



PAN NO: AAACM1433E
CIN L51909DL1963GO1004033

MMTC LIMITED, Regional office, MMTC Bhawan, Port Area, Visakhapatnam

NOTICE INVITING E-TENDER FOR SALE OF PIGEON PEAS (TOOR WHOLE) Ex-Godown (SRK Godowns, Punjukurupadu, Krishnapatnam, Nellore District) on "As is where is Basis"

E-TENDER NO.MMTC/VIZAG/PULSES/TOOR /2018/6 DATED 09.02.2018

Closing at 15.30 Hrs (IST) on 19/02/2018

MMTC INVITES OFFERS FOR SALE OF 10,000 MTs (+/-2%) PIGEON PEAS (TOOR WHOLE) AFRICAN ORIGIN CROP YEAR 2016 ON "AS IS WHERE IS BASIS"

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM WEB SITES:

<https://mmtc.abcprocure.com> and www.mmtclimited.com / <https://eprocure.gov.in>

Submission of Bids:

Part A: Technical Bid: All the documents are to be uploaded in electronic mode and in electronic form only.

- All the tender documents duly stamped, signed as a token of acceptance of all the terms and conditions of the tender
- Technical Bid shall be submitted as per the format at Annexure A along with required documents.
- Procedure/guidelines for E Bidding are given at Annexure C.

Technical bid is to be uploaded on electronic mode latest by **15:30 Hrs IST on 19.02.2018.**

EMD (DD/PO/RTGS/NEFT) can be submitted by post/by hand/electronic mode prior to opening of bids on or before **19.02.2018** by 14.00 hrs IST. The EMD furnished through electronic mode should reflect in MMTC's bank account before **19.02.2018** by 1400 hrs IST

Part B: Price Bid:

Price Bids are also to be uploaded latest by **19/02/2018** 15:30 Hrs IST through electronic mode as per the format at Annexure B.

Technical and Price Bids are to be uploaded separately in the respective option fields and Price bid is not to be uploaded along with technical bid. Price bids of the bidders who qualify in the technical bid will only be opened. Prices in the Price Bids shall be valid up to **21/02/2018**

For bidding process / uploading of both the bids, bidders may log on to: website <https://mmtc.abcprocure.com>

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE INDICATED AT ANNEXURE C. PLEASE NOTE THAT TECHNICAL AND PRICE BIDS SENT THROUGH LETTER, FAX AND E-MAIL OR IN ANY PHYSICAL FORM SHALL NOT BE ACCEPTED.

Offers should be submitted as per formats provided at Annexure-A&B. Technical bids will be **opened on 19/02/2018 at 16.00 Hrs IST** and Price bids will be opened **on 19/02/2018 at 16.30 hrs** at MMTC Bhavan, MMTC Limited, Port Area, Visakhapatnam, Bidders or their authorized representatives may attend and witness the opening of the tender bids.

Bid(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted. Earnest Money in physical form should reach us on or before closing date and time of tender.

MMTC reserves the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.

GENERAL CONDITIONS:-

- i) EMD @ 5% in form of DD/PO/RTGS/NEFT transfers.
- ii) Integrity Pact as per Annexure D, **if the bid amount is above Rs.20 crores** (duly signed and sealed)
- iii) Minimum quantity to be quoted is **3000 MT** for each Bid
- iv) Lot wise offer will not be accepted. Bidders are required to submit firm offer for the total quantity bided.

In the event of any doubt regarding terms and conditions / formats, they may seek clarifications from the authorized officers of MMTC, whose details are:

S No	Name	Designation	Contact No.	Mobile No.
1	MARRI PRASAD	AGM(Agro)	0891-2562866	9666411473
2	C M PURTY	AGM(F&A)	0891-2562988	9866970449

E-mail: mprasad@mmtclimited.com, and cmpurty@mmtclimited.com

Terms & Conditions of Tender: E-TENDER NO.MMTC/VIZAG/PULSES/TOOR /2018/6 DATED 09.02.2018

MMTC LIMITED, MMTC Bhawan, Port Area, Visakhapatnam invites e-bids for sale of imported Pigeon Peas (Toor whole), 10,000 MTs FAQ (+/-2%) Ex Godown at SRK Godowns, Punjukurupadu, Krishnapatnam, Nellore District) on "As is Where is Basis at sellers option.

1 PRODUCT: -

Pigeon Peas (Toor) FAQ, MOZAMBIQUE, CROP 2016 (HSN CODE-07136000)

Tentative specifications:

Foreign Matter	1.0% max. by weight
Weevil Seeds	3.0% max. by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discolored grain)	4.0%max. by weight
Foreign beans	0.5% max.
Broken seeds (passing through 3.00 mm slotted sieve)	1.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg. per kg

2. QUANTITY: 10,000 MTs (+/-2%)

A) Material can be inspected at the above godowns on prior appointment with the godown in charge Mr. P Satyanarayana **M 8978588773** or MMTC official Mr. DJ Madhusudan **M 9480353419 / 9398724093**

B) One free sample of 250 Gms can be drawn / given free of cost, beyond 250 gms, samples can be given up to a maximum of 1 Kg for a lot size of 250 MT by paying Rs.60/kg. Payment shall be made in advance through RTGS/NEFT in MMTC's bank account at **State Bank of India, Commercial Branch, Visakhapatnam CC A/c No 10308090583, IFSC Code SBIN0014407**

C) Bids shall be for a minimum quantity of **3,000 MT** each.

D) MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion

3. PRICE:

A) All prices are to be quoted in INR (Rupees) PMT basis as per Annexure B on ex-godown basis exclusive of GST/Local Taxes

B) Any levy, Cess, VAT/GST, Octroi, Market Fee etc will be paid by successful bidders at actual. The buyer shall complete all formalities for transportation of cargo ex- godown including all statutory requirements.

C) Quality & Quantity at the time of delivery ex-godown will be final.

D) The loading charges along with any incidental charges pertaining to loading, weighment, transportation etc shall be borne by the successful bidder(s).

4. PACKING: Material is packed in 50 Kg., PP bags.

5. EARNEST MONEY DEPOSIT (Non-interest bearing):

a) Bid shall be accompanied by an EMD @ 5% of bid value in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of MMTC LIMITED payable at Visakhapatnam or through RTGS payment mode subject to verification/proof of receipt in MMTC account. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

Details of Bank Account of MMTC are: MMTC LIMITED, CC A/c No 10308090583, State Bank of India, Commercial Branch, Visakhapatnam, IFSC Code SBIN0014407

b) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be returned within Seven (7) working days of closing of the tender or after finalization of the tender.

c) EMD of successful bidder(s) will be treated as security deposit and shall be released only after successful completion of delivery of entire quantity sold to them after deduction of dues to be paid to MMTC, if any.

d) Note:-under any circumstances, above mentioned EMD/SD will be adjusted against incidental charges such as loading, weightment etc. The EMD and SD will not carry any interest.

6. PAYMENT TERMS:

a) MMTC shall retain the EMD deposited by the successful bidder(s).

b) The successful bidder(s) shall make additional security deposit **of 5%** of the value of the quantity bided within two working days from the date of award of tender(excluding the day of award of tender).

b) The successful bidder(s) will be allowed to lift the allocated quantity in lots convenient to them by making 100% payment for the lot to be lifted to MMTC within the free delivery time. MMTC will also issue multiple delivery orders but all the delivery orders will have the **same expiry date**. In other words, the successful bidder(s) needs to lift all the lots within the free delivery time allowed from the date of issue of DO (excluding the date of issuance of DO)

c) The additional Security Deposit of 5% and EMD of 5% will be refunded after receipt of payment for the last lot and on successful completion of the last delivery and on completion of entire sale contract, after adjusting dues to be paid to MMTC, if any. EMD and SD will not carry any interest.

d) Free Time allowed for Delivery:

Qty in MTs	Free period / Delivery time allowed (Warehouse/Godown working days)
0-500	10 days
501-1000	20 days
1001-2000	30 days
2001-3000	40 days
3001 and above	For every additional quantity of 100 MTs one additional delivery day will be given subject to maximum of 60 days

e) In case where the successful bidder fails to make the payments within the stipulated period, extension for making payment will be at the sole discretion of MMTC Ltd considering merits of each case.

f) In case the extension is granted, *an additional EMD is required to cover the mark- to- market losses has to be submitted immediately by the successful bidder(s) merely on demand.* In case of non compliance for submission of additional EMD, MMTC Ltd. shall have the right to dispose of the goods to the third party at the risk and consequential costs of the successful bidder(s) in addition to forfeiture of EMD submitted at the time of bid.

g) Notwithstanding anything contained above, in case of any other default(s) also the maximum period for making payment will be “within the free days”. In case of delay beyond free days, on specific request to MMTC, extension up to 5 bank working days may be given, wherein MMTC shall charge interest @ 13.25% monthly rate basis on balance amount from the date of expiry of free time till realization of full and final payment to MMTC Ltd. (Interest rates are subject to change as per circular issued by Banking division of MMTC Ltd, Corporate Office, New Delhi, without prior notice to the successful bidders).

h) In case the successful bidder(s) fails to lift the cargo within the free period including extension as allowed, 100% EMD and SD shall be forfeited and bid(s) shall be treated as cancelled. In such cases MMTC reserves the sole right to take a decision to cancel bid(s) of such defaulter(s) and dispose the cargo under risk sale at cost and consequences of such defaulter(s) without any notice to the bidder(s). No representation in this regard shall be entertained.

i) In case the material is not lifted within the free time, all carrying costs such as godown rent, fumigation, and insurance shall be to the account of the successful bidder(s). **Successful bidder shall have to pay Rs. 5/- per MT per day for SRK godown for the delayed delivery from the godown beyond the free delivery period allowed.** Fumigation charges at actual to be paid by the bidder(s). However the extension of delivery period will be at the sole discretion of MMTC.

j) APMC Cess, GST, cost of packing, storage charges as may be applicable, transportation charges, loading charges, weighment charges payable to weighbridge, and any other expenses incurred for taking delivery at respective warehouses/ godowns are to be borne by the successful bidder(s).

k) All relevant Indian laws and labour laws shall be applicable and to be followed by the successful bidder(s).

7. DELIVERY TERMS:

- a) The successful bidder(s) shall arrange their own transport, labour and complete other statutory formalities for timely lifting of the cargo from the godown(s).
- b) Cargo shall be considered as delivered when loaded into trucks at the godown(s) on gross weight measurement basis weighed at designated weighbridge(s) specified by MMTC
- c) MMTC shall not be responsible for any delay in lifting of the cargo within the free period specified due to inaction of the successful bidder(s). All extra expenses incurred due to above shall be borne by the successful bidder(s).
- d) Cargo shall be delivered from the godown(s) as specified in the tender document solely at the seller's discretion.
- e) A surveyor will be appointed by MMTC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to the MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the surveyor will be to the account of successful bidder(s) including per man day charges levied by surveyor.
- f) No segregation/sorting of stocks will be permitted during lifting of the cargo under any circumstances.
- g) Successful bidder(s) shall be responsible for any loss/damage /shortages caused to cargo/godown due to negligence of labour employed for loading the cargo in trucks.

8. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bid(s), the terms and conditions of NIT, Bid(s) of the successful bidder(s) and Letter/email of acceptance issued by MMTC Ltd. along with amendment, if any, issued prior to issue of letter of acceptance of bid(s) to successful bidder(s) shall constitute as part of contract between MMTC Ltd. and the successful bidder(s).

The successful bidder(s) are required to submit the duly signed and sealed tender documents / letter of acceptance issued by MMTC as a token of acceptance of all the terms and conditions as specified in NIT/LOA.

9. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages and other incidental charges such as interest, insurance, godown rent, fumigation, surveyor etc., besides forfeiture of EMD and resorting to risk sale at the cost and consequence of the successful bidder(s). MMTC will not be liable for any costs, damages and consequences arising out of such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

10. LIQUIDATED DAMAGES (Risk Sale):

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per Clause (6 & 7) and in case the party fails to lift the full quantity even after giving ample opportunities (extensions), MMTC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity to any third party at the risk, cost and consequences, expenses of successful bidder(s) without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder(s) shall bear at actual all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. at actual. In case the difference is more than the credit balance available with MMTC, the successful bidder(s) shall pay the balance amount to MMTC merely on demand.

11. FORFEITURE OF SECURITY DEPOSIT:

MMTC reserves the right to forfeit the Security Deposit (i.e.EMD of successful bidder and the 5% additional security deposit) in case the successful bidder:

- a) Fails to lift the goods within the specified free period.
- b) Commits any breach of terms and conditions as contained herein above.
- c) Assigns or transfers the product or any benefits there under to any third person or agency.

12. OTHER TERMS:

a) Pulses are being offered for sale on Ex-Godown and on "As is where is Basis". Bidder(s) are free to inspect the material with prior intimation to MMTC Limited before submitting the bid(s). Segregation will not be permitted. It will be construed that bidder(s) have satisfied themselves with quality of the material etc., once they have submitted their bid(s).

b) Letter(s) of acceptance will be issued by Fax, Email, Hand delivery or Registered post / Courier to the successful bidder(s) and/or his/her/their Agent(s) within the validity of offer.

c) For any additional quantity offered to bidder(s) in addition to bided quantity, EMD for the value of the additional quantity will have to be deposited by the successful bidder(s) on or before issue of letter of acceptance/confirmation by MMTC Ltd., as per clause 6 above

d) Unsolicited requests for change in quantity and price after opening of tender shall summarily be rejected and blacklisting of parties for resorting to such practice and forfeiture of EMD submitted.

e) If the H-1 bidder quotes only for minimum quantity, H2 bidder shall be given the option to match the H1 price to the extent of quantity quoted by them(H2) in the tender with short notice. Similarly H3, H4, H5 and so on will be given the option to match the H1 price to the extent of quantity quoted by each of them respectively.

For the remaining tender quantity (if any available) after completion of the above process, the option will be given to H1 for increasing the quantity and the leftover quantity shall be passed on to H2,H3,H4 bidder and so on at H1 Rate subject to availability of quantity at sole discretion of MMTC with short notice.

13. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC Ltd. The provision of Arbitration & Conciliation Act 1996 and amendments thereto shall apply to such arbitration proceedings. The venue/seat of Arbitration shall be at Visakhapatnam.

14. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately inform the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

15. FRAUD PREVENTION POLICY:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

16. HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the Policy in force.

17. JURISDICTION: All matters connected with the tender/contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam.

18. AMENDMENT: Any modification, addition to terms & conditions of this Tender/Agreement, shall be in writing duly signed by the authorized signatory (ies)

GENERAL MANAGER

Place: Visakhapatnam

Date: 9 February 2018

Annexure A

E-TENDER NO.MMTC/VIZAG/PULSES/TOOR /2018/6 DATED 09.02.2018
FOR SALE OF 10000 MTs (+/-2%) PIGEON PEAS (TOOR WHOLE) AFRICAN
ORIGIN CROP YEAR 2016 ON "AS IS WHERE IS BASIS"

TECHNICAL BID:

- 1) Name of the bidder :
- 2) Address :
- 3) PAN NO (copy to enclose):
- 4) GST No (copy to enclose):
- 5) Contact Person :
- 6) Tel. No :
- 7) Fax No :
- 8) E-mail address :
- 9) Details of EMD:
D.D /P.O No. _____ Dated _____ for
(Amount in INR) _____
- 10) RTGS/NEFT details: _____
- 11) Name of Bank & Branch:
- 12) We have carefully read the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality and specifications etc.

Name :
Designation :
Signature of the bidder & Seal:
Place :
Date :

Annexure-B

E-TENDER NO.MMTC/VIZAG/PULSES/TOOR /2018/6 DATED 09.02.2018 FOR SALE OF 10,000 MTs (+/-2%) PIGEON PEAS (TOOR WHOLE) AFRICAN ORIGIN CROP YEAR 2016 ON "AS IS WHERE IS BASIS"

Price Bid:

Commodity: Pigeon Peas (Tur) Whole FAQ:

Name of the Godown: SRK Godowns, Punjulusrapadu, Krishnapatnam
Nellore District

BIDDED QTY IN MTs (Minimum Qty to be quoted is 3000 MTs):

QUOTED RATE PMT in Rupees/PMT) Ex- Godowns:
without GST/other taxes

Gross/Net Weight Basis: Price to be quoted on Gross Weight Basis

GST (CGST/SGST): Shall be paid by the Bidder(s) as applicable in addition to the price quoted

Name of the Bidder:

Address :

Seal & Signature with Date

Annexure-C

SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (www.cca.gov.in) for submission of their bids on MMTC's e-procurement portal.

BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL [URL:-https://mmtc.abcprocure.com](https://mmtc.abcprocure.com). The bidder should have a valid User Id to access e-Procurement portal of MMTC.

Note: After successful submission of Registration details. Please contact M/s E-Procurement Technologies Limited (EPTL) (as given below), to get the registration accepted/activated.

e-Tendering Registration , Digital Signature, user id / profile activation queries	Mr. Himalaya Vaishnav	M 90990 90830 L 079-4001 6811 079-4001 6866 079-4001 6840/48	himalay@abcprocure.com info@abcprocure.com
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- BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
- The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
- Operating System should be Windows Vista / Windows 7 and above.
- System Access with Administrator Rights
- Good Internet Connection.
- Microsoft Internet Explorer 9.0 (32 bit browser only) or above

- Valid Digital Signature Certificate(s) for users.
- Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
- Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - **Mandatory**
- Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com>
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Mr. Abhijeet Goware	abhijeet@eptl.in	M 9265562826
e-Tendering Services (Uploading / Bidding)		
Pankesh Kumar	pankesh@eptl.in	079-40270507 M 9374519729
Kapil Purohit	kapil.purohit@eptl.in	079-40270564
Rahul Dixit	rahul.dixit@eptl.in	079-40270555
Radhika Chauhan	radhika@eptl.in	079-40270566
-	support@abcprocure.com	

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in 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.

ANNEXURE-D

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “**MMTC**”,

And

..... (Bidder)

Hereinafter referred to as “**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 has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTCLimited,
Core-1,SCOPEComplex,
7,InstitutionalArea,
Lodhi Road, NEW DELHI – 110 003.
Email id : bijoychat@gmail.com
Email id: dilip.chaudhary@icloud.com

IEM 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

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 member(s), 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 B Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

MMTC will exclude from the process all known prejudiced persons.

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)

The Buyer(s)/Vendor(s)/Bidder(s) commit himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

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.

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 bidding process.

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.

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.

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. 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(s)/vendor(s)/bidder(s) 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.

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.

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.

A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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.

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 EMD 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

The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 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.

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)

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

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.

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&onbehalfof Buyer/Vendor/Bidder)
(Office Seal)

Place:

Date:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address