

MMTC LIMITED
SCOPE COMPLEX, CORE-1, LODHI ROAD, 7 INSTITUTIONAL AREA
NEW DELHI-110 003

GLOBAL TENDER FOR EXPORT OF "RED SANDERS" AT CHENNAI & TUTICORIN LOCATIONS

TENDER No. MMTC/GT/RS Chen/ 2015-16/01

DT. 10/06/2015

- **Pre Bid Conference** :: 1400 Hrs. (IST) on 23/06/2015
- **Tender closing time/ date** :: 1400 Hrs. (IST) on 10/07/2015
- **Tender (Techno-Commercial Bids) Opening time/ Date** :: 1500 Hrs. (IST) on 10/07/2015
- **Tender (Price Bids of qualified Bidders) Opening Time/Date** :: 1500 Hrs. (IST) on 14/07/2015

MMTC Limited, A Govt. Of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from interested overseas buyers for export of 216.58214 MT (approx)of Red Sanders as per the details given below of Indian origin on FOB Chennai and Tuticorin Basis.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India.

A. QUALIFICATION CRITERIA FOR BIDDERS:

MMTC hereby invites bids for export of Red Sanders from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:-

- i) The bidder should have 3 years experience in import or export.
- ii) Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii) The Bidder should not be a entity blacklisted by any Indian govt. agency and they should not export back the Red Sanders into India and there is no deviation in the tender terms. (A declaration as per Annex II).
- iv) The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover of US\$ 5 million during the last 3 financial years.
- v) The bidder should have registration with any Tax/Trade Licensing Authority in their country.
- vi) The Bidder should be financially sound (Bank Report or Solvency Certificate from their Banker, equivalent to US\$ 1 million to be enclosed).
- vii) In case of currency other than US\$ at Sl. No. iv) & vi) above, same will be converted in US\$ as per RBI Reference Rate on Tender Opening Date.

Note: Bidders to submit documents in support of above.

B. LOCATIONS & QUANTITY:-

- i) 216.58214 Mts Red Sanders stock logs are lying in loose form at Chennai / Tuticorin as detailed below:
- ii) Shipment period: - **Latest by 31st Aug 2015.**
- iii) Price: To be quoted on lot basis in US\$, FOB, Chennai / Tuticorin port for each lot. Goods will be invoiced on B/L weight basis as per Inspection report.

Location and lot-wise stock position of Red Sanders is at **Annexure- I**

A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at Speedy Multimode is available for inspection for bidders, with Shri KK Prabu, Manager(Marketing), MMTC Limited, 6, Chennai House, Esplanade Road, Chennai – 600 108 (Phone No.+91-44-2534 1938 /2534 0831 Fax No.+91-44-2534 0544 Email: prabu@mmtclimited.com)

C. COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from MMTC's website : www.mmtc.gov.in Or www.eprocure.gov.in/ www.tenders.gov.in from 10th June, **2015 to 10th July , 2015**. Participating bidders will be required to make a non-refundable payment of Rs.6,500/- (Rs.Six thousand five hundred only) inclusive of 5% VAT, by Demand Draft or Pay Order in favour of “MMTC Limited.” Payable at New Delhi Or in US\$ 100 (US Dollars One hundred only) inclusive of 5% VAT, payable through SWIFT in MMTC's account at:

Name of Bank : State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai – 600 008. Ph:044-28576176. Fax:044-28576143.

Beneficiary name : MMTC LIMITED

Account No. 00000030440638845

IFSC Code : SBIN0009999

SWIFT Code : SBININBB174

AD Code :. 00-09999-9000-009

A documentary evidence for having remitted cost of tender document may be submitted alongwith techno-commercial bid.

D. PRE BID INSPECTION BY BIDDERS:-

The interested Bidders may inspect the goods prior to submission of their Bids between 15th **June 2015 and 19th June 2015** between 1100 Hrs to 1700 Hrs. at their own expense after co-ordination with Shri K K Prabu, Manager (Marketing), MMTC Limited, 6 Chennai House , Esplanade Road, Chennai 600108 [Phone Nos.91-44-2534 1938/ 2534 0831, Fax No.+91-44-2534 0544 E.Mail: prabu@mmtclimited.com, or sending a request in writing for satisfying themselves about the quality and quantity of each lot. The L/C will not allow any third-party certification for quality/ quantity as the goods are being sold on ‘As is Where Is Basis’ and the quality declared as per Grading Agency certificates / document issued in India will be final.

E. PRE BID CONFERENCE:-

A pre-bid conference will be held on 23rd **June, 2015 at 14.00** Hrs. in MMTC's office at Chennai (MMTC Limited, 6 Chennai House , Esplanade Road, Chennai 600108 Phone Nos.91-44-2534 1938/ 2534 0831, Fax No.+91-44-2534 0544) wherein the interested Bidders can seek

clarification(s) on issues related to the tender. The interested bidders may attend the Pre Bid Conference after submitting the request letter along with receipt /proof of tender fee deposited by them. Bidders may mail their queries to prabu@mmtclimited.com latest by 21.06.2015.

F. TERMS & CONDITIONS:-

- i. MMTC reserves the right to ask bidders for furnishing additional documents/ details other than those specified in the tender, if deemed, necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations/ conventions/ policies of Indian Government issued during the currency of the contract.
- iv. MMTC reserves the right to accept/ reject any or all of the bids against the tender without assigning any reason thereof.
- v. Authorized representative/ agents of foreign buyers are allowed to submit only one bid on behalf of the bidder for a particular lot. Submission of multiple bids against any particular lot by the same agent may render such bidders liable for rejection.
- vi. Incomplete and unsigned bids may not be considered and may be summarily rejected.
- vii. If any information furnished by the bidder is found to be incorrect/false, MMTC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.
- viii. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit self certified translated copies along with the original bid at their own cost.
- ix. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

G. EARNEST MONEY DEPOSIT (EMD) :

The bidder has to submit EMD in the form of Bank Guarantee as per (**Annexure-III**) in "US Dollars" in favor of "MMTC Limited, 6 Chennai House , Esplanade Road, Chennai 600108" encashable at the counter of any bank in Chennai, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, **with validity period till 30th November 2015 and claim period till 31st December, 2015**. EMD of the unsuccessful Bidders will be returned within **10 working days** from the date of receipt of signed contract from successful bidder.

The Bank Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks. In case a Bidder

is quoting for multiple lots, they will be required to deposit separate EMD for each lot for the total number of lots being quoted.

Bidder shall submit a copy of the BG (EMD) with their techno-commercial bid and instruct their banker to forward the original BG directly to MMTC Limited, 6 Chennai House , Esplanade Road, Chennai 600108 so as to reach before the date/time of submission of bid.

MMTC may invoke the BG (EMD)in the event of :

- i) Buyer's failure to remit 20% advance payment
- ii) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of draft contract.
- iii) Non-submission of PBG by the Buyer within seven working days of receipt of signed contract from the Seller.
- iv) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract.
- v) Any other default in the performance of contract.

H. PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder will be required to submit the Performance Bank Guarantee (PBG) established in favour of MMTC, Chennai encashable at the counter of any Bank in Chennai, for 5% value of the awarded quantity, **with validity period till 30th November 2015 and claim period till 31st December, 2015, within Seven(7) working days** from the date of receipt of signed sale contract from Seller (MMTC). Format of PBG is at **Annexure-IV**.

Performance Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks.

MMTC may invoke the BG (Performance Bank Guarantee)in the event of :

- i) Buyer's failure to remit 20% advance payment;
- ii) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract;
- iii) Non lifting of cargo within stipulated time;
- iv) Any other default in the performance of contract.

I. TERMS OF PAYMENT

1. Advance Payment & NBA Charges

In addition to PBG of 5%, successful Bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in MMTC's Account Number given at Clause 'C' within 7 working days of receipt of signed contract from MMTC which will also be treated as total Performance Guarantee (in addition to 5%

PBG). As per the prevalent rules/ guidelines the 5% of the FOB value will have to be paid to National Bio-diversity Authority out of aforesaid 20% advance payment collected from successful Bidders to avoid cash outflow situations.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee (5% PBG plus 20% advance payment).

2. Letter of Credit –

- A. The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit payable at sight to cover 100% (Less 20% Advance Payment) value of the cargo with tolerance for quantity and value as per contract. Letter of credit shall be in favour of the sellers/beneficiaries (**MMTC Limited, 6, Chennai House, Esplanade Road, Chennai -600 108, Tamilnadu, India**) and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be established within 10 working days from the date of signing of contract by both MMTC and the overseas buyer. The LC shall be advised through **State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai – 600 008. Ph:044-28576176. Fax:044-28576143.**

SWIFT Code : SBININBB174 The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment (Less 20% Advance Payment) value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC & PBG and date of NOR) prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

B. List of the Banks from where LCS will be acceptable to MMTC:

- a. LCs from foreign branches of Indian Nationalized Banks (except Nainital Bank, Dhanlakhmi Bank, Gramin Banks, Co-operative Banks);
- b. MMTC would be accepting overseas LCs from any branch of following banks:

- i. Australia and New Zealand Banking Group Ltd
 - ii. DBS Bank Limited
 - iii. Royal Bank of Scotland
 - iv. Bank of Tokyo
 - v. Standard Chartered Bank
 - vi. HSBC
 - vii. BN Paribas
 - viii. Nova Scotia
- c. In addition to above, top 50 banks ranked by Bankersalmanac.com (link <http://www.accuity.com/useful-links/bank-rankings/>) are also acceptable to MMTC.
- d. L/C confirmation charges will be to the account of Buyer if L/C is opened through any bank other than those acceptable to MMTC as listed above.
3. Telegraphic Transfer - If Buyer wish to make Telegraphic Transfer towards final residual value (100 of the shipment value less 20% advance payment), in lieu of payment by L/C, then Buyer may remit the funds equivalent to value of contract in MMTC's Account as detailed below before stuffing of the goods. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Differential value, if any, shall be adjusted after shipment.

Name & Address of the Bank : State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai – 600 008. Ph:044-28576176. Fax:044-28576143.

Beneficiary name : MMTC LIMITED
Account No. 00000030440638845
IFSC Code : SBIN0009999
SWIFT Code : SBININBB174
AD Code :. 00-09999-9000-009

J. SUBMISSION OF BIDS & VALIDITY:

- I. The Bidders are required to submit complete bids in TWO BID SYSTEM i.e. in two separate sealed envelopes, one superscribed as “Techno- Commercial Bid” and the other as “Price Bid” alongwith Tender No., date, Name & Address of the Bidder strictly as per formats given in **Annexure V(A) and V(B)** respectively.

Both envelopes should thereafter be kept in a single third envelope, sealed and superscribed with Tender No., date, Name & address of the Bidder and submitted in the Tender Box kept at MMTC Limited, 2nd Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 Tel 91-11-2438 1426 latest by 14:00 Hrs. on 09th July,2015 . Bids sent by post should be addressed to Ms. Anita Gupttrishi, AGM (General Trade), MMTC Limited, 2nd Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi

Road, New Delhi 110003 Tel 91-11-2438 1426. Offers over phone, fax or email will not be entertained. For any information/ clarification, Bidders may contact Ms. Anita Guptrishi, AGM (General Trade), Tel No 91-11-2438 1426, Fax No 91-11-2436 4106 email ID ag@mmtclimited.com, during office hours.

II. Techno Commercial Bid - The envelope superscribed as “Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid :

- a. Duly signed & stamped Techno-Commercial Bid as per **Annexure V(A)**.
- b. Proof towards payment / receipt of Tender Cost.
- c. Signed and stamped copy of complete tender document as a token of Acceptance of all terms and conditions.
- d. Authority letter from Overseas Principals in favour of Authorized Representative.
- e. Documents in support of last 3 years import or export experience. Certificate of Auditors/ Chartered Accountants is acceptable.
- f. Bidder’s valid membership certificate or Letter of introduction from local Chamber of Commerce.
- g. Declaration as per **Annexure –II**.
- h. Certificate issued by auditors or chartered accountant showing turnover in US\$ for last three financial years.
- i. Copy of Tax registration Certificate/Trade license, issued by the Authority.
- j. Bank Report Or Solvency certificate from Bidder’s Banker to the extent of US\$ 1 million to be furnished.
- k. Integrity Pact – Annexure-VII (applicable only if the shipment value is in excess of USD 3 Million).
- l. Copy of BG towards EMD of US\$ 5000 or US\$ 10,000 as the case may be for each lot of bid quantity (**Annexure - III**).

III. **Price Bid** - The “Price bid” sealed envelope must contain duly signed and stamped Price Bid showing prices strictly as per the **Annexure-V-(B)** of tender document.

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

The techno commercial bids shall be opened on 10th July, 2015 at 15:00 Hrs. in MMTC office, New Delhi in the presence of the bidders’ or their representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date 14:00 hrs. (IST) on 10th July, 2015

Tender Opening Time/Date 15:00 hrs. (IST) on 10th July, 2015 (Techno-Commercial Bids)

The Price bids of only Techno-Commercially qualified bidders shall be opened at 15:00 hrs. (IST) on 14th July, 2015 in the presence of Bidders or their Authorized Representative.

MMTC's Subsidiary MTPL Singapore shall be exempted from submission of EMD and PBG provided they submit an undertaking that they have obtained EMD and PBG from their customers.

K. EVALUATION OF PRICE BIDS:

- i. Price bids of only techno-commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic correctness, if any, based on rate quoted by the Bidder in the Schedule of Rates.
- ii. If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

L. AWARD OF BID:

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. In case, the H1 bidder fails to submit PBG then the offer shall be given to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PBG or rejects the offer, then the offer shall be given to H3 bidder at H1 bidder's price. This option, however, shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by MMTC, shall be issued Letter of award (LOA) along with draft contract. Successful bidder shall return a signed copy of the contract within three working days and PBG within 7 (seven) working days from the date of issue of LOA.

M. VALIDITY OF BIDS:

The bid should be valid for at least Two (2) months from the date of opening of the price bid. However the bidder agrees to extend the bid for a further period of One (1) month on the existing terms and condition in case the same is desired by MMTC. The validity of the bids may be extended for a further period on mutual consent.

N. INSURANCE:

The goods will be sold on FOB basis at Chennai / Tuticorin port, hence, insurance from Load port to discharge port will be to the account of the bidder.

O. INDEMNITY :

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

Q. DISCLAIMER:

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

P. ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

Q. FORCE MAJEURE

Either party shall be relieved of its obligations and responsibilities under this contract if the performance of this contract is wholly or partially prevented and/or delayed by act of God and any other cause or causes beyond the control of either party such as fires, floods, strikes, lockouts, riots or civil commotion, epidemics, war and acts of Government. etc. Either party shall promptly i.e. within 15 days give notice to the other party of any force majeure given even effecting its obligations under this contract supported by documentary evidence such as certificate of Chamber of Commerce or of any other competent authority connected with the cause. If such notice is given, the obligations and responsibilities of the party giving such notice as well as the corresponding obligations and responsibilities of the other party shall be relieved to the extent made necessary by and continuance of force majeure. If such condition continues for more than 90 days, this agreement shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

R. GENERAL TERM:

It is expressly understood and agreed by and between MMTC and Bidder that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Bidder expressly agree, acknowledge and understand that MMTC is not an agent, Representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Bidder hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

S. LIST OF ANNEXURES

1. ANNEXURE- I Grading details of Red Sanders Lot-wise
2. ANNEXURE- II Declaration format
3. ANNEXURE III Bank Guarantee Proforma for EMD.
4. ANNEXURE IV Performance Bank Guarantee Format For 5% value of Award.
5. ANNEXURE V (A) Techno-Commercial Bid format
6. ANNEXURE V (B) Price Bid format
7. ANNEXURE VI Contract to be executed between
8. ANNEXURE-VII : Integrity Pact

LOT-WISE & GRADE-WISE DETAILS OF RED SANDERS

The lots no.1-7 are lying at Chennai and Lot Nos. 8-17 are lying at Tuticorin as per following details. A complete Grading list showing length, width, girth weight etc., in respect of stock at above locations is available for inspection by Bidders with Shri K K Prabu, Manager, MMTC office at Chennai / Tuticorin.

Lot No	Location /Lot details	Grade A		Grade B		Grade C		Others Butt ends (Weight)	Total Weight
		No.	Weight	No	Weight	No.	Weight		
1	A.S Shipping Services, Nambal CFS	28	0.7754	183	4.9872	295	9.63019		15.39282
2	Gateway Distri praks Pvt. Ltd CFS	15	0.3618	38	1.0258	222	5.33905		6.72660
3	M1-9 Customs warehouse, Chennai Case No.22/2006	59	1.9968	144	4.5342	181	5.2924		11.82335
4	M1-9 Customs warehouse, Chennai Case No.59/2007	68	1.9485	154	4.359	720	19.5435		25.85095
5	M1-9 Customs warehouse, Chennai Case No.22/2007	11	0.216	102	2.8996	269	6.605		9.72059
6	M1-9 Customs warehouse, Chennai Case No.21/2006	9	0.1985	224	5.6655	275	5.87356		11.73749
7	M1-9 Customs warehouse, Chennai Case No.31/2006	12	0.494	134	3.8941	330	9.02656		13.41465
8	Raja Agency CFS, Tuticorin	30	0.7614	117	3.1601	539	14.2853		18.20680

9	Customs Warehouse, Tuticorin	399	12.607	63	2.086	2	0.06086		14.75396
10	Concor CFS, Tuticorin - Vivek Export	0	0	25	0.5943	364	10.0379		10.63213
11	Concor CFS, Tuticorin - Indus Exports	15	0.3619	55	1.3862	371	10.2509		11.99894
12	St. Johns ICD Tuticorin - Concor CFS - Container number: SRTU 2839008.	181	5.2106	217	5.9488	221	5.9884		17.14780
13	St. Johns ICD Tuticorin Concor CFS - Container number: SRTU 22479534.	198	5.5557	166	4.029	192	4.616	0.3031	14.50380
14	St. Johns ICD Tuticorin Concor CFS Container number: TCHU 3366991.	142	4.1808	206	5.8474	151	4.1599		14.18810
15	Concor CFS, Tuticorin Container No.CRXU44 91997, Olima	6	0.1787	30	0.7924	418	11.4387		12.40976
16	Concor CFS, Tuticorin Container No.CRXU44 91997 - Kumari	2	0.041	5	0.1496	233	6.24802		6.43870
17	Customs Warehouse, Tuticorin (Raja Agencies CFS)	39	1.6357						1.63570
	Grand Total		36.5238		51.3591		128.3961	0.3031	216.58214 *

TENDER No. MMTC/GT/RS /Chen/2015-16/01

DT. 10/06/2015

DECLARATION

(To be attested by Local Chamber of Commerce Or Indian Embassy / Consulate / High Commission in Buyer's Country or Notary public on Company's letter head)

Declaration of _____ S/o Mr. _____ aged _____ years R/o _____

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

- 1) That I _____ am working as _____ with M/s. _____ (name , designation & address of the bidder)
- 2) That bidder is submitting a bid for Lot(s) No. _____ totaling a quantity of _____ MTs in response to invitation for export of _____ MT of Red Sanders FOB, Chennai/Tuticorin Ports, India.
- 3) That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies in India or in country of registration of the co., which is still in force.
- 4) I, _____ hereby solemnly declare that I or our Company will not re-export Red Sanders imported/ purchased through MMTC's tender, into India.
- 5) That there is no deviation in the terms and conditions of the tender in our Bid document.
- 6) That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification:

Verified at (Place) _____ on _____.____.2015 that the contents of the above declaration are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT

PLACE:
DATE:

TENDER No. MMTC/GT/RS/Chen//2015-16/01

DT. 10/06/2015

NB :

1. BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs.
2. On a stamp paper of applicable amount to be executed by a Chennai Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank
3. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

PROFORMA FOR BANK GUARANTEE FOR EMD

Bank Guarantee No. _____

Date _____

REF No.

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodi Road,
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids Global Tender No. MMTC/GT/2015-16/01 dated 05-06-2015 (hereinafter referred to as Invitation to Bids) for export of Red Sanders from Chennai / Tuticoring Port, Tamilnadu, India.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to USD..... (US Dollars thousand only) in favour of MMTC, Chennai in the form of a Bank Guarantee of USD ...,000 (US Dollars thousand only) with a validity till with claim period till.....
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of USD ...,000 for each lot with a validity till 06th Jan 2016 and claim period till 06th Feb 2016 and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three working days.

