

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

NOTICE INVITING E-TENDER NO. MMTC/FERT/ UREA EXPORT/2014-15/01 DATED 12.12.2014 FOR <u>SUPPLY OF BAGGED UREA</u>											
1.	COMMODITY	SUPPLY OF IMPORTED PRILLED / GRANULAR UREA									
2.	QUANTITY	60000 M.T. +/- 10% IN 50 KGS NET BAGS WITH SPECIFIC MARKING TO BE PROVIDED BY MMTC AT THE TIME OF AWARDING THE CONTRACT.									
3.	SPECIFICATIONS OF UREA FERTILIZER AND QUANTITY REQUIRED	<p>PRILLED / GRANULAR 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>% MAX</td> <td>1.5</td> </tr> </table> <p>Particle size – FOR PRILLED- not less than 90 per cent of the material shall pass through 2.8mm IS sieve and not less than 80 per cent by weight shall be retained on 1 mm IS sieve.</p> <p>Particle size – FOR GRANULAR- not less than 90 per cent of the material shall pass through 4 mm IS sieve and retained on 2 mm IS sieve. No more than 5 percent small below 2 mm IS sieve.</p> <p>The material should be free flowing with white granules.</p> <p>The material has to certified from an independent surveyor or a recognized government laboratory showing there is no contamination with radioactive material.</p>	NITROGEN	% BY WT. MIN	46	MOISTURE	% BY WT. MAX	1.0	BIURET	% MAX	1.5
NITROGEN	% BY WT. MIN	46									
MOISTURE	% BY WT. MAX	1.0									
BIURET	% MAX	1.5									
4.	SPECIFICATION OF BAGS	<p>THE FERTILIZER SHOULD BE PACKED IN 50KGS NET IN POLYPROPYLENE WOVEN BAGS WITH POLYETHYLENE INNER BAGS. THE WEIGHT OF THE POLYPROPYLENE BAG AND GAUGE OF INNER POLYETHYLENE BAG SHOULD NOT BE LESS THAN 200 GRAMS AND 200 GAUGE RESPECTIVELY. THE SIZE OF THE BAG SHOULD BE 40" X 22" AND FIBRE CONSTRUCTION OF THE OUTER BAG SHOULD NOT BE LESS THAN 14" X 14" PER SQUARE INCH. THE BAG SHOULD BE STICED WITH STRONG SYNTHETIC THREAD.</p> <p>SPARE BAGS SHOULD ALSO FOLLOW THE SAME SPECIFICATION. IF THE SUPPLIER OFFER 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>									

		1%(ONE PERCENT) SPARE BAGS SHOULD ALSO BE DELIVERED AT NO ADDITIONAL COST.				
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	DESIGNATED WAREHOUSES IN NEPAL AT BIRATNAGAR(18,000 MT), BIRGUNJ(24,000 MT) AND BHAIRAHAWA(18,000 MT) AT INDO-NEPALESE BORDER AS PER THE DELIVERY SCHEDULE; OUT OF WHICH THE 1 <sup>ST</sup> CONSIGNMENT WOULD BE ON PRIORITY BASIS.				
7.	DELIVERY SCHEDULE	CONSIGNMENT/ SCHEDULE	BIRATNAGAR	BIRGUNJ	BHAIRAHAWA	TOTAL
		1 <sup>ST</sup> CONSIGNMENT (JANUARY 2015-MARCH 2015)	7500	12500	7500	27500
		2 <sup>ND</sup> CONSIGNMENT (APR-JUNE 2015)	10500	11500	10500	32500
		TOTAL	18000	24000	18000	60000
8.	ORIGIN	TO BE INDICATED BY BIDDERS. ONLY THOSE COUNTRIES OF ORIGIN WILL BE ACCEPTABLE WHICH ARE NOT RESTRICTED BY THE US.				
9.	PRICE	TO BE INDICATED BY BIDDERS IN INDIAN RUPEES OR IN US DOLLARS PER METRIC TONNE FOR INDO-NEPALESE BORDER TILL THE THREE DESIGNATED WAREHOUSES.				
10.	PAYMENT	PAYMENT SHALL BE MADE ON CAD BASIS ON SUBMISSION OF SHIPPING DOCUMENTS ALONGWITH DULY ACKNOWLEDGED RECEIPT FROM MMTC/ITS AUTHORISED REPRESENTATIVES AFTER DELIVERY OF THE CARGO AT THE DESIGNATED WAREHOUSES.				
11.	VALIDITY	OFFER SHOULD BE VALID UPTO 1700 HRS IST ON 09.01.2014				
12.	INSPECTION	THE CONSIGNMENT MUST BE INSURED AT ITS TOTAL FOR PRICE PLUS 10% AGAINST ALL RISKS INCLUDING TNPD, SRCC, WATER DAMAGES, TERRORISM ETC. THE VALIDITY OF INSURANCE POLICY MUST BE AT LEAST 45 DAYS AFTER FINAL DATE OF DISCHARGE AT MMTC'S BUYER WAREHOUSE. ANY EXCESS LIMIT CLAUSE IN INSURANCE POLICY WILL NOT BE ACCEPTABLE.				

