



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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TENDER FOR IMPORT OF RICE

**TENDER NO.MMTC/AGRO/IMP/RICE/2014-15/02
DATED 5th NOVEMBER, 2014**

**Due on
26th NOVEMBER 2014 at 1500 HRS (IST)**

MMTC INVITES OFFERS FOR IMPORT OF RICE

***COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL
MANAGER(AGRO) OR CAN BE DOWNLOADED FROM OUR WEB SITE:***

**www.mmtclimited.gov.in &
www.tenders.gov.in**



MMTC LIMITED

Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003

Tel. No. (91-11)- 24362200; 24360527 Fax No. (91-11)- 24364587

TENDER FOR IMPORT OF RICE

TENDER NO: MMTC/AGRO/IMP/ RICE/2014-15/02

DT: 5/11/2014

Tender Closing Time & Date: 15:00 hours Indian Standard Time (IST) on 26th November, 2014

MMTC Ltd, New Delhi, INVITES SEALED BIDS FROM OVERSEAS SUPPLIERS FOR IMPORT OF 20,000 MTS (+/-2%) to be delivered at Zokhawthar Custom Station in Mizoram (India).

The bids are invited from prospective overseas suppliers of rice (Crop Year: latest) for delivery of 10,000 MTs (+/- 2%) during 20th December, 2014 to 25th January, 2015 and another 10000 MTs (+/-2%) during 1st February, 2015 to 28th February, 15 at Zokhawthar Custom Station in Indian state of Mizoram, India. The prospective bidders are requested to submit their bid(s) specifying following:

1. Quantity to be offered: 20,000 MT +/- 2% in two tranches of 10000 MTs each
2. Minimum quantity: 2500 MT +/- 2% against each tranche of 10,000 MTs.
3. The price in EURO per metric ton (PMT) basis
4. Bid Bond in EURO for 3% of total value of the bids to be submitted in the form (As per Annexure-III).

The detailed terms & condition of the tender are as follows:-

(I) COMMODITY: White Rice 25% Broken (supplier to specify country of origin).

(II) PACKING: The rice shall be packed in uniform, new, strong polypropylene bags of international export standard (colour White), with minimum weight of 130 gm containing not less than 50 kgs net per bag, securely DOUBLE machine stitched/sealed at the mouth.

(II) A MARKING :

The following details should appear on the polypropylene bag

Commodity :
Country of origin :
Date of packing :
Expiry Date :
Gross Weight :
Net Weight :

(III) SPECIFICATIONS:

Rice shall be in sound merchantable condition, sweet, dry, clean, wholesome, of good food value, uniform in colour and size of grain and free from moulds, weevils, obnoxious smell, admixture of unwholesome poisonous substances, *Argemone mexicana* and *Lathyrus sativus*(Khesari) in any form, or colouring agents and all impurities except to the extent in the schedule below.

Sl. No.	Refractions	Maximum Limit (%)
1.	Brokens*	25
2.	Foreign Matter**	0.5
3.	Damaged#/Slightly Damaged Grains	3.0
4.	Discoloured Grains	3.0
5.	Chalky Grains	5.0
6.	Red Grains	3.0
7.	Admixture of lower class	6.0
8.	Dehusked Grains	13.0
9.	Moisture content	14.0

* Not more than 1% by weight shall be small broken.

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.

Including pin point damaged grains

Rice should conform to meet the parameter of insecticide residues and other regulations listed in **Food Safety and Standards (Contaminations, Toxins and Residues) Regulations, 2011**

(IV) QUANTITY OF IMPORT:

Total quantity for import is 20,000 MT (+/- 2%) at buyer's option against two tranches. Supplier to quote for a minimum quantity of 2500 MT (+/- 2%) against each tranche of 10,000 MTs.

(V) DELIVERY PERIOD: 1. First tranche of 10000 MTs (+/-2%) between 20th Dec. 2014 and 25th Jan. 2015
2. Second tranche of 10000 MTs (+/-2%) between 1st February 2015 and 28th February 2015

(VI) PRICE:

To be quoted in EURO PMT for delivery at Zokhawthar Land Custom Station in Mizoram (India). Price to be quoted in Annexure-I in EURO/ PMT net delivered weight and quality basis on the following terms of Payment :

100% payment at Sight through L/C on presentation of stipulated documents as per clause XI to the bank.

(VII) Custom Clearance:

It is the responsibility of supplier to deliver the cargo at Zokhawthar Land Custom station. Cost of unloading and other incidental cost at Zokhawthar Land Custom Station to the Supplier's account.

(VIII) INSPECTION

The nominated surveyor would inspect the cargo with respect to quality/quantity before shipment at load point. The same surveyor shall also inspect the goods for quantity and quality at Land Custom Station in Indian state of Mizoram. The cost of inspection is to the account of buyer. In case of rejection by any Govt. authority including Food Safety and Standard Authority of India at unloading point i.e., Land Custom Station, all the expenses and incidentals in respect of taking back the goods would be the responsibility of supplier. MMTC is no way responsible to any other cost/expenses or any liability on account of rejection.

(IX) QUANTITY, WEIGHT & QUALITY: Independent reputed international inspection agency nominated by the Buyer at buyer's cost shall inspect cargo at Load Port/Load point and at Land Custom Station in Indian state of Mizoram. In case of rejection by Govt. Authority including Food Safety and Standard Authority of India or Independent inspection agency, the supplier shall replace the rejected cargo with fresh stocks conforming to the Contractual quality specification.

Suppliers may also note that the phytosanitary certificate should be issued by the specified Authority of the country of origin. In case the country of origin is other than Myanmar, then two such phytosanitary certificates are required one from the country of origin and the second from the transit country (Myanmar) from where the goods are entering the Indian territory.

(X) INSURANCE : To be taken by Seller upto Zokhawtar (Land Custom Station) in Indian State of Mizoram at their cost.

(XI) PAYMENT: Buyer shall open irrevocable, non-transferable L/C from a reputed bank in favor of seller. The L/C shall be payable at sight for 100% value against submission of following documents:

- A) Suppliers signed Commercial Invoice in Quadruplicate.
- B) Full set of Original Lorry Receipt marked "Freight Prepaid".
- C) Certificate of Origin issued by the concerned Chamber of Commerce in Triplicate.
- D) Certificate issued by the Govt. Nominated Official Agency certifying that rice consignment is fit for human consumption.
- E) Certificate of Weight and Quality issued by nominated Inspection Agency at Land Customs Station at Zokhawtar .
- F) Details of packing specifications and weight certificate.
- G) Acceptance certificate in original for quantity and quality issued by MMTCL Limited at Zokhawtar Land Customs Station(Mizoram)
- H) Fumigation Certificate by government authorized agency certifying that rice consignment has been fumigated prior to delivery at Zokhawtar Custom Station in Indian state of Mizoram.
- I) Phytosanitary Certificate in conformity with accepted international convention and phytosanitary regulations of India.
- J) Crop Year Certificate from the concerned authority
- K) Certification that commodity is not derived from genetically modified organisms (GMO) issued by Competent Authority.

(XII) FUMIGATION:

- a. The rice consignment must be treated by appropriate fumigant prior to delivering strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003' with schedules and subsequent amendments
- b. Seller must ensure conformity to quality requirements pertaining to " Grain for consumption from any country should be free from granary weevil (*Sitophilus granarius*) and fumigated with Methyl Bromide @ 32 /g/cu.m at 21 C and above for 24 hrs under NAP and the treatment to be endorsed on phytosanitary certificate

(XIII) BID BOND/EARNEST MONEY DEPOSIT: The offer shall be accompanied by a BID BOND in EURO, as per MMTC's standard format (Annexure-III) in favour of "The MMTC Limited" payable at New Delhi of a value of 3% value of the bid. In case of unsuccessful bidders, the EMD/BID BOND shall be refunded/returned without interest. Bid Bond shall be valid upto 26.12.2014.

(XIV) PERFORMANCE BANK GUARANTEE:

In case of **confirmation of business**, successful supplier shall provide performance bank guarantee in EURO equivalent to 3% value of the contract within five working days from the date of finalization of business as per MMTC's standard format (Annexure-IV), failing which MMTC reserve the right to forfeit/invoke the EMD/Bid Bond. The PBG shall be valid for six months from the date of issue of PBG and the bid bond shall be returned on receipt of PBG.

(XV) GENERAL CONDITIONS:

1. Offers from bidders who have been blacklisted by Govt./Govt. agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-I**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID VALUE are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax shall not be entertained.
4. Bidders to certify as per Certificate - **Annexure-II**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. MMTC reserves the rights to cancel the tender in totality without assigning any reason.
6. In the event of any disputes the Court at Delhi will have jurisdiction.
7. The tender is subject to the policy of the Government of India for import of rice as applicable from time to time
8. Integrity pact to be signed by supplier as per the attached format **Annexure V** along with bid documents.
9. Payment to foreign supplier will be through LC through banking channels and such counter parties bank should be excluded from sanction/restricted list. Supplier should confirm same before submitting the bids.

(XVI) SUBMISSION OF BIDS & VALIDITY

The bids complete in all respects addressed to General Manager, Agro Division, MMTC Ltd., Core 1 Scope complex , 7 Institutional Area , New Delhi-110003 (India), should be deposited in sealed envelope in Tender Box at fifth floor (Room No 516), at the above address **latest by 15:00 hours IST on 26th November, 2014 and offer to be valid till 17th December, 2014, 17:00 HRS IST.**

The bids shall be opened at **15:30 hours IST on 26.11.2014** in MMTC office at above address. Bidders or their authorized representatives may attend the opening of the tender

Prospective Bidders shall visit our website www.mmtclimited.gov.in for regular updates if any. Corrigendum/addendums shall be uploaded in the websites only.

(XVI) Contact information

Bidders may kindly contact on following nos. in case of any query /clarification

1. General Manager (Agro)

Telephone: +911141083100

Email: nb@mmtclimited.com

2. Additional General Manager (Agro)

Telephone: +91124381505

Email: mrcm@mmtclimited.com

Annexure-I

Tender No. MMTC/AGRO/ IMP/ RICE/2014-15/02

**PRICE BID
(To be completed by bidder)**

A. Name of Bidder: _____

Address: _____

Tel No. _____ Fax _____ E.Mail _____

Contact Person: _____

DETAILS OF BID VALUE:

Demand Draft No./Bond Value	Date	Drawn on	Amount (EURO)

1. Offered quantity :MT+/- 2%
2. Minimum quantity : 2500 MT +/- 2%

Price: in Euro PMT on delivered at Land Customs Station, Zokhawtar at Mizoram

S.No	Delivery lots	Quantity In MTs	Price in Euro PMT for delivery at Zokhawtar Customs Station,Mizoram (India)
1	Ist Tranche (20 th December.2014 to 25 th January 2015)		
2	IInd Tranche(1 st February 2015 to 28 th February 2015)		

**Name & Signature of the Bidder
With seal of Designation**

Annexure-II

**TENDER NO.MMTC/AGRO/IMP/RICE/2014-15/02
DATED 5th November , 2014**

CERTIFICATE

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt./Govt. agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

Annexure-III

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India)

M/s MMTC Limited.,
Core-1, Scope Complex,
7 Institutional Area, Lodhi Road,
NEW DELHI-110 003.

Dear Sirs,

WHEREAS M/s _____(offeror) has offered to supply a quantity of _____MT of WHITE RICE to MMTC Limited, hereinafter referred to as "MMTC " and the offeror is required to submit a Bid Bond value of EURO _____ or 3% value of the BID whichever is higher as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC the amount of EURO _____,in case the offeror wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said offeror. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving the demand from MMTC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till _____ - at New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to EURO _____(EURO _____ only) and it will remain in force upto _____ in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, _____Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the offer or and any change in the constitution of said offeror/MMTC.

DATED:

FOR

PLACE:

BANK

N.B. : Bid bond to be furnished in EURO only. Bid bond in Indian Rupees will not be accepted.

Annexure-IV
PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

M/s MMTC Limited.,
Core-1, Scope Complex,
7 Institutional Area, Lodhi Road,
NEW DELHI-110 003.

1. Against Contract No./LOA _____ Dated _____ entered into between the MMTC Limited (hereinafter called the Buyer) and M/s _____ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of EURO _____ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of EURO _____ will accordingly forthwith be paid without any conditions or requirement of any proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.
2. It is fully understood that this guarantee is effective for the period (upto six months from the date of issue of PBG) and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.
3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.
4. We _____ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in India alone.
6. Our liability under this Bank Guarantee shall not exceed EURO _____.
7. This Bank Guarantee shall be valid upto _____.
8. This Guarantee will be valid for invocation in India upto one month from the date of expiry of validity of PBG.

FOR _____ BANK

ACCEPTED

ANNEXURE-V

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.) as an Independent External Monitor (IEM). His contact details are as follows

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,NEW DELHI – 110 003.
Email id : bijoychat@gmail.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

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.

.....

.....

(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

Food Safety and Standards (Contaminants, Toxins and Residues) Regulations, 2011

2.1 Metal Contaminants

Name of the Metal contaminants	Article of food	Parts per million by weight
Lead	Foods not specified	2.5
Copper	Foods not specified	30.0
Arsenic	Foods not specified	1.1
Tin	Foods not specified	250
Zinc	Foods not specified	50
Cadmium	Other foods	1.5
Mercury	Other foods	1.0
Methyl Mercury	All foods	0.25

2.2 Crop contaminants and naturally occurring toxic substances

Name of the Contaminants	Article of Food	Limit µg/kg
Aflatoxin	All articles of food	30

2.3 Residues

Name of the Insecticides	Food	Tolerance Limit (mg/kg.ppm)
Aldrin, dieldrin (the limits apply to aldrin and dieldrin singly or in any combination and are expressed as dieldrin)	Milled Foodgrains	Nil

Carbaryl	Rice	2.50
Chlordane (residue to be measured as cis plus trans chlordane)	Food grains	0.02

Diazinon	Food grains	0.05
Dichlorvos (content of di-chloroacetaldehyde {D.C.A.} be reported where possible)	Milled foodgrains	0.25
Fenitrothion	Milled foodgrains	0.005
Heptachlor (combined residues of heptachlor and its epoxide to be determined and expressed as Heptachlor)	Milled foodgrains	0.002
Hydrogen cyanide	Foodgrains/Milled foodgrains	3.0
Hydrogen Phosphide	Milled foodgrains	Nil
Inorganic bromide (determined and expressed as total bromide from all sources)	Milled foodgrains	25.0
Hexachlorocyclohexane and its isomers		
(a) Alfa (α) isomer	Rice grain unpolished	0.10
	Rice grain polished	0.05
(b) Beta (β) Isomer	Rice grain unpolished	0.10
	Rice grain polished	0.05
(c) Gamma (γ) Isomer (Known as Lindane)	Rice grain unpolished	0.10
	Rice grain polished	0.05
(d) Delta (δ) Isomer	Rice grain unpolished	0.10
	Rice grain polished	0.05
Malathion	Milled Foodgrains	1.0
Phosphamidon residues (expressed as the sum of phosphamidon and its desethyl derivative)	Milled Foodgrains	Nil
Pyrethrins (sum of	Milled Foodgrains	Nil

pyrethins I & II and other structurally related insecticide ingredients of pyrethrum)		
Chlorienvinphos (residues to be measured as alpha & beta isomers of chlorienvinphos)	Milled Foodgrains	0.006
Chorpyrifos	Milled Foodgrains	0.01
2.4D	Milled Foodgrains	0.003
Ethion (Residues to be determined as ethion and its oxygen analogue and expressed as ethion)	Milled Foodgrains	0.006
Monocrotophos	Milled Foodgrains	0.006
Paraquat Dichloride (Determined as Paraquat cations)	Milled Foodgrains	0.025
Trichlorfon	Milled Foodgrains	0.0125
Thiometon (Residues determined as thiometon its sulfoxide and sulphone expressed as thiometon)	Milled Foodgrains	0.006
Carbendazim	Milled Foodgrains	0.12
Benomyl	Milled Foodgrains	0.12

Carbofuran (sum of carbofuran and 3-hydroxy carbofuran expressed as carbofuran)	Milled Foodgrains	0.03
Decamethrin/Deltamethrin	Rice	0.05
Edifenphos	Rice	0.02
Fenthion (sum of its	Milled Foodgrains	0.03

fenthion, its oxygen analogue and their sulphoxides and sulphones expressed as fenthion)		
Dithiocarbamates (the residues tolerance limit are determined and expressed as mg/CS ₂ /kg and refer separately to the residues arising from any or each group of dithiocarbamates	Milled Foodgrains	0.05
Phenthoate	Milled Foodgrains	0.01
Phorate (sum of phorate, its oxygen analogue and their sulphoxides and sulphones, expressed as phorate)	Milled Foodgrains	0.01
Pirimiphos-methyl	Rice	0.50
Cartaphydrochloride	Rice	0.50
Methyl Chloro-phenoxy-acetic acid (M.C.P.A.)	Rice	0.50
Oxadiazon	Rice	0.03
Quinolphos	Rice	0.01
Triazophos	Rice	0.05
Iprodione	Rice	10.0
Ethoxysulfuron	Rice	0.01

Oxyfluorfen	Rice	0.05
Carbosulfan	Rice	0.2
Tricyclazole	Rice	0.02
Imidacloprid	Rice	0.05
Butachlor	Rice	0.05
Pendimethalin	Rice	0.05

Pretilachlor	Rice	0.05
Cyhalofop-butyl	Rice	0.5
Thaimethyoxam	Rice	0.02
Fenobucarb	Rice	0.01
Anilophos	Rice	0.1
Kitazin	Rice	0.2
Isoprothiolane	Rice	0.1
Ethofenprox	Rice	0.01
Benfuracarb	Rice	0.05
Flufenacet	Rice	0.05
Buprofezin	Rice	0.05
Carpropamid	Rice	1.0
Oxadiargyl	Rice	0.1
Pyrazosulfuron ethyl	Rice	0.01
Clomazone	Rice	0.01