMENT PERIOD, INSURANCE SHOULD BE AS PER TENDER CLASS III DIGITAL SIGNATURE CERTIFICATE(DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTION/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.
		(X)	ALL THE BIDDERS HAVE TO SIGN INTERGRITY PACT AS PER ANNEXURE III

The bids are to be submitted either through electronic mode for which bidders may log on to website <https://mmtc.eproc.in> or in the physical mode at the below mentioned address. The bid bonds in original and the credit rating (as required) are required to be submitted physically in sealed envelopes 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 tenders as above. Offers submitted without original bid bond shall not be considered. The offers in the prescribed format should be submitted by **1100 Hours IST 07.07.2015**.

ANNEXURE-I

BID BOND PROFORMA

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

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

DEAR SIRs,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF _____ MTS OF ROCK PHOSPHATE TO MMTC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD PMT FOR THE QUANTITY OFFERED ALONGWITH THE OFFER AS A GUARANTEE FOR FULFILLMENT OF ALL THE TERMS AND CONDITIONS OF SUBSEQUENT SALE, WE (BANK WITH FULL ADDRESS) HEREBY GUARANTEE AND UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY MMTC LTD., NEW DELHI THE AMOUNT OF US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MMTC’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: _____ FOR _____

PLACE: _____ BANK _____

ANNEXURE 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,

- 1) 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')
- 2) 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 One Thousand only.
- 3) 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 One Thousand only 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.
- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars One Thousand 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.

- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars One Thousand only. Our Guarantee shall remain in force until _____ (date).
- 6) 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).
- 7) 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.
- 8) This guarantee comes into force forthwith.
- 9) 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'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars One Thousand only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) 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 _____ 2015

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 measures 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 from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.

3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract

award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

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.

5. This integrity Pact relates to Contract number and Date as -----.

.....
(For & on behalf of MMTC)

Name:
Designation:
(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

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

Name:
Designation:
(Office Seal)