



MMTC LIMITED (A Govt. of India Enterprise)
CFC Building, SEZ 1, RIICO Industrial Area, Sitapura, Jaipur - 302022 Rajasthan (INDIA) Website:
www.mmtclimited.com, PAN No.: AAACM1433E, CIN: L51909DL1963GO1004033

Date: 14.08.2023

Tender No. MMTC/Jaipur/Tender/2023-24/I

TENDER FOR SALE OF RUBY STONE

TERMS & CONDITIONS FOR TENDER:

01. Item and Quantity (as is where is basis):

- a. Ruby Cuts / Cabs : 5237.89 Carat
- b. Cut & Polish Quartz/Metals: 134 gm

02. Important Dates:

- a. Bid submission start date – 14.08.2023, 05:00PM.
- b. Bid submission end date – 15.09.2023 by 02:00PM.
- c. Bid opening date - 15.09.2023 at 04:00PM.
- d. The price bid shall be opened only for bidders qualified in technical bids and the eligible bidders shall be informed separately for the date of opening.

03. Inspection: Material is available for inspection at MMTC Limited, CFC Building, SEZ 1, Sitapura, Jaipur, Rajasthan 302022 between 11 AM till 4 PM from 16.08.2023 to 14.09.2023. Interested party(ies) may take prior appointments through details mentioned in clause 12 for inspection. No one shall be entertained without prior appointment.

04. Offer Terms: The material shall be liquidated on as is where is basis as per tender terms. MMTC Limited (MMTC or MMTC Limited or MMTC Jaipur, hereafter) reserves the right to increase/decrease the allocation of quantity at its sole discretion. The offer shall be accepted only for the entire lot and not for any part quantity. The invalid offers shall be rejected.

05. Price: Price Bid on ex-showroom/ex-factory/ex-godown basis i.e. the price is to be quoted for availability of the material at MMTC Jaipur at the above address as per clause 3. Once the material is taken in custody by the buyer at MMTC, MMTC or any of its employee(s) will not be liable for any expenses or loss of the material thereafter. However, any levy of cess/taxes if payable, shall be on the account of the bidder and the bidder will have to pay the same at the time of taking delivery. Quality & Quantity at the time of delivery ex-MMTC's office will be final.

06. Validity: Bid shall be considered valid till one month after the closing date of the tender.

07. Earnest Money Deposit (EMD):

- a. Bid shall be accompanied by an EMD of INR 2,00,000/- through RTGS deposit in **MMTC Limited** Jaipur bank account number Account No: **00000010474455499** of **SBI SPL BRANCH Sanganeri Gate** having IFSC **SBIN0000656**.
- b. MMTC will not be liable to pay any interest to the bidder on the EMD amount.
- c. EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted will be returned within Seven (7) working days of finalisation of the tender.
- d. EMD of successful bidder shall be adjusted at the time of final payment of the value of final quantity.
- e. EMD of successful bidder shall stand forfeited if the bidder fails to pay the balance amount of the bid as applicable within the time limit of clause 8 or breaches any of the clause of this tender document.
- f. Bid not accompanied by EMD shall not be considered as a valid bid and shall be rejected while opening the technical bid and price bid.

08. Bid Process

- a. The Technical Bid shall be evaluated as follows:
 - i. EMD deposit
 - ii. Submission of all the requisite letter, undertaking, declarations and/or other information as per technical bid document.
- b. The price bid only of the qualified/successful bidders of technical bid shall be opened.
- c. The bidder quoted highest price in the eligible price bid shall be considered as the successful bidder. Bid to the H-1 Bidder shall be awarded only same is approved by the competent authority of MMTC.

09. Payment Terms:

- a. The successful bidder shall make the full payment through RTGS to MMTC Limited Jaipur account and take delivery of the material within 7 (seven) days of receiving the Letter of acceptance (as per clause 12(b)). MMTC Bank Account details as per clause 7(a).
- b. The payment should be transferred only on MMTC Jaipur official working days. If the time frame is ending on any holiday as per MMTC Jaipur official holiday calendar or on weekend then the previous working day shall be considered as the end of time frame of making payment and lifting the material as per other tender terms.
- c. If the bidder fails to fulfil its obligation as per the tender within the time frame as per clause 9(a) and 9(b), then an extension of another 7 day may be considered for fulfilling the bidder obligation and interest @ 18% per annum, on the balance amount from the date of issuance of letter of acceptance of bid as per clause 12(b) till realisation of payment by MMTC in its bank account within the extended time period, shall be charged on prorata basis.

- d. All Taxes/ Cess/Levies etc. shall be applicable as at extra and shall be on the account of the bidder(s) only.

10. Submission of Bids:

- a. Technical and Price Bids shall be submitted either through online bidding portal or offline in a tender box kept at the address mentioned in clause 3.
- b. No late submission (i.e. beyond cut off date and time of tender) would be considered as a valid entry/bid.
- c. Only sealed bids shall be considered for opening of technical and price bids.
- d. Two separate closed envelopes are to be submitted for Technical and Price bid as per formats given as a part of this tender. One super-scribed as Technical Bid and other as Price Bid. Both these envelopes should be put in one big size envelope which is also to be sealed and super-scribed with the tender number and date, name & address of the bidder and shall address to Incharge on the address as per clause 3.

11. Non-fulfillment of the Bidder Obligation: Without altering clause 9, if the Successful bidder(s) fail to lift the goods within specified delivery period for reasons other than Force Majeure as per clause 13. MMTC shall be entitled and will have the option to cancel the sale and debar the bidder and recover the damages (processing cost including but not limited to administrative expenses, human resource expenses, material expenses etc) besides forfeiture of EMD. The MMTC shall not be liable to any costs, damages and consequences upon such cancellation of sale.

12. Other Terms:

- a. Goods being offered for sale are on "as is where is basis". Bidders are free to inspect the material before submitting the bid as per clause 3. Segregation will not be permitted
- b. Letter(s) of acceptance will be issued through E-mail only to the successful bidders and/or his/their Agents(s)/Authorized Person within the validity of offer.
- c. Unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and may result in blacklisting of parties and shall be considered as the breach of tender terms.
- d. MMTC reserves the right to accept or reject any or all bids wholly or partially or cancel whole tender without assigning any reasons thereof.
- e. MMTC reserves the right to issue corrigendum/addendum to this tender at any time during the tender and the last date of submission of bid for tender shall be as per the latest issuance to this tender. All such issuance shall be published only on the website.

13. For any clarity related to this document, may please contact Shri Narendra Kumar (nkumar@mmtclimited.com, +919650037317), Shri Manish Kumar Rohella (manish.rohella@mmtclimited.com, +919413066384) or Shri Gaurav Kataria (gauravk@mmtclimited.com) till 14.09.2023:-

14. Force Majeure: If at any time during the existence of this contract either party is unable to perform whole or in part any obligations 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). Fire, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. If operation of such circumstances exceeds three months, 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 or termination of the circumstances preventing the performance of the contract.

15. Fraud Prevention:

- a. Commitments of the Bidder(s)/Contractors(s)/Buyer(s)/Vendors(s) The Bidder(s)/Contractors(s)/Buyer(s)/Vendors(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process during the execution of contract and in any other transaction with MMTC.
 - i. The bidder(s) /Contractors(s)/Buyer(s)/Vendors(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.
 - ii. The bidder(s) /Contractors(s)/Buyer(s)/Vendors(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii. The bidder(s) /Contractors(s)/Buyer(s)/Vendors(s) shall not commit or allow any employees or MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the bidder(s) /Contractors(s)/Buyer(s)/Vendors(s) will not use improperly or allow any employees(s) MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
 - iv. The bidder(s) /Contractors(s)/Buyer(s)/Vendors(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - v. The bidder(s) /Contractors(s)/Buyer(s)/Vendors(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of the same without any delay. 10
- b. Disqualification from tender process and exclusion from future contracts: If the bidder(s) /Contractors(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 than taking recourse available under law, shall he entitled to disqualify the bidder(s) /Contractors(s)/Buyer(s)/Vendors(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.

- c. Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to this Clause. MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

16. Arbitration: Any dispute or difference in respect of any matter relating to or arising out of the fulfillment and/or non-fulfillment of bidders obligation will be settled in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the bidder and MMTC. The venue of the Arbitration will be Delhi.

(On Letter Head)

Technical Bid

1. Individual or Organisation: Individual / Organisation
2. Name of Individual / Organisation
3. Name of the Authorised Person
4. KYC Details of Authorised Person
 - a. Aadhaar Card
 - b. PAN Card
5. KYC Details of Organisation
 - a. GSTIN (if available)
 - b. Organisation Address Proof (If other than individual)
6. EMD as per clause 7 of tender document
 - a. UTR Number / Transaction Number
 - b. Date of Transaction
7. Declaration for No near Relative as per performa enclosed
8. Declaration regarding acceptance to terms and conditions of the tender as per performa enclosed
9. Declaration regarding blacklisting or non-blacklisting as per performa enclosed
10. Undertaking for non-tampering of the tender document and data as per performa enclosed
11. Letter for Authorisation for opening bid opening as per performa enclosed
12. Signed Integrity Pact Agreement along with two witnesses

I declare that I have read and understood the tender document and I will abide by all the rules and regulations defined as per tender document. I also understand that I may be held liable for breach of any of the tender terms.

Signature of the Authorised Person

Name of the Authorised Person

Company Seal

* In case the bidder is an individual and not any organisation (whether proprietary/llp/firm/company/or any other) the Authorised person shall be same as the Individual details

* All the pages of the documents to be submitted as a part of Technical Bid have to be signed by the Authorised Person. Unsigned document shall not be considered and will make the technical bid invalid.

(On Letter Head)

PROFORMA FOR NO NEAR RELATIVE(S) OF THE TENDERER WORKING IN MMTCLTD

(Recommended to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I, Individual/Proprietor/Director/Company Secretary (CS) of the company M/s _____ (or name of authorised person in case of bidder is an individual) hereby certify that none of my near relative (s) is/are employed in MMTCLtd as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, MMTCLtd shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-inlaw), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

Certificate will be given by all the Partners/Directors of the organisation (or company secretary on behalf of all directors).

Any breach of these conditions by the company, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. MMTCLtd will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

1. Name of Director _____

Signature _____

2. Name of Director _____

Signature _____

OR

Name of Company Secretary

Signature

(On Letter Head)

DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER

1. I/We, Director/authorized signatory of the Company M/s _____, is competent to sign this declaration and execute this tender document.

2. I have carefully read, understood and accept all the terms and conditions of the tender and undertake to abide by them.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

SIGNATURE OF THE BIDDER WITH SEAL

(On Letter Head)

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT. TENDER

(Recommended to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I/We Director(s)/Authorized Signatory of of M/S_____hereby declare that the Company has not been blacklisted or debarred in the past by MMTC Ltd or Ministry of Commerce & Industry or any other Government Department/Organization/Under Taking from taking part in Government tenders.

Or

I / We Director(s) of M/S. ----- hereby declare that the Company namely M/S.-_____was blacklisted or debarred by MMTC Ltd or Ministry of Commerce & Industry or any other Government Department from taking part in Government tenders for a period of _____ years
w.e.f.----- ----- . The period is over on _____ and now the company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MMTC Ltd, and EMD/SD shall be forfeited.

In addition to the above, MMTC Ltd, will not be responsible to pay the bills for any completed / partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

(On Letter Head)

UNDERTAKING FOR NON TAMPERING OF DATA

I/We have downloaded the entire tender documents from the internet site_____and I/we have not tampered / modified the tender forms in any manner and have uploaded the untampered documents. In case, if the same is found to be tampered / modified, I / we understand that my / our tender will be summarily rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with and/or prosecuted.

Signature & Seal of the Tenderer / Contractor / His/ Her Authorized Representative

Date:

Place

(On Letter Head)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on _____ (date) in the tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference	Name Specimen
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signature I	
-------------	--

II	
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Signature & Seal of the Tenderer / Contractor

INTEGRITY PACT AGREEMENT

Between

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

..... hereinafter referred to as “The Buyer/Vendor/Bidder”

Preamble

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

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e- auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - a. No employee of MMTC, personally or through family members, will in connection with the auction for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b. MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c. MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti- Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

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

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a. The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the auction 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) shall 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) shall not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from auction 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.

1. 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.
2. 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.
3. 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 EMD 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 auction process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the auction 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 auction process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor(s)

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

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

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

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

(For & on behalf of Bidder)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

Note: The bidder are advised to communicate with the Independent External Monitors (IEMs) only in case of complaints relating to integrity pact.

(On company letter head)

Price Bid

Quotation for Material in clause 1 of tender number MMTC/Jaipur/Tender/2023-24/I

1. (Net price excluding taxes and above base price as per clause 5 of tender document):.....

.....

I declare that I am the authorised person on behalf of M/s_____ (name of organization) to participate in the purchase of material as per tender number MMTC/Jaipur/Tender/2023-24/I and M/s_____ (name of the organization) shall abide by this price bid in purchasing the material as per tender number MMTC/Jaipur/Tender/2023-24/I and as per all the tender terms in totality and without any condition(s).

Signature of the Authorised Person

Name of the Authorised Person:

Company Seal

SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL (HTTPS://MMTC.ABCPROCURE.COM) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER
2. THE BIDDER SHOULD HAVE LEGALLY **VALID CLASS III DIGITAL SIGNATURE CERTIFICATE (WITH SIGNING AND ENCRYPTION)** FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. MMTC WILL GUIDE IN CASE OF DIFFICULTY IN FINDING SERVICE PROVIDER FOR GETTING DIGITAL SIGNATURE CERTIFICATE, HOWEVER NO CLAIM CAN BE MADE ON THIS ACCOUNT FOR NON SUBMISSION OF BIDS OR DELAY IN SUBMISSION OF BIDS.
4. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.

NOTE: AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E- PROCUREMENT TECHNOLOGIES LIMITED (EPTL) TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	Phone Nos.: +91 - 79 -350 221 80 / 67 Cell Number: +91 -63532 17080 , + 91-9099090830	info@abcprocure.com , dsc@abcprocure.com
Call/write to us for E Auction related Queries	Cell Number: 9510813197 / 9879996111 / 9 904407997	support@abcprocure.com
Call/write to us for e-Tender Submission	Cell Number: +91 9904406300 / +91 9510812960 / +91 9265562821 / +91 6354919566	support@abcprocure.com

5. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
6. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.
 - a. Operating System should be Windows Vista / Windows 7 and above.
 - b. System Access with Administrator Rights
 - c. Good Internet Connection.
 - d. Microsoft Internet Explorer 9.0 (32 bit browser only) or above
 - e. Valid Digital Signature Certificate(s) for users.
 - f. Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
 - g. Please enable ActiveX Controls & Plug-ins. (Tools à Internet Options à Security à Custom Level) -

Mandatory

- Please add <https://mmtc.abcprocure.com> in to Trusted Website.
(Tools->Internet Option->Security->Trusted Sites->Sites->Add this URL ->Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>