- c) shall in the event of the issuance of Letter of Award by MMTC, bidder will establish a Performance Bank Guarantee within 7 working days from the date of receipt of signed contract or before nomination of the vessel, whichever is earlier, in favour of MMTC in the form indicated in the said Invitation to tender for 5% of the contractual value through a scheduled Commercial Bank (other than Gramin Banks, Nainital Bank, Dhanalakshmi Bank and Co-Operative Banks) at Chennai, Tamilnadu.
 - d) shall in the event of the offer being accepted by MMTC, bidder will establish an irrevocable, at sight, confirmed Letter of Credit in favour of MMTC (within 10 working days from the date of issuance of signed sale contract) in the form indicated in the said Invitation to tender covering full value of the quantity of Res Sanders at the price and on the terms accepted by MMTC.
 - e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
 - f) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of USD(US Dollarsonly). This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
 5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of USD (US Dollars only) without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
 6. The payment shall be made to MMTC, Chennai across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
 7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD (US Dollars).
 8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
 9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).

10. The liability of this bank shall discharge upon receipt of USD(US Dollarsonly) by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force tilland claim period tillthat the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
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 by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank :

Validity :: 30th November 2015

Claim period :: 31st December 2015

TENDER No. MMTC/GT/RS/Chen/2015-16

DT. 10/06/2015

NB :

1. Value equivalent to 5% (with positive tolerance of 5%) of the contractual value.
2. On a stamp paper of applicable amount to be executed by a Chennai Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank
3. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a Chennai Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank and Dhanlakshmi Bank)

To

M/s MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area
Lodi Road
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at _____(hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____(name) address _____, (hereinafter called the XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed

to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force untilwith claim period upto.....
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before with claim period upto.....
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.

13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2015

Yours faithfully
For and on behalf of Bank
(Address)
(Banker's Seal)

Validity :: 30th November 2015
Claim period :: 31st December 2015

TECHNO-COMMERCIAL BID

TENDER No. MMTC/GT/Rs/Chen/2015-16/01

DT. 10/06/2015

1. Name of the Bidder Company:
2. Address of the Bidder :
3. Tel No. _____ Fax No. _____ Email Id: _____
4. Company Registration No.
5. PAN No.
6. Sales Tax/VAT No./Tax Regn No.
(or any other Tax Regn. No. in the country of bidder)
7. Company's e-mail ID:
8. Contact Person with E.Mail ID and Phone Nos. _____
9. **FINANCIAL DETAILS (All figures to be mentioned in US\$ - for last three financials years)**
 Financial Years Turnover in US\$
 2014-15
 2013-14
 2012-13

10. **DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)**

Three main commodity in which the bidder deals with

Year	IMPORT			EXPORT		
	COMMODITY	QTY	VALUE (USD '000)	COMMODITY	QTY	VALUE (USD '000)
2014-15						
2013-14						
2012-13						

11. **DETAILS OF EARNEST MONEY DEPOSIT**

Copy of TT/SWIFT Advice Ref. No. OR
 BG No. & Date (To be submitted in Original)
 Name of the Issuing Bank
 Amount / US\$

12. DETAILS OF TENDER COST:

Details of payment of Tender cost

Rs.6,500/ US\$ 100 - Copy of TT/Swift advice Reference No. or Draft No. of the issuing bank to be given

13. Check list for submission of documents

S No	Documents	Reference of tender clause	Compliance
1	Proof of payment of tender cost	C	YES / NO
2	Copy of BG (EMD)	G	YES / NO
3	Signed copy of Tender documents alongwith its annexure		YES / NO
4	Authority Letter from Principal	J II d	YES / NO
5	Experience Certificate	J II e and A i)	YES / NO
6	Membership Certificate or Letter of Introduction from Chamber of Commerce	J II f and A ii)	YES / NO
7	Declaration as per ANNEXURE-II	J II g and A iii)	YES / NO
8	Certificate showing Turnover	J II h and A iv)	YES / NO
9	Copy of Tax Registration	J II i and A v)	YES / NO
10	Bank Report	J II j and A vi)	YES / NO
11	Integrity Pact	J II k	YES / NO

If an Agent is bidding on behalf of principal, then details at sl no 1 to 10 are to be submitted in respect of both (principal as well as agent).

We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the Tender Document is being enclosed herewith, towards our unconditional acceptance of Tender Terms and Conditions.

Signature & stamp of the Bidder
Name & Designation

ANNEXURE-V(B)

SEE THE XLS SHEET ATTACHED WITH THIS TENDER

ANNEXURE- VI

CONTRACT FOR EXPORT OF RED SANDERS

Contract No. MMTC/CO/GT/RS/Chen/2015-16/01

Dated

THIS CONTRACT is made at New Delhi on _____, 2015 Between:

BUYER: M/s. _____

And

SELLER: MMTC Limited(MMTC), a Govt. of India Enterprise, under the administrative control of Ministry of Commerce and Industry and a company incorporated under Companies Act, 1956 having its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "MMTC").

MMTC and the BUYER shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

• MMTC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in International and domestic trading of commodities/ products such as minerals, metals, precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;

• BUYER: M/s. _____

• Where as BUYERS agree to buy Lot No(s.) _____ totaling a quantity of _____ MT of Red Sanders from the SELLER.

•

Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Commodity – Red Sanders

2. Quantity - Graded and marked Red Sanders in logs. The location of stock is Chennai/Tuticorin, Tamilnadu, India (**To be specified as per award**)

3. Price - US\$ PMT FOB, Chennai/Tuticorin Port basis.

4. Shipment Period - Latest by 31st August, 2015 (Tentative)

5. Shipping Arrangement (CQD Basis) - The Buyer will arrange containers / nominate the vessel and intimate MMTC about firm arrangement with the shipping line/ containers for lifting and stuffing of goods at designated location within **20 days** of receipt of signed contract from MMTC.

6. EARNEST MONEY DEPOSIT (EMD) - The bidder has submitted EMD in the form of Bank Guarantee No..... datedfor US Dollars..... Issued by.....(Name & Address of the bank) in favor of “MMTC Limited, 6 Chennai House , Esplanade Road, Chennai 600108” encashable at the counter of any bank in Chennai.

MMTC may invoke the BG (EMD) in the event of :

- i) Buyer’s failure to remit 20% advance payment
- ii) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of draft contract
- iii) Non-submission of PBG by the Buyer within seven working days of receipt of Letter of Award
- iv) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract
- v) Any other default in the performance of contract.

7. Performance Bank Guarantee - The successful bidder will be required to submit the Performance Bank Guarantee (PBG) established in favour of MMTC, Chennai encashable at the counter of any Bank in Chennai, for 5% value of the awarded quantity, valid for at least 90 days (with further claim period of one month) within Seven(7) working days from the date of receipt of signed contract from Seller.

Performance Guarantee shall be established through any scheduled commercial bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Bank and Cooperative Banks

MMTC may invoke the BG (Performance Bank Guarantee)in the event of :

- i) Buyer’s failure to remit 20% advance payment;
- ii) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract;
- iii) Non lifting of cargo within stipulated time;
- iv) Any other default in the performance of contract.

8. Terms of Payment –

I. Letter of Credit –

- A. The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit payable at sight to cover 100% (Less 20% Advance Payment) value of the cargo with tolerance for quantity and value as per contract. Letter of credit shall be in favour of the sellers/beneficiaries (MMTC Limited, 6, Chennai House, Esplanade Road, Chennai -600 108, Tamilnadu, India) and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be

established within 10 working days from the date of signing of contract by both MMTC and the overseas buyer. The LC shall be advised through State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai – 600 008. Ph:044-28576176. Fax:044-28576143.

- B. SWIFT Code : SBININBB174 The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment (Less 20% Advance Payment) value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC & PBG and date of NOR) prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.
- C. List of the Banks from where LCS will be acceptable to MMTC:
- a. LCs from foreign branches of Indian Nationalized Banks (except Nainital Bank, Dhanlakhmi Bank, Gramin Banks, Co-operative Banks);
 - b. MMTC would be accepting overseas LCs from any branch of following banks:
 - ix. Australia and New Zealand Banking Group Ltd
 - x. DBS Bank Limited
 - xi. Royal Bank of Scotland
 - xii. Bank of Tokyo
 - xiii. Standard Chartered Bank
 - xiv. HSBC
 - xv. BN Paribas
 - xvi. Nova Scotia
 - c. In addition to above, top 50 banks ranked by Bankersalmanac.com (link <http://www.accuity.com/useful-links/bank-rankings/>) are also acceptable to MMTC.
- D. L/C confirmation charges will be to the account of Buyer if L/C is opened through any bank other than those acceptable to MMTC as listed above.

- II. Telegraphic Transfer - If Buyer wish to make Telegraphic Transfer towards final residual value (100 of the shipment value less 20% advance payment), in lieu of payment by L/C, then Buyer may remit the funds equivalent to value of contract in MMTC's Account as detailed below before stuffing of the goods. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Differential value, if any, shall be adjusted after shipment.

Name & Address of the Bank : State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai – 600 008. Ph:044-28576176. Fax:044-28576143.

Beneficiary name : MMTC LIMITED
Account No. 00000030440638845
IFSC Code : SBIN0009999
SWIFT Code : SBININBB174
AD Code :. 00-09999-9000-009

III. Advance Payment & NBA Charges

In addition to PBG of 5%, successful Bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in MMTC's Account Number given at Clause 'C' within 7 working days of receipt of signed contract from MMTC which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/ guidelines the 5% of the FOB value will have to be paid to National Bio-diversity Authority out of aforesaid 20% advance payment collected from successful Bidders to avoid cash outflow situations.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee (5% PBG plus 20% advance payment).

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee.

IV. Final Payment

Seller shall draw the final balance value (i.e. 100% value less advance payment received) against presentation of the SELLER drafts drawn at sight accompanied with following documents.

- Full set of Clean Ocean or Charter party Bill(s) of Lading.
- Signed Commercial Invoice(s).
- Certificate of Origin.
- Certificate of Quality/ Quantity & Stuffing

All bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER.

9. Inspection - No third party inspection for quality/ quantity will be allowed as the goods are being sold on “As is Where is Basis” and the quality declared by Grading Agency in India will be deemed as final.

The buyer will be allowed to appoint a third party or send his own representative at their cost to supervise stuffing of Red Sanders in the containers who will sign the quality/ quantity/ stuffing certificate upon stuffing of goods The actual quantity loaded (total not the break up) will be mentioned on the certificate which will form the basis for negotiation under L/C. Weight Certificate issued by M/s..... will be final for all purposes, even if it is not signed by buyer’s representative.

10. Surveyor - A surveyor shall be appointed by MMTC to monitor and supervise stuffing of cargo into containers and loading of goods on vessel nominated by successful bidder (s).

11. Insurance - The goods will be sold on FOB basis at Chennai/Tuticorin port, hence, insurance from Load port to discharge port will be to the account of the bidder

12. Representations & Warrantie - BUYER makes the following unqualified Warranties and Representations to MMTC that:

- I. BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer’s country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT;
- II. This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms. The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.
- III. Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect MMTC/ SELLER will not be bear the loss.

13. Force Majeure

- I. 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 Seller’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. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- III. If the operation of such conditions continues to exceed three (3) months, 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.

14. 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 Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi the appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall Govern this Contract.

15. Confidentiality - This CONTRACT, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other Party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other Party.

All such information shall be used by the other Party only for the purpose of performance of this CONTRACT.

The restriction here in above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this CONTRACT.

This provision, as far as practicable, shall apply to all the concerned officials of either Party. This clause shall survive upon termination of this CONTRACT

16. General Terms - This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.

All terms & conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.

It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

17. Termination - If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD and Performance Guarantee. MMTC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.

18. Indemnity - The Bidder shall keep MMTC indemnified at all times against any claims/liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

19. Jurisdiction - The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

20. Disclaimer - MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

FOR & ON BEHALF OF **MMTC Limited**

FOR & ON BEHALF OF BUYER

Place: New Delhi

Date:2015.

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND

..... HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E- AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.
- B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/ SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES

WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL 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 FORM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.
- 3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER

THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

SECTION 5 – PREVIOUS TRANSGRESSION

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.
2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/ VENDOR(S)/ BIDDER(S)

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/

PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S) /BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/ VENDOR(S)/ BIDDER(S) WITH CONFIDENTIALITY.

4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.
8. THE WORD “**IEM**” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.

2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.
4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

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

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(FOR & ON BEHALF OF
(OFFICE SEAL)

PLACE :
DATE :

WITNESS 1 :
NAME :
ADDRESS :

WITNESS 2 :
NAME :
ADDRESS :