



**MMTC LIMITED :: REGIONAL OFFICE
CHENNAI HOUSE, 6, ESPLANADE, CHENNAI – 600 108.**

(Registered Office at Core-1, "Scope Complex", 7 Institutional Area, Lodhi Road, New Delhi – 110 003)

**INVITES EXPRESSION OF INTEREST FOR CONTINUOUS EMPANELMENT OF
MANUFACTURERS / TRADERS / SUPPLIERS OF AGRO COMMODITIES AS BACK-UP SUPPLIER
OF MMTC FOR PARTICIPATION IN TENDERS OF CIVIL SUPPLIES/GOVT BODIES/PSUs/ANY
OTHER BUYERS OF MMTC (DOMESTIC)**

EOI NO. MMTC/AGRO/CHN/EOI/2020-21/01 Dated: 20.05.2020

This invitation shall be kept opened for one year i.e. till 19.05.2021

MMTC Limited, Chennai House, 6, Esplanade, Chennai-600108 (hereinafter called "MMTC") invites Expression of Interest (hereinafter called "EOI") for continuous empanelment of manufacturers / traders / suppliers of Agro Commodities as back-up supplier of MMTC for participation in tenders (domestic) (hereinafter called "SUPPLIERS") of Agro Commodities for supply to Govt. bodies / PSUs/Civil Supplies or any other buyers of MMTC (hereinafter called "END USERS").

Please note that off-line applications received till 15th of every month shall be considered for evaluation. After completion of all formalities, eligible applicants would be empanelled with MMTC for a period of (02) TWO YEARS from the date of empanelment.

The objective of this EOI is to have a readily available panel of suppliers for AGRO COMMODITIES as specified below, who are willing to work with MMTC as Associate supplier(s) as per the terms and conditions of MMTC and also as per the terms & conditions laid down by the Tendering Authority for domestic transactions.

MMTC hereby invites Expression of Interest (EOI) for selection of Suppliers of Agro Commodities for supplying the same to / on behalf of MMTC to end users.

I. COMMODITIES: Agro Commodities viz. Pulses, Edible Oil, Sugar, Rice, Wheat, Maize, Soyabean meal etc.

II. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS:

The interested parties who wish to be empanelled as prospective suppliers have to submit their applications as per **Annexure-I** along with the following documents / details in order to be qualified for the empanelment process:

1.	The brief details of the company/Firm. Copy of Memorandum and Articles of Association of company and Certificate of Incorporation in case of Company and partnership deed in case of Firm may be furnished.
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2.	The supplier should possess all statutory licences from GST, PAN, FSSAI, Inspector of Factories, Pollution Control Board, Fire and Rescue services and local body with due validity. Photostat copy of license and relevant documents should be furnished. If the license and documents are of language other than English, translation in English should be submitted duly attested by Notary Public.
3.	The supplier should have supplied Agro Commodities to Government Departments/Government organizations and should have at least three years of experience from the date of commencement of such supplies.
4.	The supplier should have quality certification regarding various aspects such as Grading & Marking & Machinery/Crushing/ infrastructure, capacity, labour compliances, specification obtained either under Agricultural Produce (Grading and Marking) Act or Rules or Bureau of Indian Standards Act and Factory Act & Food safety Rules/Act/FSSAI and Agmark Standards to prove that the supplier has the required processing facilities and that the products are handled in hygienic condition. The supplier must have updated technologies at the processing places to ensure proper processing.
5	The supplier should have supplied not less than 90,00,000 pouches of Edible Oil/15,000 MTs of Agro Commodities in single contract and three such contracts should have been executed in any of the last 5 financial years i.e.,2014-15, 2015-16, 2016-17, 2017-18 and 2018-19 to end users. Completion report obtained from competent authority should be furnished.
6	<p>The supplier should have reported an average annual turnover of atleast Rs.106 crores in the three financial years either for the year 2015-16, 2016-17 and 2017-18 (or) 2016-17, 2017-18 and 2018-19. The bidder must produce completed Audited Financial Statement as on 31.03.2018 or 31.03.2019. This average annual turnover criterion of Rs.106 Crores will vary depending upon the pre-qualification criteria stipulated in the respective tenders floated by end users.</p> <p>In case of Sugar, the supplier should have delivered sugar / food commodities to atleast 100 delivery points in any three of the last five financial years i.e.,2014-15, 2015-16, 2016-17, 2017-18 and 2018-19 in single contracts. Documentary evidence to that effect should be produced.</p>
7	The supplier should furnish audited Balance sheet, Profit and Loss account and the Income-tax return submitted for the last 3 financial years duly certified by the Auditor either for the year 2015-16, 2017-18 and 2017-18 (or) 2016-17, 2017-18 and 2018-19. The bidder should produce a certificate obtained from the Auditor indicating the Current Ratio based on the last three financial years either for the year 2015-16, 2016-17 and 2017-18 or 2016-17, 2017-18 and 2018-19 audited accounts.
8	The supplier should have a sound working capital to carry out the supply order without interruptions and financial obstacles. They must produce the evidence to show that they have a required working capital to carry out activities viz. procuring, processing, transporting and supplying of Agro Commodities. Current Ratio to be indicated clearly.
9	The supplier should be able to supply the desired quantity as per tendered quantity floated by the end users.

10	<p>The supplier shall submit an undertaking (as per Annexure-II of this Empanelment Notice) to the effect that it has not been blacklisted, debarred or banned by any Government or State Agency as on date. Undertaking shall be duly stamped and notarized.</p> <p>The supplier should not supply the Agro Commodities that are produced/ processed/packed in the premises/packing/crushing units of any of the firms which have already been black listed by the end users. The suppliers are not permitted to use the address of the manufacturing /packing /crushing units/premises of the black listed firms in the packing materials in any manner. If any such instances are found later, the empanelment so awarded will be cancelled or terminated at any point of time.</p>
11	<p>The supplier should have a grading/packing/production capacity/facility as per the requirement of end user's tender terms & conditions for supply of Agro Commodities as per specifications mentioned in the end user's tender on their own and having appropriate statutory licenses issued by the Competent Authority (Agmark etc.,). The details of grading facilities must be indicated clearly.</p> <p>In case, the supplier does not have their own facility or requires additional grading/packing/production capacity/facility, he is obliged to recommend the appropriate miller/packer/processor etc with whom MMTC can enter into a lease agreement as per the terms finalized by the supplier. The expenses/lease charges have to be borne by the supplier and the supplier agrees to make payment of this lease expenses/charges/any other charges towards processing directly to the miller/packer/processor.</p>
12	<p>The supplier should have the required infrastructure of its own in terms of sufficient machineries/ equipments, storage place/ handling place, proper access/ connectivity, competent manpower delivery systems, technical and processing capabilities for procuring, processing / grading and supplying various Agro Commodities as per the specifications mentioned in tender document of the end users which will be verified by the MMTC's Tender Inviting Authority. The supplier should not recommend any firms which have been black listed by MMTC/ Government Departments / Organizations/ other State/Central Government undertakings. Any wrong claims/statement and false information will attract criminal action.</p>
13	Credit Worthiness Certificate issued by their bank
14	<p>The supplier shall also submit a satisfactory Credit Rating report issued by Dun & Bradstreet/CRISIL and such report shall not be more than six month old as on the date of submission. In case the supplier is not having such Credit Rating report from any one of the above agencies, the supplier may request MMTC to obtain the same, charges for which will be to the account of the Supplier.</p>
15	Identity proof bearing photographs and Signature of partners / Directors/Proprietor duly attested by their bank.
16	Authority letter duly signed by partners / Directors/Proprietor, authorizing the person to sign the documents on their behalf.
17	Full EOI application duly signed and stamped on each page by supplier or by authorized representative to be submitted.

18	<p>The applicant has to submit a Demand Draft/Pay Order/RTGS/NEFT/Online Transfer for Rs. 50,000/- (Rupees Fifty thousand only) (Non refundable) plus applicable GST in favour of MMTC LIMITED payable at Chennai towards cost associated with processing of EOI. The Bank details of MMTC are furnished below:</p> <p style="text-align: center;">State Bank of India, CAG Branch, IFSC Code SBIN009999, A/c No.31188667865</p>
19	The above terms and conditions have to be complied by the supplier in totality. Incomplete applications will be summarily rejected.

III. SCOPE OF WORK:

1	The selected suppliers will form part of MMTC's panel which will act as backup suppliers for MMTC. MMTC expects to regularly execute contracts of supply with its panel of suppliers. The empanelled suppliers will be required to strictly adhere to contractual product specifications, delivery parameters etc.
2	The supplier shall be responsible for supplying and delivering agreed quantity of Agro Commodities of required quality (Indigenous / Imported variety) as per packing specification mentioned in the end user's tender document at the designated godowns/processing premises of buyers of MMTC directly as per the delivery schedule given by MMTC.
3	The empanelled suppliers have to accept all the terms and conditions of the supplies to be made to the end users, on back to back basis in the manner required without any financial involvement on the part of MMTC.
4	The selected supplier(s) shall ensure compliance of all the State/Central Government / statutory requirements / regulations / conventions / policies /guidelines / orders etc. in force related to any or all of the above activities.
5	In case the value of the contract exceeds Rs.20 crores, the successful supplier(s) will also be required to sign Integrity Pact. It will be assumed that successful suppliers have gone through the Integrity Pact and have no objection whatsoever in signing the contract.

IV. OTHER TERMS AND CONDITIONS:

1	MMTC's trade margin will be 1% of the transaction value of the supply. However decision of MMTC regarding trade margin will be final.
2	MMTC will circulate the inquiry to the empanelled suppliers for quoting their competitive price and quantity offered on back to back supply thereby for supporting MMTC for their participation in the prospective tenders.
3	The empanelled Suppliers have to deposit the interest free EMD/ Security deposit/ non-refundable Transaction fee amount as per the requirement of the tenders of the end users along with the price quotation. The supplier shall also bear all the expenses/ bank charges, if any, incurred by MMTC in this regard.

4	Price Bids/quantity offered received from the empanelled suppliers without EMD/Security deposit would be rejected out rightly.
5	EMD/Security deposit of unsuccessful empanelled suppliers will be returned within three working days after receipt of the same from the end users.
6	The successful empanelled supplier will also have to submit Bank Guarantee issued by any Nationalized / Scheduled Bank equivalent to 20% of the awarded contract value as additional security to MMTC for performance of the contract to meet any consequential losses for any nonperformance. MMTC will return the Bank Guarantee only after successful completion of the awarded contract in all respects.
7	MMTC shall release payment to the supplier upto the extent received from the buyer of MMTC within two working days upon receipt and after deduction of MMTCs trade margin and other deductions (if any).
8	The suppliers can also be asked to furnish additional information/confirmation in connection with verification of documents/information submitted.

V. GENERAL TERMS AND CONDITIONS:

1	MMTC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever.
2	Final selection of suppliers for supply of Agro Commodities from the EOIs received will be done at the discretion of MMTC and the decision of the MMTC will be final and binding on all participating parties.
3	Suppliers empanelled by MMTC do not entail any commitment from MMTC for contracts during the validity of empanelment.
4	MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective suppliers.
5	The terms mentioned in this EOI are only illustrative and not exhaustive. The empanelled suppliers will be required to enter into a separate contract as devised by MMTC to fully protect MMTCs interest and also the interest of prospective end users.
6	MMTC is not liable to pay any costs or to compensate the supplier towards any expenses incurred by the Supplier with respect to this EOI.
7	Validity of empanelment under this EOI shall be for duration of two years from the date of acceptance by MMTC, which may be renewed on the basis of performance of the party, at the sole discretion of MMTC. Validity of EOI can also be terminated by MMTC at any point of time at its sole discretion.
8	Ownership of EOI documents and information therein upon its submission (all EOI documents) shall be the property of MMTC. Where the prospective supplier wants the information provided to be kept confidential as such disclosure would unreasonably affect

	suppliers business affairs, notice is to be given at the time of delivery of information or documents by making such information “confidential”. In so far as possible, MMTC will give effect to the prospective suppliers stated wishes and access to such information will be determined under provisions of RTI Act 2005.
9	Empanelment is only database. For each transaction due procedure according to the business drill to be adopted. The ultimate contract entered with the empanelled suppliers will be legally bound and applicable against respective parties.
10	Applications incomplete in any form or misstating the facts will have to be resubmitted in line with this EOI , If needed to be considered. Otherwise will be rejected.
11	If at a later date, it is found that any Empanelled Supplier has given incorrect and misleading information/document(s), MMTC LIMITED shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
12	Empanelled Supplier irrevocably under take to indemnify MMTC and keep MMTC fully indemnified and harmless against all losses and damages or such liabilities for non supply of goods. Empanelled Supplier shall make good the loss to MMTC on demand. MMTC shall be fully entitled to deduct such amounts from payment to Empanelled Supplier.
13	The Empanelled Supplier(s) shall ensure compliance of all the Government regulations/conventions/policies/guidelines/orders etc in force related to any or all the above activities.

VI. SUBMISSION OF EXPRESSION OF INTEREST:

1	The EOI document can be downloaded from our Website www.mmtclimited.com or the Central Government E-Procurement Portal www.eprocure.gov.in . The same can also be obtained from Shri. P. Chelladurai, Deputy General Manager (Agro), (+91 9444025901) and Shri. J. Karl Marx, Senior Manager (Agro), (+91 8712278365) MMTC Limited, Chennai House, 6 Esplanade, Chennai – 600 108.
2	This invitation shall be kept opened for one year i.e. till 19.05.2021. The EOI has to be submitted in the box kept at 2nd Floor, MMTC Limited, Chennai House, 6 Esplanade, Chennai – 600 108. Please note that the off-line applications received till 15th of every month shall be considered for evaluation. After completion of all formalities, eligible applicants would be empanelled with MMTC for a period of (02) TWO YEARS from the date of empanelment.
3	Any EOI received after the closing date and time will not be entertained.
4	EOI applications received by fax /e-mail / internet will not be accepted.

VII. SHORTLISTING OF SUPPLIERS/MILLERS:

1	The EOI applications received till 15th of every month shall be considered for evaluation and opened on the same day or on the next working day if the opening day falls on a Holiday.
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2	Applicants who qualify as empanelled suppliers of MMTC would be suitably informed after the evaluation process of empanelment is complete.
3	Any further Corrigendum/Addendum to the EOI shall be updated on MMTC's website only and no separate advertisement shall be published for the same.
4	MMTC reserves the right to add / delete in this list of Empanelled Associates at its sole discretion.

VIII. DISCLAIMER:

Issue of this document does not in any way commit or otherwise oblige MMTC to proceed with all or any part of the EOI processed. The EOI request is not the subject of any processed contract or any contractual obligation between MMTC and the prospective supplier. MMTC may at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective supplier.

IX. FRAUD PREVENTION :

1	<p>Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s):</p> <p>The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at http://mmtclimited.com during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.</p> <p>(a) The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.</p> <p>(b) The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>(c) The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.</p> <p>(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.</p>
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	(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
2	<p>Disqualification from tender process and exclusion from future contracts:</p> <p>If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.</p>
3	<p>Damages:</p> <p>If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.</p>

X. HOLIDAY LISTING :

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the Buyer while discharging its obligations under the agreement or otherwise, comes within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend / discontinue dealings or take any curative measures with the Buyer in accordance with the policy in force.

XI. ARBITRATION:

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at Chennai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Chennai.

ANNEXURE-I

**FORMAT TO BE FILLED BY MANUFACTURERS / TRADERS / SUPPLIERS/MILLERS OF
AGRO COMMODITIES**

PARTICULARS/CHECK-LIST

EOI NO. MMTC/AGRO/CHN/EOI/2020-21/01 Dated: 20.05.2020

1.	Name and address of the Company / Firm	
2.	Name of Authorised Person	
3.	Telephone No. Fax No. Email ID	
4.	PAN No	
5.	GST No	

Supporting documents	Attached	Not Attached	Page No.
1. Brief details of the Company/Firm - Clause II (1)			
2. Whether documentary evidence in proof of Statutory Licenses as per clause II (2) is enclosed?			
3. Whether documentary evidence in proof of experience as per clause II (3) is enclosed?			
4. Whether copy of certificates in proof of clause II (4) are enclosed?			
5. Whether documentary evidence in proof of clause II (5) is enclosed?			
6. Whether documentary evidence in proof of clause II (6) is enclosed?			
7. Whether documentary evidence in proof of clause II (7) is enclosed?			
8. Whether audited certificate in proof of clause II (8) is enclosed?			
9. Whether Self Certificate agreeing to supply the desired quantity is enclosed?-Clause II (9)			
10. Whether Self Certificate as in Annexure-II in proof of clause II (10) is enclosed?			
11. . Whether copy of certificates in proof of clause II (11) are enclosed?			
12. Whether documentary evidence and undertaking in proof of clause II (12) is enclosed?			
13. Whether Certificate issued by Bank in proof of clause II (13) is enclosed ?			
14. Whether Report in proof of clause II(14) is enclosed?			
15. Identity proof bearing photographs and signatures of Partners/ Directors/ Proprietor duly attested by bank in proof of Clause II (15) is enclosed ?			

16. Authority Letter in proof of Clause II (16) is enclosed?			
17. Full set of EOI application duly signed and stamped at each page as per Clause II (17) is enclosed?			
18. Proof /Details of EOI processing fee of Rs.50,000/- plus applicable GST as per Clause II (18) is enclosed?			

ANNEXURE – II

EOI NO. MMTC/AGRO/CHN/EOI/2020-21/01 Dated: 20.05.2020

A F F I D A V I T

I/We_____ do hereby confirm that our Firm/Company /Partnership or any other Firm in which the applicant is a Partner / proprietor has not been blacklisted/banned by the MMTC or by any Other Government Department/Government Undertakings.

Verified at-----on-----.

Date:

Signature of the Supplier

(Name of the Persons/Stamp)

(On Non judicial stamp paper of Rs.100/- and duly notarized)

Dt. _____

INTEGRITY PACT

Between

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

And

M/s. _____ hereinafter referred to as “**The Vendor**”

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 Vendor. 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 Vendor the same information and will not provide to any Vendor any confidential/additional information through which the Vendor 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 Vendor

1. The Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Vendor 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 Vendor 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 Vendor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Vendor 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 Vendor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor can prove that the exclusion of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor

1. MMTC will enter into agreements with identical conditions as this one with all Vendor without any exception.
2. MMTC will disqualify from the tender process all vendors who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Vendor

If MMTC obtains knowledge of conduct of Vendor of an employee or a representative or an associate of Vendor, 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 Vendor 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 Vendor 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.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
(For & on behalf of **MMTC**)

.....
For & on behalf of (_____)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :