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***TENDER FOR EXPORT OF INDIAN RICE FROM MUMBAI, MUNDRA
OR KAKINADA PORT***

**E.TENDER NO.MMTC/AGRO/EXP/RICE/2016-17/1
DATED 22nd June, 2016**

Closes on 5th July, 2016 at 1500 Hrs (IST)

MMTC INVITES OFFERS FOR EXPORT OF INDIAN RICE

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

www.mmtclimited.gov.in,

&

<http://eprocure.gov.in>



E. TENDER FOR EXPORT OF RICE

**E.TENDER NO.MMTC/AGRO/EXP/RICE/2016-17/1
DATED 22nd JUNE, 2016
CLOSING AT 1500 HRS IST ON
5th JULY, 2016**

TERMS AND CONDITIONS OF TENDER

MMTC LIMITED INVITES BIDS FROM SUPPLIERS OF RICE LOCATED IN INDIA FOR EXPORT OF 20,000 MTS (+/-5%) OF RICE FROM MUMBAI OR MUNDRA OR KAKINADA PORT ON EX-PORT BASIS (FOB ST).

The bids are invited from prospective Indian suppliers of Indian Rice suppliers for export of Rice on FOB basis. The prospective Suppliers are requested to submit their bid(s) as per the detailed terms and conditions of the Tender given below.

(I) COMMODITY: Indian Parboiled Rice (Long Grain) & IR 64 Rice

S.No.	Item (Crop year)	Quantity	Shipment period	Load port (Buyer's option)
1.	Indian Parboiled Rice (Long grain)	20,000 MT(+/-5%) in bulk	PROMPT (BIDDER INDICATE SHIPMENT SCHEDULE) – TO	Mumbai or Mundra or Kakinada
2.	IR 64 Rice	20,000 MT (+/-5%) in bulk	PROMPT (BIDDER INDICATE SHIPMENT SCHEDULE) – TO	Mumbai or Mundra or Kakinada

Bid should be made for a minimum quantity of **20,000 MTs.**

It is the sole and absolute discretion of the buyer depending on the prices received in the tender to finalise the quantities.

(II) **PACKING:** Loose in bulk.

(III) **SPECIFICATIONS:**

Indian Rice IR 64 (Latest crop of 2015-16). **Fit for human consumption.**

CROP YEAR	2015-16
BROKEN GRAINS	5% MAX.
WHOLE GRAINS	95% MIN.
MOISTURE	14% MAX.
COLOUR SORTING	100%
GRAIN LENGTH	6.1 MM AND ABOVE
DISCOLOURED GRAINS	1% MAX.
ADMIXTURE	3% MAX
RED STREAK GRAINS	1% MAX.
BLACK GRAINS	0.5% MAX.
FOREIGN MATTERS	0.5% MAX.,.
PADDY	5 GRAINS PER 100 CC

Parboiled Indian Long Grain Rice(Latest crop of 2015-16). **Fit for human consumption**

MOISTURE CONTENT NOT TO EXCEED	14% MAX.
RICE BROKEN NOT EXCEED	5% MAX.
YELLOW AND DAMAGE KERNEL NOT EXCEED	4% MAX.
CHALKY AND GREEN KERNELS NOT EXCEED	2% MAX.
IMPURITIES AND FOREIGN MATTER NOT EXCEED	5% MAX.
PADDR KERNELS NOT EXCEED	1% MAX.
RICE SHOULD BE WELL MILLED WITH GOOD COMMERCIAL	
RICE BROKEN SHOULD BE LESS THAN 2/3 OF LENGTH OF RICE GRAIN	
ASH NOT EXCEED	5% MAX.
PROTIEN	7% MAX.
FOREIGN MATTER NOT ORGANIC SHOULD NOT EXCEED 0.5%	0.5% MAX.

Radioactive contamination, if any within permissible international limits.

Eligibility

Suppliers who have permit/licence/statutory clearances certificates for procurement and export of rice (from Mumbai/Mundra and Kakinada) are eligible. Any liability towards government obligations, levies, taxes, statutory requirements, returns to concerned departments to the accounts of Supplier.

- (IV) **QUANTITY FOR EXPORT: 20,000 MT(+/-5%) MINIMUM**
- (V) **SHIPMENT PERIOD: PROMPT – BIDDER TO INDICATE SHIPMENT PERIOD**
- (VI) **PRICE:** To be quoted in INR PMT FOB ST MUMBAI, MUNDRA & KAKINADA loose in Bulk.
- (VII) **BID VALIDITY:** Price Bids must remain valid up to 1700 hrs. Indian Standard Time (IST) on **14th July, 2016.**
- (VIII) **MOVEMENT OF CARGO TO LOAD PORT: Seller shall move cargo from godowns to Port on clearance from the Buyer(MMTC).**
- (IX) **QUANTITY WEIGHT /QUALITY:** Independent inspection agency nominated by the Buyer at its own cost shall inspect cargo at Port godowns for onward movement & loading into the Vessel. The Inspection Report issued by same independent Agency for quality at Port godowns and quantity at load port will be final and binding on both the parties.
- (X) **FUMIGATION:** The cargo will be treated with Methyl bromide @ 32g/cu. m at @ 21°C and above under NAP and the treatment. The charges for Fumigations to be borne by the supplier.
- (XI) **INSURANCE:** Appropriate Marine Insurance cover to be taken by Buyer (MMTC) at their cost.
- (XII) **PAYMENT:** Buyer shall open LC within 7 days from the date of issuance of Letter of Intent by MMTC. The LC should be irrevocable, operative and acceptable from prime/first class international bank. The L/C shall be payable at sight for 100% value within 5 working days against submission of following documents:
- A) Commercial Invoice in Quadruplicate.
 - B) Certificate of Weight and Quality issued by nominated Inspection Agency.
 - C) Loading Completion Certificate from Inspection Agency into the vessel.
 - D) Draft Survey Report.
 - E) Fumigation Certificate.

Any additional documents, if required by the buyer to be arranged by the Seller at their own cost.

(XIII) BID BOND/EARNEST MONEY DEPOSIT

All bidders are required to submit a BID BOND in INR of 2% of value of the bids as per MMTC's standard format (**Annexure-I**) or **submit bid amount in the form of funds transfer (in INR) to MMTC's account.** The bank co-ordinates for funds transfer are given below:-

SWIFT: SBHYINBB012

FAVOURING A/C NO.52142903753 OF MMTC LIMITED, NEW DELHI

Bid bond OR fund transfer advise is to be furnished to MMTC before **1500 Hrs IST on 5th July 2016** in physical form. No interest will be payable on such deposit. The amount should reach MMTC before tender closing i.e. **5th July 2016** (1500 Hrs IST) and credit should be reflected in MMTC account. The onus of ensuring receipt of

funds in MMTC account before **1500 Hrs IST on 5th July, 2016** rests solely with the Bidder and MMTC will not take any liability or responsibility for the same or for any delay in receipt through Banking channels in MMTC account. The bank charges at actual would be to the bidder's account.

Bankers cheques/Draft would not be accepted as Bid money.

The Bid Bond must be valid upto 30th September,2016.

(XIV) PERFORMANCE BANK GUARANTEE: : The successful bidder is required to establish Performance Bank Guarantee (PBG) strictly in the prescribed format for 5% value of the contract within 5 working days from the date of issuance of LOI and upon acceptance of PBG the bid bond/Bank Draft will be returned. The PBG should be valid and enforceable upto **31st December, 2016**. The PBG should be in the prescribed format (**Annexure-II**) from/ through scheduled bank in India and the PBG to be encashable at the counter of scheduled bank in India on first demand.

(XV) SHIPPING TERMS:

1. Buyer shall nominate seaworthy vessels and intimate the details of the vessel at least 10 days prior to its arrival at the load port.
2. The buyer shall ensure that the vessel(s) is nominated well within the contractual shipment period.
3. Vessel to load at the average rate of **2000 MT (PWWD SHEXEIU) at Mumbai and Kakinada Port and 10,000 MT at Mundra, per weather working day** of 24 consecutive hours based on 5 workable hatches and 4 hooks being made available at the commencement of loading. If less than 5 workable hatches and 4 hooks are made available, load rate to be reduced pro-rata.
4. Written Notice of Readiness to load the cargo (NOR) can be tendered at the load port only after the vessel has arrived at the port of loading, completed required port formalities and filed application for berthing, obtained all necessary vessel related clearances including Customs clearance, secured prior entry at Customs, arrange vessel cleanliness certificate from the nominated surveyor and is ready in all respects for loading the cargo. Valid NOR duly signed by the Master and/or Vessel owner/Overseas Buyer's agent is to be tendered to the Seller's Head office/Branch Office and its nominated CHA agent at load port.
5. Vessel shall give 10 days arrival notice to Seller at their New Delhi, concerned Regional office and nominated CHA at Ports. Thereafter 7 days followed by 5, 3, & 2 days and lastly 24 hours firm notices in writing should be given.
6. At load port, all vessel related charges are to the account of ship-owners/Seller.
7. Valid NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays, between 1000 hours and 1200 hours on Saturdays. But excluding Sundays, Charter Party holidays, port holidays.
8. Lay time to commence to count 24 hours after tendering valid NOR. In the event of 24 hours period ending between
 - (A) 1200 to 2400 hours on Saturday,
 - (B) Sunday/Charter Party Holidays/Port holidays.
 - (C) Between 1700 hours to 2400 hours on any working day,
The lay time to commence 0800 hours the next working day.
9. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay time. Similarly, in case vessel is required to shift from

one berth to another berth, then the time taken in shifting will not be counted as lay time. Time used for fumigation shall not be counted as laytime used.

(XVI) DEMURRAGE/ DESPATCH RATE: Demurrage rate shall be US\$ 10,000 per day or pro rata. Despatch to be half rate of demurrage WTS. Demurrage/ dispatch to be settled by respective parties (Seller & Overseas Buyer) within 60 days of receipt of invoices and supporting documents Statement of Facts to be signed by both parties or their agents and the Master of the vessel immediately upon completion of loading.

(XVII) FORCE MAJEURE:

- i. Buyer/Seller shall not be liable 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 thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Buyer's control including (but without limiting the generality of the foregoing) declared or undeclared war, 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. In so far as any of the above causes shall prevent Buyer from nominating and accepting any delivery under the Agreement, Buyer shall be excused from nomination and acceptance of such delivery.
- iii. If the operation of such conditions continue to exceeds 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.
- v. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

(XVIII) 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 rules of the Indian Council of Arbitration, New Delhi. And the award made in pursuance thereof shall be binding on the parties. The venue for the Arbitration shall be New Delhi. New Delhi Court shall have jurisdiction and Indian laws will apply.

(XIX) SPECIAL CLAUSE

Buyer would enter into contract/agreement solely on its own behalf and not on behalf of any other person or entity or Government of India. Buyer has separate legal entity with powers and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. Buyer would not be representative or delegate

of the Government of India. Government of India would not be liable and under no obligations or rights for the performance of the Buyer.

In case of imposition of any ban or suspension by Govt. of India of export of Rice, at any point of time, Buyer would not be responsible for any default and Buyer would have the right to invoke the Force Majeure clause at the time of any suspension/ban by Government of India.

(XX) Submission of Bids:

Bidders shall submit their offers separately in two-bid format:

Part A: Technical Bid: (electronic form only). The documents to be enclosed with electronic technical bid are a) Technical Bid comprising of Quantity, Specifications, Load port, Packing, Shipment period,) etc as per Annexure-III b) MMTC E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of E-Tender enquiry and acceptance of all terms and conditions of the e-tender c) authority letter d) Mandatory Details of Bidder (Annexure VIII).

Technical bid is to be uploaded on electronic mode by **1500 Hrs IST on 5th July 2016.**

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on **5th July 2016** latest by 15:00 hrs IST and received by MMTC at SCOPE Complex, Delhi.

Part B: Price Bid Price Bids are also to be submitted latest by **1500 hrs IST on 5th July ,2016** through electronic mode only.

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by **1500 Hours IST on 5th July 2016** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to:

website <https://mmtc.eproc.in>

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED.,

Offers should be submitted as per Bids format provided at Annexure-III & IV.

The technical bid of tender shall be **opened at 1505 Hrs. IST** and price bids shall be opened at **1600 hrs. IST on same day i.e. 5th July 2016.** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

(XXI) Integrity pact to be signed by Bidder as per the attached format **Annexure VI** along with bid documents and uploaded with the Technical Bid.

Bidder to submit mandatory information as per format at Annexure-VIII and uploaded with the Technical Bid.

- a) Any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) Each page/document must be signed by the Bidder.
- c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
- f) MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

(XXII) GENERAL CONDITIONS:

1. Offers from bidders who have been blacklisted by Govt.of India/Govt. of India agencies are liable to be rejected.
2. Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax/email shall not be entertained.
3. Bidders to certify as per Certificate - **Annexure-IV**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
4. MMTC reserves the rights to cancel the tender in totality without assigning any reason.
5. Bidder(s) may also check regularly MMTC's website i.e. www.mmtclimited.gov.in for any amendment in the Tender until the date of bid as any Tender conditions can be modified or date of submission of bids may get extended.

DY. GENERAL MANAGER(AGRO)

Tender No.MMTC/AGRO/EXP/RICE/2016-17/1

Tender for Export of Rice

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and encashable at the counter of any Indian Schedule Bank)

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003

Dear Sirs,

WHEREAS M/s _____(Bidder) has offered to supply a quantity of _____MT of Rice to MMTC Limited, hereinafter referred to as "MMTC " and the Bidder is required to submit a Bid Bond value of which is 2% of the value of the total BID 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 INR _____,in case the Bidder 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 Bidder. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. 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 **30th September, 2016** at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to INR_____(INR_____only) and it will remain in force upto **30th September, 2016** in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till, **30th September, 2016** 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 Bidder and any change in the constitution of said Bidder/MMTC.

DATED:

FOR

PLACE:

BANK

Tender No.MMTC/AGRO/EXP/RICE/2016-17/1

Tender for Export of Rice

PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India and encashable at the counter of any Indian Bank)

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. dated

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003 (INDIA)

Dear Sirs,

1. WHEREAS, MMTC Limited having its registered office at Core- 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 India have entered into Contract No. Dated (hereinafter called 'the Contract') for with M/s. (name) address (hereinafter called the 'XX')
2. AND WHEAREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of USD
3. AND WHEREAS at the request of the 'XX' we, Bank, (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of INR Payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of INR only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to INR Our Guarantee shall remain in force until(date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before(expiry date).

7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said, 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said M/s XX.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of INR only by MMTC.
11. We..... (Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said "XX".
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DATE OF _____ 2016

**Yours faithfully,
For and on behalf of
_____ Bank**

(Address)

(Banker's Seal)

TECHNICAL BID

1.Details of Bid Bond

Bid Bond No._____ Dated_____ For (Amount in US\$)_____.

Name of Bank & Branch:

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

2. Items, Quantity and Shipment Period

S.No.	Item (Crop year)	Quantity	Shipment period	Load port (Buyer's option)
1.	Indian Parboiled Rice (Long grain)	20,000 MT(+/-5%) in bulk	PROMPT – TO (BIDDER INDICATE SHIPMENT SCHEDULE)	Mumbai or Mundra or Kakinada
2.	IR 64 Rice	20,000 MT (+/-5%) in bulk	PROMPT – TO (BIDDER INDICATE SHIPMENT SCHEDULE)	Mumbai or Mundra or Kakinada

3. Quality Specifications

Indian Rice IR 64 (Latest crop of 2015-16). **Fit for human consumption.**

CROP YEAR	2015-16
BROKEN GRAINS	5% MAX.
WHOLE GRAINS	95% MIN.
MOISTURE	14% MAX.
COLOUR SORTING	100%
GRAIN LENGTH	6.1 MM AND ABOVE
DISCOLOURED GRAINS	1% MAX.
ADMIXTURE	3% MAX
RED STREAK GRAINS	1% MAX.

BLACK GRAINS	0.5% MAX.
FOREIGN MATTERS	0.5% MAX.,.
PADDY	5 GRAINS PER 100 CC

Parboiled Indian Long Grain Rice(Latest crop of 2015-16). Fit for human consumption

MOISTURE CONTENT NOT TO EXCEED	14% MAX.
RICE BROKEN NOT EXCEED	5% MAX.
YELLOW AND DAMAGE KERNEL NOT EXCEED	4% MAX.
CHALKY AND GREEN KERNELS NOT EXCEED	2% MAX.
IMPURITIES AND FOREIGN MATTER NOT EXCEED	5% MAX.
PADDR KERNELS NOT EXCEED	1% MAX.
RICE SHOULD BE WELL MILLED WITH GOOD COMMERCIAL	
RICE BROKEN SHOULD BE LESS THAN 2/3 OF LENGTH OF RICE GRAIN	
ASH NOT EXCEED	5% MAX.
PROTIEN	7% MAX.
FOREIGN MATTER NOT ORGANIC SHOULD NOT EXCEED 0.5%	0.5% MAX.

Radioactive contamination, if any within permissible international limits.

We certify that we have valid permit/licence/statutory clearances certificates for procurement and export of rice (from Mumbai/Mundra and Kakinada). Any liability towards government obligations, levies, taxes, statutory requirements, returns to concerned departments to Seller's accounts.

DECLARATION

We hereby declare that our business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify

Signature of the Bidder _____

Full Name _____

Designation _____

Date_____

Seal of Company_____

Tender No: MMTC/PULSES/IMP/2016-17/1
Price Bid (To be completed by Indian supplier)

Name of the Bidder: _____

Address: _____

Contact Person: _____

Tel No. _____ Fax No. _____

Email address: _____

Load Port	MUMBAI	MUNDRA	KAKINADA
Description of item/Name of Item			
Name of Port of Loading			
Quantity offered (MTs) Min Qty 20,000 Mts			
Price in INR PMT FOB ST AT PORT			

We confirm that all other terms including validity of our bids are as per tender

Name _____

Designation _____

Signature of the Bidder _____

Date _____

Seal of Company _____

ANNEXURE-V

Tender No.MMTC/AGRO/EXP/RICE/2016-17/1

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.of India or Govt. of India agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

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

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
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

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 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, 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.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its

Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word "IEM" would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of MMTC)
(Office Seal)

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

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address

SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on MMTC e-procurement website [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

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.

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) and follow the directions. In this regard please go to "help desk: <https://mmtc.eproc.in> and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: pankaj.verma@c1indi.com and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer – email id nimesh.bhardwaj@c1india.com , mobile phone +91-093105-27400 OR Mr. Mukesh Kumar , mukesh.kumar@c1india.com , 9560833122.

Earnest Money in physical form should reach us on or before closing date and time of tender.

Mandatory Information of Bidder

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

Signature of the bidder : _____

Name

Designation