



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

Phone No. +91 11 24362200, Fax +91 11 24364587

Regional Office : No.6, Esplande, Essar House, Chennai – 600 108 (INDIA)

Phone No. +91 44 25340528, Fax +91 44 25340317

PAN NO: AAACM1433E

**CIN L51909DL1963GO1004033**

**E- TENDER FOR SALE OF TOOR WHOLE (FAQ) EX- CWC AMBATTUR, EX-  
CWC VIRUGAMBAKKAM, EX-CWC MADHAVARAM, EX-CWC CHROMPET, EX-  
NCML (M.K.Warehouse, Periyapalayam)  
AND URAD WHOLE (FAQ) , EX-CWC CHROMPET, EX-NCML (M.K.Warehouse,  
Periyapalayam)**

E-TENDER NO. **MMTC/CHN/PULSES-SALE/2016-17/E-002**

**Dated: 24/03/2017**

**Closing At 15.00 Hrs (IST) on 03/04/2017**

*MMTC INVITES OFFERS FOR SALE OF PULSES (TOOR WHOLE & URAD  
WHOLE)*

*COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL MANAGER OR CAN BE  
DOWNLOADED FROM OUR WEB SITE:*

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

**<https://eprocure.gov.in/cppp/>**



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Dated: 24/03/2017

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Terms & Conditions of Tender

**1. INVITATION FOR BIDS :**

MMTC Limited, Regional Office, 6, ESSAR HOUSE, Esplanade, Chennai – 600108 invites e-bids for sale of imported (Toor Whole), FAQ (+/-2%) at sellers option lying **partly** at CWC Ambattur, CWC Virugambakkam, CWC Madhavaram, CWC Chrompet, NCML (M.K.Warehouse, Periyapalayam) and imported (URAD Whole), FAQ (+/-2%) at sellers option lying **partly at** CWC Chrompet , NCML (M.K.Warehouse, Periyapalayam). The pulses are offered, “**on Ex-Godown**” basis.

**2. PRODUCT:**

a) 5890 MT(+/- 2%) TOOR WHOLE FAQ – (5648 MT PERTAINING TO YANGON/MYANMAR ORIGIN), (242 MT PERTAINING TO MOMBASA/KENYA ORIGIN), Crop Year - LATEST CROP OF 2015-16 AND 2016.

**AND**

b) 1566 MT URAD (+/- 2%) WHOLE FAQ – YANGON/MYANMAR ORIGIN, Crop Year - LATEST CROP OF 2015-16 AND 2016

**Quality :**

a) **Pigeon Peas (Arhar /Toor) FAQ YANGON/MYANMAR, MOMBASA/KENYA LATEST CROP of 2015-2016 AND 2016 fit for human consumption**

Toor whole FAQ

Foreign Matter

1.0% Max.

Weeviled Seeds (Material free from live infestation)	3.0% Max by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	4.0% Max.by weight
Foreign beans	0.5% Max.
Broken seeds (Passing through 3.00 mm slotted Sieve)	2.0% Max.
Moisture	12.0% Max.
Mycotoxin including Aflatoxin not exceeding 0.03 miligram per kilogram. Radioactive, contamination, if within permissible international limits	
NOTE: NO OTHER VARIETY MIXED ALONG WITH TOOR INCLUDING SHEWPHLAR VARIETY.	

**b) Urad FAQ (Black Matpe) YANGON/MYANMAR, LATEST CROP of 2015-2016 and 2016 fit for human consumption**

Urad whole FAQ	
Foreign Matter	1.0% Max.
Weeviled Seeds (Material free from live infestation)	1.0% Max.by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain) and brown seeds	5.0% Max.by weight
Other edible grains (sister beans)	3.0% Max.by count
small seeds (Passing through 2.75 mm slotted Sieve)	6.0% Max.
Moisture	12.0% Max.
Mycotoxin including Aflatoxin not exceeding 0.03 miligram per kilogram. Radioactive, contamination, if within permissible international limits	

**3) QUANTITY**

- A quantity of 5890 MTs (+/- 2%) of Toor is lying **partly** at CWC Ambattur, CWC Virugambakkam, CWC Madhavaram , CWC Chrompet, NCML (M.K.Warehouse, Periyapalayam). and a quantity of 1566 MTs (+/- 2%) of Urad are lying **partly** at CWC Chrompet and NCML (M.K.Warehouse, Periyapalayam).
- Material can be inspected at the above godowns on prior appointment.
- Offers should be for a minimum quantity of 250 MT **each** of Toor and/or Urad and MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

**4) PRICE**

- All prices are to be quoted in INR (Rupees) as per Annex. B on ex-godown basis.

- Any levy, cess, VAT, Octroi, Market Fee etc will be paid by successful bidders. The buyer shall complete all formalities for transportation of cargo ex- MMTC's warehouse including all statutory requirements.
- Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.

5) **PACKING**:- Material is packed in 50 Kg., PP bags.

6) **EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing)**:

- a) Bid shall be accompanied by an EMD @ 5% of bid value **separately** for each bid/product in the form of Demand Draft/Pay Order in favour of "MMTC Limited". payable at Chennai or through RTGS payment mode subject to verification/proof of receipt in our MMTC account) is acceptable. In case of RTGS/NEFT transfer, if the amount is not credited to the following account of MMTC by the due date at the time of submission of bids, the bid will not be considered for opening.

**Original Integrity Pact (if the bid amount is above Rs.20 crores) /EMD has to be submitted by post/by hand prior to opening of bids on 03/04/2017 latest by 15:00 hrs IST and received by MMTC.**

- SBI BANK A/C NO:- 31188667865
- BRANCH : CAG branch, Chennai
- IFSC CODE: SBIN0009999

- b) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned within Seven (7) working days of closing of the tender.

- c) EMD of successful bidder will be treated as Performance Guarantee and shall be adjusted at the time of final payment of the value of contracted quantity as per the discretion of MMTC Ltd.

7) **PAYMENT TERMS**:

- The successful bidder shall make 100% payment before delivery but not exceeding 5 working days of award of tender and lift the cargo immediately within the free time allowed as tabulated below from the date of making payment :

Qty in MTS	Free Period/time allowed for lifting(days)
250-500	7
Upto 1000	10
Upto 1500	15
Upto 3000	20
Upto 6000	25

- No further time for lifting will be allowed and the EMD will be forfeited and bid cancelled if the bidder fails to lift the material within the permitted period. Apart from forfeiture of EMD, the successful bidder

shall bear all charges for godown rent, fumigation, interest, insurance etc.

- In case the successful bidder fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of MMTC Ltd. In case extension is granted ***an additional EMD if required to cover mark-to-market losses will be submitted immediately by the successful bidder merely on demand.*** MMTC Ltd. shall have the right to dispose of the goods at the risk and cost of the successful bidder in addition to forfeiture of EMD, in case no extension is granted beyond the stipulated period or bidder fails to submit additional EMD to cover mark-to-market losses even if the extension is granted.
- Interest shall be charged @ 13.25% p.a. on monthly rest basis. (Interest rates are subject to change as per circular issued by Banking division of MMTC Ltd, Corporate Office, New Delhi, without notice to the successful bidder) on balance amount from the date of sale/contract as per tender terms, till realization of payment by MMTC Ltd. from the successful bidder.
- All taxes/cess applicable in Tamil Nadu etc. shall be applicable as at extra and shall be to the account of the bidders. All relevant Indian law shall be applicable and to be followed by the bidders.

## 8) DELIVERY TERMS

- The successful bidders have to organize their own transport and labour for lifting the cargo from the godown.
- Cargo shall be considered delivered when loaded into trucks at the godown on gross weight measurement basis weighed at designated weighbridge.
- MMTC shall not be responsible for any delay in lifting of the cargo and all extra expenses incurred on this account shall be borne by the successful bidder.
- Cargo will be delivered as per availability at the seller's option from the godown.
- A surveyor shall be appointed by MMTC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to the MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will be to the account of successful bidder(s).
- No segregation/sorting of stock will be permitted while lifting the cargo.

## 9) Submission of Bids

**Part A: Technical Bid:** (electronic form only). The documents to be uploaded in electronic mode Technical bid .

a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender

b) Technical Bid as per Annexure A along with required documents.

Procedure/guidelines for E Bidding is given at Annexure C.

Technical bid is to be uploaded on electronic mode latest by 15:00 Hrs IST on **03/04/2017**

Original Integrity Pact (*if the bid amount is above Rs.20 crores* )/EMD has to be submitted by post/by hand on or before tender closing date i.e., 03/04/2017 latest by 15:00 hrs IST and received by MMTC.

**Part B: Price Bid** Price Bids are also to be uploaded latest by 15:00 hrs IST on **03/04/2017** through electronic mode only as per Annexure B..

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by 15:00 Hours IST on **03/04/2017** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid. **Validity of bid(s) offered shall be upto 11.04.2017.**

Bidders may log on to:

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

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

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

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be **opened at 15.30 Hrs. IST on 03/04/2017** and price bids shall be opened at **16.15 hrs on 03/04/2017** at MMTC, Regional office, Chennai. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

The following may also be complied with:

- Each page/document must be signed by the bidder.
- Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- MMTC reserves the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.

## **10) DOCUMENTS CONSTITUTING CONTRACT:**

The invitation of Bids, the terms and conditions of e-tender, Bid of the successful and Letter of acceptance issued by MMTC Ltd. along with any amendment issued prior to signing of contract shall constitute the contract between MMTC Ltd. and the successful bidder(s).

## **11) CANCELLATION OF CONTRACT:**

If the successful bidder(s) fail to lift the goods within the specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages besides forfeiture of EMD by resorting to risk sale at the cost and consequence of the successful bidder. The seller shall not be liable to any costs, damages and consequences upon such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

## **12) LIQUIDATED DAMAGES:**

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder, MMTC at its sole discretion after giving of seven days notice to the successful bidder will be free to effect sale of the quantity to any third party at the risk cost and consequences, expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder shall bear all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. at actual. In case the difference is more than the credit balance available if any with MMTC., the successful bidder shall pay the balance amount to MMTC merely on demand.

## **13) FORFEITURE OF PERFORMANCE GUARANTEE:**

MMTC reserves the right to forfeit the Performance Guarantee (i.e the EMD of successful bidder) in case the successful bidder:-

- Fails to lift the goods within the specified period.
- Commits any breach of contract or fails to fulfil any term(s) and condition(s) of the tender/contract.

## **14) OTHER TERMS:**

- Goods are being offered for sale on Ex-Godown basis. Bidder is free to inspect the material before submitting the bid. Segregation will not be permitted. It will be construed that bidders have satisfied themselves with quality etc. Once they submit their bid.
- Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) and/or his/her/their Agent(s) within the validity of offer.
- For any additional quantity offered to bidder in addition to bid quantity, EMD for the value of the quantity will have to be deposited by the successful bidder(s) upon issue of letter of acceptance/confirmation by MMTC Ltd., as per clause 6 above
- Unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result.
- If the H-1 bidder quotes only for minimum quantity, H2 bidder would be given the option to match the H1 prices for balance tendered quantity

with 8 hour notice. If H2 bidder does not agree to buy at H1 price, the H3 bidder would be given option for buying of balance tendered quantity at H1 price.

#### **15) ARBITRATION CLAUSE:**

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity shall be settled by arbitration in accordance with the Rules of Arbitration of the Arbitration & Conciliation Act 1996, the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration will be Chennai.

#### **16) FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

**GENERAL MANAGER**

**Place : Chennai**

**Date : 24 March 2017**

#### **GENERAL CONDITIONS:-**

- 1. EMD @ 5% in form of DD/PO/RTGS transfers.**
- 2. Integrity Pact if the bid amount is above Rs.20 crores.**
- 3. Minimum quantity to be offered is 250 MT.**
- 4. Lot-wise offer wil not be accepted. The bidders are required to submit firm offer for the total quantity bidded.**



**Tender No: MMTC/CHN/PULSES-SALE/2016-17/E-002**  
**TECHNICAL BID**

Tender

No: \_\_\_\_\_

Name of the bidder : \_\_\_\_\_

Address : \_\_\_\_\_

PAN NO (Enclose copy) : \_\_\_\_\_

Sales Tax/Vat No (Enclose Copy) : \_\_\_\_\_

Contact Person : \_\_\_\_\_

Tel. No : \_\_\_\_\_

Fax No : \_\_\_\_\_

E-mail address: \_\_\_\_\_

Details of EMD:

D.D/P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ for

(Amount in INR) \_\_\_\_\_

RTGS/NEFT details: \_\_\_\_\_

Name of Bank & Branch:

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

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

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

Signature of the bidder & Seal of the Co. : \_\_\_\_\_

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

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

Annexure-B

Price Bid

Tender No: MMTC/CHN/PULSES-SALE/2016-17/E-002

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_

Address : \_\_\_\_\_

SR. NO.	PRODUCT	QUANTITY (MT) BIDDED ( <b>MINIMUM is 250 MT</b> )	OFFERED RATE (INR/PMT)
1	TOOR WHOLE (YANGON/MYANMAR ORIGIN)		
2	TOOR WHOLE (MOMBASA/KENYA ORIGIN)		
3	URAD WHOLE (YANGON/MYANMAR ORIGIN)		

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

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

Signature of the bidder & Seal of the Co. : \_\_\_\_\_

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

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

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

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

**Procedure for Obtaining Digital Certificate**

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

**NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.**

**Procedure for Registering in E-Procurement portal**

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

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

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

**INTEGRITY PACT**

Between

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

And

.....(bidder)

hereinafter referred to as “**Vendor/Bidder**”

**Preamble**

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,NEW DELHI – 110 003.  
Email id : [bijoychat@gmail.com](mailto:bijoychat@gmail.com)  
Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

- c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all 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 Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
  - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

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

#### **Section 5 – Previous transgression**

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

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

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

### **Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)**

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

### **Section 8 – Independent External Monitor(s)**

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

### **Section 9 – Pact Duration**

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

### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.

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

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

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

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address



