

MMTC LIMITED,
REGIONAL OFFICE, CHENNAI

TENDER FOR GRADING, MARKING/LABELLING OF RED SANDERS AT
CHENNAI/TUTICORIN/COIMBATORE

Tender No.: MMTC/CHEN/RS/2017-18/02 Dt. 24/01/2018

Last date of Submission: 02.02.2018 15:00 Hours

Date of Opening: 02.02.2018: 16: 00 Hours.

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids for Grading, Marking/Labeling of Red Sanders to be exported by MMTC on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are confiscated by DRI and are stored at various locations across the State of Tamilnadu.

Bidders are to be appointed for carrying out Grading, marking & labelling of Red Sanders prior to undertaking exports of Red Sanders by MMTC.

A. QUALIFICATION CRITERIA FOR BIDDERS:

The Bidder should have sufficient experience in the field of Grading, marking & labelling of Red Sanders and is required to submit documentary evidence in support of past experience.

B. LOCATION OF RED SANDERS :

The details of locations of Red Sanders stock is given hereunder:

S.No	Location of Red Sanders(customs Port/CFS/ICD/Warehouse address etc.)	Approx. Qty. (in MT)
1	ICD, Thudiyalur, Coimbatore	7.35
2	ICD, CONCOR, Irugur, Coimbatore	10.51
3	CONCOR, CFS, Tuticorin	12.59
4	CWC, CFS, Madhavaram, Chennai	5.22
5	M/s Hari CFS, Tuticorin	15.10
6	M/s Hari CFS, Tuticorin	10.46
	Total	61.23

C. GENERAL TERMS & CONDITIONS:

- I. Red Sanders stock (in logs) is lying at Customs warehouses / CWC Warehouses / ICD in loose form.
- II. The Bidder is required to submit their quotes on lump sum basis (inclusive of all taxes) in Indian Rupees for Grading, marking and Labelling of Red Sanders location-wise as per Table given above.

- III. The bidder shall also be required to segregate the stock grade-wise at their own cost and expense.
- IV. The bidder shall have to comply with all terms and conditions of the tender and submit a signed and stamped copy of the tender document along with the bid as a token of acceptance of all terms & conditions without any deviation.
- V. The bidder shall be disqualified in case of furnishing incorrect/incomplete information and for not complying with the tender terms & conditions; the price bid of disqualified bidders shall not be opened.
- VI. The bidder should not have been black listed by any government agency/ PSU at the time of submission of bids. The bidder shall have to submit an affidavit confirming this along with the bid (As per "Annexure-II").

D. OTHER TERMS & CONDITIONS:

- 1) The bidder has to conduct inspection of the stocks, undertake assaying, grading, marking and related activities at the allocated warehouse under the supervision of Customs, at bidder's own cost and expense. The bidder shall not be allowed to take out any material from the specified locations under any circumstances. The goods will continue to be in the custody of the Agency holding custody of goods.
- 2) The bidder will be required to complete the assigned job within 21 days from the date of issue of Letter of Award. The bidder will have to submit a detailed report location-wise indicating Grade-wise no. of logs and weightment of each grade. The bidder shall commence operation immediately after placing of Letter of Award by MMTC.
- 3) The bidder has to submit an EMD of Rs.25,000/- (Rupees Twenty five Thousand Only) along with bid in the shape of Crossed Demand Draft/ Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable at Chennai in favor of "MMTC Limited". Any bid not accompanied with EMD bond will be summarily rejected.
- 4) EMD of the unsuccessful Bidder(s) will be refunded within (7) working days after the finalization of the tender. However, in the case of successful bidder(s) the EMD will be treated as Performance Guarantee (PG) and will be refunded/ adjusted only after completion of the entire contract to the satisfaction of MMTC. No interest shall be payable either on EMD/PG.
- 5) MMTC may reject any or all the bids at its own discretion without assigning any reason thereof.
- 6) The bidder shall be responsible for employing equipments, tools, labour/ workmen at the site in compliance of the prevailing Labour Laws of India at their own cost. MMTC shall not be liable for any claims/ liabilities arising due to any mis-happening/ accident of workmen deployed by the Agency for Grading Red Sanders. MMTC shall also not be liable for any other liability arising out of non-compliance of Labour Laws.

- 7) It shall also be the responsibility of the bidder to protect red sanders from any damages during the grading process and the Bidders shall keep MMTC indemnified in case of such damage or loss.
- 8) In case the Bidder fails to perform, render, execute, fulfil carryout, discharge or handle any of their work, services/ obligations, responsibility and liabilities under the contract, MMTC shall be entitled to terminate the contract. Any damages/ cost arising out for arrangement of alternate source shall be the sole responsibility of the Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulations, local laws, MMTC shall reserve the right to terminate the contract.
- 9) The Bidder shall have to submit contact details of the authorized officials viz. name & address, telephone/mobile No and email ID for correspondence.
- 10) Bidder/Agency shall keep MMTC fully indemnified against any claims, losses/damages whatsoever that may be incurred in the process of grading of Red Sanders.

E. SUBMISSION OF REPORT:

After completion of the Grading of Red Sanders at all specified location(s), the bidder shall submit a detailed report of graded stock, the report has to be grade-wise with number of logs and weightment, at various location(s) within stipulated time schedule.

F. RATES:

The Rates payable by MMTC to the bidder under the contract shall be firm on lump sum basis go down-wise.

G. PAYMENT:

Complete payment plus applicable taxes shall be released to the bidder on satisfactory completion of work and submission of a detailed report as specified in clause C II above on submission of Bills in Duplicate.

H. TAXES:

All present and future statutory taxes levied by the Central/State Governments during the currency of the contract shall be applicable for payments to the bidder and a statement/certificate to this effect will be issued to the bidder.

I. ASSIGNMENT OR SUB-LETTING OF CONTRACT:

The bidder shall not subcontract, transfer, assign or otherwise part with the Contract.

J. AMENDMENTS:

The bidders are advised to check MMTC's website www.mmtclimited.com regularly for any amendments/ clarifications.

K. SUBMISSION OF BIDS & VALIDITY:

The bidders may download the tender document from our website www.mmtclimited.com or www.eprocure.gov.in / www.tenders.gov.in and can also obtain a copy of same from Mr.D.Santhanam, Chief Manager, MMTC Limited., 6, Chennai House, Esplanade Road, Chennai-600108 during office hours on any working day till 02.02.2018.

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super-scribed as "Techno- Commercial Bid" and the other as "Price Bid" as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and super scribed with Tender No. & date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No. & date, Name & address of the Bidder and shall be addressed to Mr. J.V.N. Rao, General Manager, MMTC Limited., 6, Chennai House, Esplanade Road, Chennai-600108. Offers over phone, fax or email will not be entertained.

1. The envelope super scribed as "Techno- Commercial Bid" must contain the following:
 - a) Duly signed and stamped Techno- Commercial Bid as per Annexure "IA".
 - b) Demand Draft/ Pay Order of Rs.25,000/- towards EMD.
 - c) Signed and stamped copy of tender Document.
 - d) Affidavit as per Annexure "II" on Rs.100 Stamp Paper duly notarised.
2. The "Price bid" sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure "IB" of tender document. The Price Bid must be duly signed and stamped by the bidder.
3. The bidders may submit their bid for grading red sanders wood for one or more or all of the locations mentioned in the tender as per their assessment.

NOTE: -Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.

The bids complete in all respects should be submitted in sealed envelope latest by 15:00 hrs on 02.02.2018 in the tender box kept at the Reception in MMTC office at above mentioned address. Offers should be submitted in MMTC's Regional Office, Chennai only. The techno-commercial bids shall be opened on the same day at MMTC, Chennai office in the presence of the bidders' representatives desirous to be present. The time Schedule of the tender is as follows:

Pre-Bid Meeting Time/Date 15.00 hrs (IST) on 30.01.2018
Bid Submission Start Time/Date 11.00 hrs. (IST) on 25.01.2018
Tender Closing Time/Date 15:00 hrs. (IST) on 02.02.2018
Tender Opening Time/Date (Techno-Commercial Bids) 16:00 hrs.(IST) on 02.02.2018

The Price bids of tenderers who qualify in the Techno Commercial bid shall be opened at 12:00 hrs (IST) on 05.02.2018.

L. INDEMNITY:

The Bidder shall indemnify MMTC at all times against any claims/ liabilities/ proceedingsetc., from any third party or otherwise arising out of/ or in connection with this Tender.

M. JURISDICTION:

The Bidder hereto agrees that the Courts and tribunals at Chennai shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this Tender shall be decided in accordance with the Laws of India.

N. FORCE MAJEURE:

- i. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond MMTC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of MMTC there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

O.ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and conciliation Act 1996 and rules thereunder and the Award made in pursuance thereof shall be binding on both the parties. The venue for Arbitration shall be Chennai. The appropriate Courts in Chennai shall have exclusive jurisdiction and Indian laws shall govern this Contract.

P.FRAUD PREVENTION:

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(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 www.mmtclimited.gov.in during their

participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees 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.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(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.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "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)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Q. INTEGRITY PACT

The Successful bidder on award of the contract has to sign the Integrity pact as per **ANNEXURE – III** and provide the mandatory information as per **ANNEXURE - IV**

ANNEXURE I (A)

TECHNO-COMMERCIAL BID

Tender No.: MMTC/CHEN/RS/2017-18/02Dt. 24.01.2018

Name of Bidder: _____

Address : _____

Tel No. _____ Fax No. _____

PAN No. _____

GSTNo. _____

e-mailid: _____

Name of Authorized Contact Person _____

DETAILS OF EARNEST MONEY DEPOSIT:

Demand Draft/Pay Order number & Date (To be attached in original) _____

Name & branch of the Issuing Bank _____

Amount Rs. _____

Declaration-

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.

2. The bidders are advised to sign and stamp each and every page of the tender documents as a token of acceptance of the terms & conditions.

Name and Designation of the Bidder: _____

Signature & stamp of the Bidder: _____

Date:

ANNEXURE 1-B

PRICE BID

Total Lumpsum charges in figures and in words _____.

Services	Detail of Warehouses along with approximate quantity available in each warehouse. Quantity in MTs(Approx)		Lump sum charges in Rupees (exclusive of service tax/other taxes)	
Grading and marking /Labelling of Red Sanders Wood as per Tender Document.	Warehouses	Approx. Quantity in MTs	Lumpsum charges (in Rs.)	Rate of tax (%)

NOTE:-

I. Bidder to specify current applicable service tax/other taxes, if any. MMTC will pay these taxes extra at actuals, as per the rates prevailing on the date of invoice.

II. In case of any changes in rates of service tax / other taxes, the bidder will intimate MMTC about the same along with Documentary evidence.

III. The evaluation of bids will be done based on the total cost to MMTC /DRI as on the date of tender opening i.e. after including the applicable Service tax/other taxes.

Name and Designation of the Bidder: _____

Signature & stamp of the Bidder: _____

Date:

ANNEXURE-II

(on Rs.100 stamp paper duly notarised)

AFFIDAVIT

Affidavit of Shri _____ S/o _____ aged
about _____ years R/o _____.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I am working as _____ (Name & address of the bidder)
2. That bidder is submitting a bid in response to invitation for bid for grading/Labelling marking of red sanders at Chennai.
3. That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies, which is still in force.
4. That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification:

Verified at _____ on _____ 2018 that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT

**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:**

**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.**

**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, MPMC 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, MPMC 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, MPMC 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

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

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.

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 MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 1. MPMC 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, MPMC.**
- 3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MPMC. 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. MPMC 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 MPMC 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 MPMC 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, MPMC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MPMC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.**
- 7. IF THE IEM HAS REPORTED TO THE CMD, MPMC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MPMC, 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.

.....
(FOR & ON BEHALF OF MMTc)
BUYER/VENDOR/BIDDER)
(OFFICE SEAL)

.....
(FOR & ON BEHALF OF
(OFFICE SEAL)

PLACE :

DATE :

WITNESS 1 :
NAME :
ADDRESS :

WITNESS 2 :
NAME:
ADDRESS:

ANNEXURE -IV

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/	:	
City Name	:	
Postal Code	:	
Company's Establishment	:	
Company's Nature of	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: _____

Name

Designation