		<p>ANY SHORTAGES/DAMAGES/NON-DELIVERY OF THE MATERIAL AS REPORTED AT MMTC'S BUYER AT INDO-NEPALESE BORDER WAREHOUSES AS ASCERTAINED BY THE SURVEYOR'S, EQUIVALENT INSURED AMOUNT WILL BE DEDUCTED WHILE MAKING PAYMENT TO THE SUPPLIER OR FROM THE PG BOND SUBMITTED BY THEM.</p> <p>THIS DEDUCTED AMOUNT WILL BE REFUNDED UPON REALISATION OF CLAIM FROM INSURANCE COMPANY. THE PROCEDURE FOR INSURANCE CLAIM BY THE BUYER WILL BE SUPPORTED BY THE SUPPLIER.</p>
13.	INSURANCE	INSURANCE SHALL BE ARRANGED BY SELLER AND THE DULY ENDORSED POLICY COVERING MOVEMENT UPTO THE THREE DELIVERY POINTS SHOULD BE SUBMITTED ALONGWITH OTHER DOCUMENTS WHICH WILL BE SPECIFIED BY MMTC AT THE TIME OF SIGNING OF THE CONTRACT.
14.	MANUFACTURER'S CONFIRMATION	<p>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.</p> <p>OFFERS FROM ONLY THOSE COUNTRIES OF ORIGIN WILL BE ACCEPTABLE FOR WHICH MANUFACTURER, ANALYSIS AND NON-CONTAMINATION OF RADIOACTIVE AND FIT FOR AGRICULTURAL USE CERTIFICATE HAVE BEEN SUBMITTED.</p>
15.	ANALYSIS TEST REPORT	TENDERES WITH THEIR TENDERS SHOULD FURNISH DETAIL DESCRIPTION AND SPECIFICATIONS OF THE MATERIALS OFFERED TOGETHER WITH ANALYSIS CERTIFICATES. AN ORIGINAL ANALYSIS REPORT SHOULD BE SUPPORTED BY THE TEST REPORT ISSUED BY GOVERNMENT APPROVED INDEPENDENT TESTING LABORATORY, DULY SIGNED AND SEALED.
16.	CRTIFICATE FOR AGRICULTURAL USE	THE TENDERES ALONGWITH 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.
17	BID PRICE AND COMPARISION	THE BIDDER SHOULD QUOTE ON CIF BASIS MMTC'S BUYER WAREHOUSES BIRATNAGAR, BIRGUNJ AND BHAI RAHAWA. BID PRICE WILL BE COMPARED IN TERMS OF NEPALESE RUPREES FOR EVALUTION. THE RATES OF EXCHANGE TO BE USED IN SUCH EVALUTION WILL BE SELLING RATES OFFICIALLY PRESCRIBED BY NEPAL RASTRA BANK FOR SIMILAR TRANSACTION AND PREVAILING ON THE DATE OF OPENING OF BID(S).
18	CLEARING OF THE GOODS	PRIOR TO THE ARRIVAL OF GOODS AT THE RESPECTIVE WAREHOUSES AT INDO NEPALES BORDER POINT, MMTC/ITS BUYER WILL HELP THE SUPPLIER FOR THE CLEARANCE AND

		TRANSPORTATION. HOWEVER, THE SUPPLIER WILL BE RESPONSIBLE TO AVAIL ALL NECESSARY DOCUMENTS NECESSARY FOR CLEARING OF GOODS AT THE CUSTOM POINT. TO FACILITATE THE SAME, THE SUPPLIER SHOULD INFORM 7 DAYS PRIOR TO THE DEPARTURE OF EACH CONSIGNMENT AND SEND ONE SET OF DISPATCH DOCUMENTS AND SEND ONE SET OF DISPATCH DOCUMENTS BY FASTEST MEANS TO MMMTC/ITS BUYER UPON DEPARTURE OF GOODS FROM DISPATCH PORT.
19	SPARE BAG USAGES	SPARE BAGS MAY BE USED FOR ANY SWEEPING OR REPACKING. HOWEVER A SPARE CERTIFICATE FROM CONCERNED AUTHORITIES MUST BE SUBMITTED SHOWING THE NUMBER OF SPARE BAGS SO USED. FOR ANY SHORTAGE BAGS EXCEPT USED IN REPACKING OR SEEPINGS US\$ 1.00 FOR EACH BAG WILL BE REALISED FROM THE SUPPLIER.
20.	GUARANTEE(S) TO BE FURNISHED	<p>THE SUPPLIER MUST FURNISH A BID GUARANTEE (BOND) VALUED AT 2.5% OF THE CONSIGNMENT WHILE SUBMITTING THEIR SEALED OFFER. IF THE SUPPLIER IS GIVEN A PURCHASE ORDER FOR THE SAME, A PERFORMANCE BOND VALUED AT 5% OF THE CONSIGNMENT VALUE MUST BE SUBMITTED BEFORE SIGNING OF THE CONTRACT 7 DAYS FROM THE DATE OF PURCHASE ORDER. FAILURES OF SUBMISSION OF FINANCIAL GUARANTEE WILL RENDER THE BID INVALID.</p> <p>THE BID GUARANTEE SHOULD BE VALID FOR AT LEAST 90 DAYS FROM THE DATE OF SUBMISSION OF BID AND THE PERFORMANCE GUARANTEE SHOULD BE VALID AT LEAST 30 DAYS FROM THE LAST DATE OF DELIVERY. BOTH GUARANTEES MUST BE ISSUED BY FIRST CLASS COMMERCIAL BANK OF INDIA. THE GUARANTEE(S) MUST BE ISSUED IN FAVOUR OF MMTC.</p> <p>THE GUARANTEE(S) SHOULD BE IN US\$(US DOLLAR)</p>
21.	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) INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS.</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) CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.</p> <p>(V) SUPPLIERS HAVE TO FURNISH CERTIFICATE OF QUALITY, QUANTITY, NON-CONTAMINATION AND FIT FOR AGRICULTURE USE ISSUED BY AN</p>

		INTERNATIONALLY REPUTED INSPECTION AGENCY APPOINTED BY MMTC .
(VI)		GOODS SHOULD BE INSURED UPTO FINAL DESTINATION I.E BIRATNAGAR, BIRGUNJ AND BHAIRAHAWA.
(VII)		IN CASE BIDDERS ARE FINDING IT DIFFICULT TO PROVIDE BID BOND/ PG IN U.S. DOLLARS, BIDDERS MAY SUBMIT THE SAME IN EQUIVALENT RUPEES.
(VIII)		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 CONDITIONS.
(IX)		ALL THE BIDDERS HAVE TO SIGN THE INTEGRITY PACT AS PER ANNEXURE III.

THE BIDS (BOTH TECHNICAL AND PRICE) ARE TO BE SUBMITTED LATEST BY 1100 HRS IST ON 19-12-2014 THROUGH PHYSICAL MODE, 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

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. MPMC 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 TECHNICAL GRADE UREA TO MPMC 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 MPMC LTD., NEW DELHI THE AMOUNT OF US\$ \_\_\_\_\_ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MPMC'S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MPMC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

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 \_\_\_\_\_.
- 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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\_\_\_\_\_. 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 \_\_\_\_\_ 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 \_\_\_\_\_ 2014

Yours Faithfully  
For and on behalf of Bank  
(Address)  
(Bankers Seal)



**Annexure – III**

**INTEGRITY PACT**

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... hereinafter referred to as “The Buyer/Vendor/Bidder”

**Preamble**

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

- b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all 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.

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(For & on behalf of MMTC)

(Office Seal)

.....

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

(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address :