



**A Govt. of India Enterprise**  
*Touching Lives, adding value*

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**NIT NO. MMTC/BBSR/CHA/PIG IRON, BILLETS , STEEL  
PRODUCTS etc. /19-20/02 dated 30.08.2019**

MMTC invites two bid open tenders from Agents for customs clearance works for export of Pig Iron at PPT/PICTPL plot at Paradip Port . The last date of submission of tender is at [15:00 hours IST on 19th September 2019](#).

The complete details of the e-tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and Govt. website at <http://eprocure.gov.in>

**Ch.MANAGER (MIN.)**

**APPOINTMENT OF CUSTOMS HOUSE AGENT AT PPT/PARADIP  
INTERNATIONAL CARGO TERMINAL PVT. LTD. (PICTPL). FOR PIG  
IRON/ MS BILLETS EXPORTS**

MMTC Limited, A Government of India Enterprises, Regional Office at Bhubaneswar, Alok Bharati Complex, 7<sup>th</sup> Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India ( here in after called the Principal/Owner) invites sealed open Tender in two bid system for customs clearance, excise clearance etc works for export of Pig Iron on the terms and conditions as per the Annexure I :

The bidder(s) are required to submit their sealed tender on **19<sup>th</sup> September 2019 by 15:00 Hrs** at **MMTC Limited, Alok Bharati Complex, 7<sup>th</sup> Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India.**

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 19<sup>th</sup> September 2019 at 16:00 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

**1. Eligibility Criteria**

- i. Has establishment at Paradip, Odisha to carry out the said operation.
- ii. Has undertaken similar work (CHA work on export of bulk/ break bulk /Steel Products /Pig Iron/ Billets etc.) for large/ medium organizations in last 3 years, at Paradip Port/ major port in India.
- iii. Experience in CHA activities of Steel or Steel Products for exports.
- iv. Agents/Contractors shall have satisfactory/dispute-free performance during last 3(three) years (2015 onwards) with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor which caused damage / risks to MMTC in the past, such bid shall not be entertained.
- v. Should have valid CHA License in the names of bidder from Customs, Paradip/ its jurisdiction.
- vi. Should have GST Registration in the state Odisha.

**2. EMD/PBG:**

Bidder should deposit EMD of Rs 10,000/- in shape of DD from a Nationalized bank in favor of MMTC Limited payable at Bhubaneswar or transfer online to MMTC Account No. 10229909115, State bank of India, Commercial Branch, Bhubaneswar, IFS Code SBIN0006657. In case of online transfer, the copy of account statement showing transfer be enclosed with technical bid in place of DD. Unless the amount is credited before the opening of Technical bid to said MMTC A/C, the bid is not eligible. **The interest free EMD amount will be refunded to unsuccessful bidders.** The amount will be retained as part of performance Guarantee of L-1 bidder since the successful bidder shall deposit Rs.20,000/- only as Security Deposit & EMD of Rs. 10,000/- shall be adjusted and balance 10,000/- shall

be deposited with MMTC Limited within three(03) days from the date of LOI for award of Work Order. The Security Deposit shall be refunded after successful completion of awarded work without any interest.

### 3. Scope of work

Please see Annexure -I

### 4. Mode of Submission:

The bids(s) is / are to be submitted in following manner:

a. **Technical Bid: As per annexure II (To be filled up and docs attached)**

b. **Price Bid: In Price Bid format as Annexure- III**

First Envelop super scribing “**Techno Commercial Bid: “Part –II”,  
NIT NO. MMTC/BBSR/CHA/PIG IRON, MS BILLETS,  
STEEL PRODUCTS etc/19-20/02 dated 30.08.2019  
FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON/ BILLETS EXPORT.”**”

Second Envelop super scribing “**Price Bid: Part –III”  
NIT NO. MMTC/BBSR/CHA/PIG IRON,MS BILLETS,  
STEEL PRODUCTS etc /19-20/02 dated 30.08.2019  
FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON/ BILLETS EXPORT.”**”

Both the above envelopes containing Techno Commercial Bid and Price Bid in  
**Part –II & Part-III, shall be put in another envelop super scribing  
“ Tender NIT NO. MMTC/BBSR/CHA/PIG IRON,  
BILLETS,STEEL PRODUCTS etc. /19-20/02 dated 30.08.2019  
FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON /BILLETS EXPORT.”**”

### 5. Due dates:

- a) The last date & time for submission of two bid tender along with above documents is **15:00 Hrs on 19<sup>th</sup> September 2019**
- b) Opening of the Technical bids at **16:00 on 19<sup>th</sup> September 2019**
- c) Opening of Price bid after the evaluation of Technical bid

### 6. AWARD OF CONTRACT:

The Principal/ Owner shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions.

### 7. Tenure of the Contract:

The contract will be **valid for one year** from the date of contract / Work order

**8. TERMS OF PAYMENT:** Within 21 days of handing over original shipping documents (B/Ls, stamped, Customs endorsed, Shipping Bill, GST Invoices etc.) to MMTC and original bills.

## **9. TAXES**

The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. GST as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the Principal/Owner shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

## **10. EXTENSION OF CONTRACT.**

This contract is **valid for one year** from the date of contract /work order. The Principal/Owner on its sole discretion may extend the period of contract for another one year on the same terms and conditions as embodied in the contract.

## **11. GENERAL TERMS AND CONDITIONS:**

- a) The rates quoted by the bidder (s) / contractor(s) in the tender will remain valid for 60 (sixty) days from the date of opening the Price Bid to award the contract/work order to L/1 bidder. There should not be any indication/mention of prices in the technical bid (part-I&II) and if the same is found in part –I & II, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-III) only which shall be submitted separately according to the Clause No: 4 .**
- b) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- c) MMTC may at its discretion empanel one or more bidders /contractors against this tender subject to matching L /1 price with 70:30 ratio, if need be.
- d) The bidder/contractor shall not keep lien on the material at any point of time.
- e) MMTC shall not guarantee any volume of PIG IRON ,BILLETS or Steel Products exports.

## **12. TERMINATION.**

If the Contractor commits breach of any provisions of the Agreement, the Principal / Owner shall notify the Bidder/ Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the agreement/ contract by giving notice within 15 days.

**13. FORCE MAJEURE.** If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, epidemics, strikes or any other labour trouble, embargoes, blockages, mobilization, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver /extension of time in respect of the remaining deliveries.

If operation of such circumstances **exceed one month**, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”.

The party which is unable to fulfill its obligations under the present contract must **within 15 days** of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

**14. ARBITRATION.** Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be settled by Arbitration by the sole Arbitrator to be appointed by General Manager, Regional Head of MMTC Ltd. ,Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 with amendments shall be applicable to such arbitration proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The venue of arbitration shall be Bhubaneswar.

**15. FRAUD PREVENTION**

Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): 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.gov.in> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- 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.
- 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.

- 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 documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - 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.
  - 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. Disqualification from tender process and exclusion from future contracts: 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.
  3. Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause-15(2), 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.

## **16. HOLIDAY LISTING:**

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

**Ch.Manager(Min)**

**ANNEXURE- I**

**SCOPE OF WORK**

**CHA ACTIVITIES:**

- 1) The Contractor shall file appropriate and necessary documents with customs authorities and obtain customs clearance for export of material (clearance of GST invoice of supplier, Shipping Bill generation, Duty Draw Back , MEIS, etc.) Documents duly signed by the Principal/Owner would be handed over to contractor in this connection. The Contractor shall file the necessary applications with customs authorities and obtain necessary clearances in on line system of Customs (EDI) Authority at Paradip / appropriate Govt. Authorities.
- 2) It is the responsibility of the contractor for execution and follow up of all necessary endorsement/proof of Exports admitted within the statutory period of Excise/Customs Authorities for short shipment, Duty Draw Back, MEIS and other purposes, for smooth completion of export of the cargo.
- 3) The Contractor shall keep close liaison with the Vessel Companies/Agents and obtain particulars regarding the arrival, berthing and sailing of nominated vessels, report to the Principal/ Owner co-coordinating with the Vessel and its agent and PICTPL.
- 4) To the extent needed, the Principal / Owner will arrange for payment of all customs, port charges etc of the cargo.
- 5) The Contractor shall lodge, within time limits prescribed, all formal notices of claims with customs, Port Trust/ PICTPL, Steamer Agent and other concerned authorities in all cases of excess payments, refunds, damages, loss of cargo, etc., as the case may be. The Contractor shall take regular follow up action thereafter till the claims are finally settled.
- 6) The Contractor shall obtain endorsement of EXPORTS by the customs on DEPB & MEIS (EXPORT), incorporation of GST Invoice of supplier on Shipping Bill, within two days from the date of shipment. The contractor shall obtain amendments of Shipping Bills, if required within 2(two) working days, wherever necessary.
- 7) In case of return of pig iron / billets or any steel products unfit for export, the Contractor shall obtain necessary permission from Customs and PICTPL and get endorsed the GST invoice of supplier from Customs.

**(TECHNICAL BID )**

**We agree to above terms.**

This Agreement is signed by representative's empowered with due and appropriate authorization.  
This Agreement is signed at Bhubaneswar / Paradip. Court at Bhubaneswar / Cuttack shall have jurisdiction in the matter.

Place \_\_\_\_\_

Date \_\_\_\_\_

**Contractor**

Signature \_\_\_\_\_

Name

Designation \_\_\_\_\_

Company Seal/Stamp

**OTHER DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID**

1. Technical Bid is to be submitted duly enclosed with the following documents:

1. Terms & Conditions at Annexure –I &II to be duly signed & stamped in each page.
2. Mandatory Information Form at Annexure –IV to be duly signed.
3. Self Certified Copy of Custom House Agent License issued by Authority of jurisdiction of Paradip Customs to be submitted.
4. Self Certified Copy of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in CHA activities during last three years at Paradip / major ports in India.
5. Self Certified copies of PAN No., GSTIN (Under Odisha state), EPF / ESI No etc.
6. Price Bid Annexure-III ( duly signed) to be submitted in separate sealed envelope.
7. Integrity Pact (Annexure-V) shall be duly signed and sealed by the bidders.
8. A complete set of tender papers being signed and sealed all pages shall be submitted as the token of acceptance of the tender.
9. An authorization letter from the bidder shall be submitted authorizing to a person who will participate in the tender evaluation process.



PRICE BID

**APPOINTMENT OF CUSTOMS HOUSE AGENT AT PPT/PICTPL, FOR  
PIG IRON/BILLETS / STEEL PRODUCTS**

SI No	Description of Activities	All Inclusive Rate in INR per Vessel basis
1	<b>CHA OPERATION AT PPT/PICTPL ( Paradip International Cargo terminal Pvt. Ltd, Paradip Port)</b>	

GST/Taxes is applicable extra from time to time.

NB. The rates quoted by the bidders in the price bid will remain **valid for sixty days** from the tender's price bid opening date for acceptance by MMTC Limited.

Place : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal/Stamp \_\_\_\_\_

**ANNEXURE -IV**

**Mandatory Information of Bidder** \_\_\_\_\_

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

## ANNEXURE-V

### INTEGRITY PACT

Between  
MMTC Limited hereinafter, referred to as “MMTC”  
And  
M/s. .... 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 :**

- a) MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
- b) 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.
- c) 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.
- d) MMTC will exclude from the process all known prejudiced persons.
- e) 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 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) :**

- a) The tender/auction/e-auction/e-sale/sale/purchase 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.
- b) 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 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.
- c) 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.
- d) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of completion 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.
- e) 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.
- f) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting has 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.

- g) 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 :**

- a) 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.
- b) 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.
- c) If the Buyer(s)/Vender(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- d) 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)/Vender(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 the 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 the 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 representative 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 obtain 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 his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, substantiate 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 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)  
(Official Seal)

.....  
(For & on behalf of  
Buyer/Vendor/bidder)  
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address: