

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/01/2015-16 Date - 01/06/2015

Last Date of submission of Bids : 22/06/2015 at 13:30 Hours

OPEN TENDER NOTICE FOR PURCHASE OF QUARTZITE (10-50MM)

(MINE OWNERS ONLY)

PART-I

MMTC Limited, A Government of India Enterprise, having its Sub-Regional Office at Kalinga Road, Barbil - 758 035, P.O. Barbil, Dist. Keonjhar (Odisha) invites open tender on behalf of Neelachal Ispat Nigam Ltd in two bid system from Mine Owners for supply of Quartzite (97% Sio₂) at Kalinga Nagar Industrial Complex, Duburi - 755 026, Jajpur, Odisha as per following specifications, terms & conditions:-

The bidders are required to submit their sealed tenders on or before 22/06/2015 by 13:30 Hrs in the Tender Drop Box kept in Mineral Section, MMTC Limited, Barbil . The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. One envelope for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part - I) duly signed by the bidder with official seal on each page and Second envelope for Price Bid containing only quoted price per MT on F.O.R NINL plant delivery basis in INR, duly signed by the bidder with official seal, in the prescribed price bid (Part - II of this tender). The entire information including technical bid and price bid should be type written/downloaded from website without any change. Any deviation/changes etc, from above procedure in submission of bids, will lead to rejection of the bids straightway apart from actions as deem fit. The technical bid will be opened 22/06/2015 at 15.30 Hours and price bid of technically qualified bidders will be opened subsequently. The bidders may depute their authorised representatives to witness the opening of tenders at our office. In case bidders fail to depute their representative during such opening of bids, no subsequent complaint or representation would be entertained relating to the tender process.

This NIT is available in MMTC and Govt. web sites i.e. (www.mmtclimited.gov.in & <http://eprocure.gov.in>).

ELIGIBILITY CRITERIA :

MINE OWNERS ONLY :

i) Self certified copy of Mining Lease Deed; ii) Self certified copy of IBM registration certificate; iii) Self certified xerox copy of PAN Card; iv) VAT/CST Registration certificate as applicable (the certificate should invariably indicate the commodity dealt by the supplier); v) Service Tax Registration Certificate; vi) EMD: Rs. 1,00,000.00 (Rupees One Lakh) only in form of Demand Draft/ Banker's Cheque favouring MMTC Limited, payable at Barbil. vii) All the pages of the tender notice i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

If any wrong information with regard to eligibility criteria or otherwise is furnished by the bidder, such bidders will be black listed and prohibited to enter into any commercial transaction of any nature with MMTC in future.

MAIN FEATURES OF THE TENDER :

Clause : 1. Commodity : (A) QUARTZITE (WMT basis)

(B) SPECIFICATIONS :

<u>CHEMICAL COMPOSITION</u>	<u>PHYSICAL COMPOSITION</u> SPECIFIED SIZE : 10 TO 50 mm
SiO₂ : 97% Minimum, Rejection below 97%	+ 50 MM : 5% Max. Above the limit penalty
Al₂O₃ : 0.50% (Max) Above the limit penalty acceptable upto 2% with penalty @ 1% reduction in base price of each 0.1% increase in Alumina content on fraction pro rata basis.	-10 MM : 5% Max. Above the limit penalty

The base price shall be increased by single pro-rata to the price for each 1% above 97% **SiO₂**. Lots analysing below 97% of **SiO₂** shall be treated as off grade ore and rejected. Only token payment @ of Rs 1 per MT shall be made for such off grade material.

Clause : 2 . Quantity : QUARTZITE : 8000 MTs (+/-) 20%.

Clause: 3: Delivery Schedule: 750 MTs per month during the period **July,2015 to March,2016**(up to 31.03.2016) . NINL reserves the right to extend the delivery period and allot optional quantity as per the requirement of NINL.

Clause:4: Delivery Point : FOR NINL plant delivery basis.(Raw material yard of NINL plant) Jajpur Road, Duburi, Odisha.

Clause:5: Terms & Mode of Delivery : Supplies to be made by Road movement. The supplier has to ensure loading of material in the Lorry fit for loading of Quartzite and arrange packing of doors properly to prevent losses of cargo en-route destination. The supplier must clean each and every Lorry before loading of the material to avoid any contamination. The supplier has to obtain all necessary mining permission from respective Mining Circle towards road movement despatches. Other Govt. liabilities if any, related to despatch of material shall be to the seller's account.

Clause:6: Price:

6.1. All inclusive price shall be in Indian Rupees per M/T on F.O.R NINL plant delivery basis. The price quoted shall remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. **The price shall also be inclusive of Royalty and Labour Welfare cess but exclusive of VAT, entry tax and Central Sales Tax as applicable as per the prevailing rates.**

6.2. Buyer has to *bifurcate* the invoice showing Cargo value and transportation charges to determine service Tax involvement and payment thereof by the supplier/buyer.

Any variation in the rate of taxes, labour welfare cess and sales tax or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence by the supplier. The price offered shall be valid till the completion of delivery of total quantity .

Clause: 7: Penalty As mentioned in the specification clause . Deduction in price will be Rs. 23.00 per WMT on the quantity of over size ore in excess of the contractual specification. Rs. 30.00 per WMT for undersize ore in excess of 5%.

Clause:8: Weight Determination:

The weight of the Quartzite supplied on F.O.R NINL basis shall be determined on the basis of weight recorded at destination weighbridge i.e. NINL plant weighbridge for payment purpose.

CLAUSE NO : 9 : SAMPLING AND ANALYSIS:

9.1. Samples of quartzite shall be drawn from each lorry at unloading point. The same shall be screened and crushed on lot basis consisting of 750 MTs or One Month supply per lot for determination of physical and chemical composition by NINL plant as per specification at Clause No. 1 (A). The result as per NINL plant shall be binding for payment & all purpose.

9.2 Screening and crushing of sample shall be carried out in presence of seller's representative at NINL Plant. Five number of sample packets are to be prepared for each lot, one packet of sample to be handed over to seller's representative and one packet of sample to be kept with NINL for umpire analysis, two sample packets for NINL Plant and balance one sample packet for chemical analysis of Quartzite.

9.3 In case of NINL/Seller desire for Umpire Analysis, then the umpire packet kept with NINL shall be forwarded to third party assayer for determination of chemical composition. The result of which shall be binding for both buyer and seller.

Clause :10 : PAYMENT:

(a)Provisional Payment :

10.1 In case of supply of Quartzite from outside Odisha State parties, NINL will be the Buyer and directly place purchase order to outside Odisha supplier(s) based on the lowest/competitive rates as arrived at by MMTC and after supply of goods, the supplier(s) shall issue commercial invoice directly to NINL(TIN No. 21731400956) under intimation to MMTC along with copies of Lorry Receipt/Transit Permit and Analysis Report. NINL shall settle the bills directly.

10.2 In case of sales within the state of Odisha, MMTC will be the buyer and shall issue Purchase Order to the seller and Seller shall raise commercial invoice to MMTC Limited, (TIN No. 21471106607) Barbil, Dist Keonjhar, Odisha with following documents:- i) copy of original Lorry Receipt ii) analysis certificate by NINL Plant , iii) along with TP statement and copies of TPs.

10.3. Provisional Payment : Buyer will release provisional payment to the extent of 90% value of the cargo through E-mode on receipt of analysis report (Silica content only reported by third party analyst) appointed by MMTC. On the basis of weight determined as per CLAUSE 8 of this NIT against Invoice supported by Lorry Receipt by NINL Plant payment shall be released.

10.b Final Payment : Buyer will release the final payment after adjustment of provisional payment to supplier on E-Mode on the basis of weight and complete analysis report determined as per

CLAUSE No 9. For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to MMTC/NINL in the prescribed format.

Clause :11: Inspection : Inspection at Buyer's option will be done at mines by Buyer's representative. This will , however , not absolve the Seller of their responsibility for supply of the material as per contractual specifications.

Clause :12: Consignee : The seller shall consign the material in favour of M/s. Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist .Jajpur, Odisha and the TPs issued accordingly.

Clause :13: Default in Delivery : In the event of any default in the delivery schedule or non-performance of the contract by the seller , the Buyer reserves the right to purchase the defaulted quantity involved from the market in which event the contract shall be deemed to have been executed to the extent of such quantities bought at Seller's risk.

Additional cost, if any, in the risk purchase including all incidental expenditures in connection therewith shall be paid by the Seller to the Buyer promptly in the manner required by the Buyer immediately on receipt of a demand from the buyer.

Clause: 14 Security : Within 7 working days *from date of purchase order*, successful bidder shall submit security deposit of Rs.10,00,000/- (Rupees Ten Lakhs) only in the form of pay order or demand draft or RTGS only issued by any nationalised Bank in favour of Neelachal Ispat Nigal Limited payable at Jajpur, Odisha (*in case of interstate purchase*) and in favour of MMTC Ltd., Barbil (*in case of intrastate purchase*).

On receipt of the above security deposit, the contract shall be executed and EMD shall be returned to the successful bidder. The unsuccessful bidders shall also get back their EMD (s) after 7 working days from the date of Purchase Order issued to the successful bidder(s).

Clause:15. Arbitration :

15.1. All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach there of shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award.

15.2. Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

15.3. The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

Clause:16. Force Majeure : If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military

operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, floods, earthquake, cyclone, **plant shut down - restrictions** or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations 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 exceeds by one month, the affected 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 fulfil its obligations under the present contract must within 10 days of occurrence of any of the causes mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. For the supplier certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

Clause:17. Authorisation of Agent /Representative: For the bid(s) submitted by agents/representatives, the name, address and specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agents/representatives to participate on their behalf.

Clause: 18.Contract: The tender schedule as above forming part of the contract should be signed by the bidder on each page and furnished along with the technical Bid as token of acceptance. Written contract shall be required to be signed /stamped by the party within 10 days of NINL's purchase confirmation letter.

Clause:19.Submission of Tender Bid : The bid (s) is / are to be submitted in closed envelopes in following manner:

19.1. Techno Commercial Bid: One closed envelope (super scribing "Techno-Commercial Bid") for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part -I) duly signed by the bidder with official seal on each page.

19.2. Price Bid : Second closed envelope (super scribing "Price Bid") for Price bid containing only quoted price per MT on F.O.R NINL plant, Duburi, Jajpur (Odisha) delivery basis in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID (Part-II of this tender).

19.3. Both the closed envelopes put in one closed envelope super scribing "Tender NIT NO.MMTC/BBN/QUARTZITE/NINL-RM/01/2015-16 dated 01/06/2015 for supply of Quartzite for NINL", to be dropped in the Tender Box kept in the Mineral Division, MMTC Limited, Sub-Regional Office, Barbil on or before 22/06/2015 by 13:30 hours.

Clause No.20: General

20.1. For evaluation of the bid, the landed cost at NINL plant , Duburi, Jajpur shall be considered.

20.2. MMTC limited reserves the right to cancel or reject any or all bids without showing any reason whatsoever and the decision of MMTC Limited in this respect shall be final and binding & not liable to be questioned in any court or before any authority.

20.3. The quantity mentioned under Clause no. 2 shall be split, if required, among 3 (Three) eligible bidders in ascending order, provided they match L1 Landed cost. Such order split shall be in the ratio L1:L2:L3::60%:25%:15%. In case, both the L-2 and L-3 bidders do not accept L-1 price, then the entire quantity shall be offered to L-1 bidder. In case, either of the L-2 and L-3 bidders accept L-1 price, then the ratio shall be L-1:L-2/L-3 :: 70%:30%.

20.4. In case of interstate transaction MMTC will act an agent for procurement of Quartzite for NINL.

Clause No.21: Termination of Contract : The buyer may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever to the seller

21.1. In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.

21.2. If the seller commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrued or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

Clause No.22: Validity:

The tendered price/rate will remain valid till the expiry of contractual period from the date of opening of the tender (price bid), for acceptance by NINL.

Clause No. 23: Integrity Pact : The successful Bidder shall be required to sign an Integrity Pact as Annexure- I with MMTC which will be a part of the tender.

The details of tender will be available in the MMTC website www.mmtclimited.gov.in & Govt e-procurement portal www.eprocure.gov.in.

MMTC limited
B A R B I L

Accepted.

(End of Technical Bid portion)

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/01/2015-16 Date - 01/06/2015
(Last Date of submission of Bids : 22/06/2015 at 1330 Hours)

PART-II

PRICE BID

ALL INCLUSIVE PRICE IN INDIAN RUPEES ----- PER MT ON F.O.R NINL PLANT DELIVERY BASIS * (Base Price + Transportation charges + service Tax)

*.The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. All inclusive price in INR per M/T on F.O.R NINL plant delivery basis . **The price shall also be inclusive of Royalty and Labour Welfare cess but Exclusive of VAT, entry tax and Central Sales Tax as applicable which will be as per the prevailing rates.** Any variation in the rate of taxes or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of Buyer, subject to submission of documentary evidence by the supplier to that effect. The price offered shall be valid till the completion of delivery of total quantity. The bidder has to mention the element of VAT / CST, Entry Tax, Base price, transportation charges, service tax amount separately in the footnote of the price bid.

The price offered shall remain valid till 31.03.2016 for acceptance by NINL .

F.N:-

Place:-

Authorised Signature of the Bidder with
Official seal

Date:-

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.

Section1 – 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 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 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.
 - 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 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 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.
 - 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 cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s)/Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s)/Vendor(s)/Bidder(s)

1. MMTC will enter into agreements with identical conditions as 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: