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**EOI No MMTC/AGRO/RICE/EOI/2018-19/01**  
**Dated 15.06.2018**  
**Closes on 05.07.2018**  
**At 1500Hrs**

**EXPRESSION OF INTEREST FROM SUPLIERS FOR SUPPLY OF**  
**UPTO 2 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR**  
**EXPORT FROM INDIA**

MMTC LIMITED INVITES EXPRESSION OF INTEREST (EOI) FROM SUPPLIERS FOR EMPANELMENT WITH MMTC LIMITED, FOR SUPPLY OF UPTO 2 LAKH MT WHITE AND/OR PARBOILED RICE OF INDIAN ORIGIN FOR EXPORT FROM INDIA.

The EOI is invited from suppliers based in India and meeting the eligibility criteria and terms of supply as enumerated in this EOI document, for export of rice (white and/or parboiled) from various ports in India.

- I. **COMMODITY**: Non-Basmati Rice (White and/or Parboiled) of crop year 2017-18 or latest.
- II. **SPECIFICATIONS**: The supplier shall offer rice in good condition, fit for human consumption, without any unpleasant odour, free from any sign of mould, fermentation or deterioration, and free from any obnoxious and deleterious matters and poisonous weed seeds. Rice must be free from any insect infestation and shall have the following specifications:

PARAMETER	SPECIFICATIONS	MARGIN OF TOLERANCE WITH CLAIM FOR DEVIATION BEYOND SPECIFICATIONS	REJECTION
MOISTURE (MAXIMUM)	13.0 PCT	14.0 PCT	ABOVE 14.0 PCT
BROKEN GRAINS (MAXIMUM)	5.0 PCT (RICE OF SIZE 3/4 <sup>TH</sup> AND BELOW WILL BE CONSIDERED AS BROKEN AND LESS THAN 1/4 <sup>TH</sup> BROKEN SHOULD NOT BE 2.0 PCT)	8.0 PCT (RICE OF SIZE 3/4 <sup>TH</sup> AND BELOW WILL BE CONSIDERED AS BROKEN AND LESS THAN 1/4 <sup>TH</sup> BROKEN SHOULD NOT BE 4.0 PCT)	ABOVE 8.0 PCT

FOREIGN MATTER (MAXIMUM)	0.3 PCT	0.5 PCT	ABOVE 0.5 PCT
DEAD, DAMAGED AND DISCOLORED GRAINS (MAXIMUM)	3.0 PCT IN TOTAL	4.0 PCT IN TOTAL	ABOVE 4.0 PCT
RADIOACTIVITY (MAXIMUM)	50 Bq/Kg of 137Cs/134 Cs (RELAXABLE)	50 Bq/Kg of 137Cs/134 Cs (RELAXABLE)	50 Bq/Kg of 137Cs/134 Cs

All the parameters must be limited to percentage mentioned against each item individually and separately. The quality shall be final at discharge port, and claims for supply of cargo with deviations as above shall be determined on the basis of each parameter separately and individually for the entire shipped quantity beyond the admissible parameter at double the rate.

### **III. PACKING:**

The rice shall be packed in new polypropylene (PP) woven bags of 50 kg net of size 36” x 24”. Tare weight of empty bags shall be 120 grams minimum. The mouth of the bags shall be double stitched by machine. The bags shall be required to be marked as informed by MMTC LIMITED in due course OR rice may be exported loose in bulk in marine vessels.

### **IV. QUANTITY OF EXPORT:**

MMTC LIMITED intends to export between 1 lakh MT to 2 lakh MT Non-Basmati white and/or parboiled rice over the next 1 to 4 months. The empanelled suppliers may be allotted full/partial quantities of the above at the sole discretion of MMTC LIMITED.

### **V. ALLOCATION OF QUANTITY FOR EXPORT**

The quantity will be distributed amongst the top two suppliers in the Limited Tender to be floated by MMTC after empanelment to L-1 and L-2 in the ratio of L-1 60 –40 basis subject to L-2 matching the L-1 price. In case L-2 do not agree to match the L-1 price in the above ration, L-1 will be considered for the balance quantity at L-1 price.

**VI. SHIPMENT PERIOD:** Entire quantity to be shipped in 1 to 4 months’ time from date of confirmation of supply/contracting by MMTC LIMITED.

### **VII. ELIGIBILITY CRITERIA FOR EMPANELMENT:**

Interested suppliers may forward their EOI in the format provided at Annexure I. However, only such entities may participate in the EOI who meet the following eligibility criteria:

1. The supplier should be solvent and capable of supplying the quantum of rice envisaged by MMTC LIMITED for exports. They shall be required to provide balance sheets/audited financial reports of the previous three years, along with solvency certificates/credit limit certificate/ credit sanction letter or any certificate establishing solvency of at least Rs. 100 crores of the supplier. from their banks,
2. Interested supplier must be in possession of valid license from concerned statutory

authorities.

3. The supplier must possess all required statutory permission from concerned State/Central Government authorities to undertake export of Rice.
4. The supplier must have the (i) Valid FSSAI License (ii) GST registration certificate (iii) Valid Import Export Code.
5. The supplier must have a turnover of Rs.100 crores in Financial Year 2017-18 from the trade/export/import of agri products/commodities.
6. The supplier should not have been prosecuted for violation of rules/laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.
7. It is preferred that the suppliers should have prior experience of 50,000 MT of exporting Non Basmati rice in last three financial years. They may submit shipping bills/BRCs in support of their exports;
8. To ensure uninterrupted supplies, the suppliers should have enough inventory and logistics, including warehouses, to be commensurate with the quantum of supplies. Any statements/declarations in support of these may be submitted along with the applications;
9. The suppliers shall also have the capability to deliver rice on CIF Liner Out terms to the country of import. They shall therefore be required to have their local agents/CHAs etc. as may be required at the discharge port to facilitate the discharge process at their cost;
10. The suppliers should not have been blacklisted from MMTC LIMITED and/or any Govt. of India agencies. A Certificate to this effect, as provided at Annexure II, shall be required to be provided along with the EOI for Empanelment.
11. Supplier to submit **DNB/CIBIL** Report of their firm/company which should not more than one year old, with rating fair and above.

#### **VIII. EARNEST MONEY DEPOSIT**

The applicants shall be required to deposit Rs. 5 lakhs as EMD toward their EOI in the form of Demand Draft in favour of **MMTC Limited** payable at Delhi along with the empanelment application. This EMD shall not bear any interest. For empanelled suppliers, this EMD shall be retained till the period of completion of supplies.

For applicants who have not been empanelled, the EMD shall be refunded.

#### **IX. PERFORMANCE BANK GUARANTEE:**

MMTC may be required to submit a PBG for 5%/10% of CIF LO value of cargo (including tolerance) to the importer. The supplier shall be in turn, required to submit a back-up PBG of the same value to MMTC LIMITED, and shall also bear the expenses of MMTC LIMITED's PBG to the Importer. In case the Importer is agreeable, the supplier may submit a PBG directly on MMTC LIMITED's behalf.

**X. QUANTITY WEIGHT /QUALITY:**

Independent inspection agency of international repute, nominated by the supplier and duly approved by MMTC LIMITED, shall be appointed at the supplier's cost. They shall inspect cargo (es) at the port of loading and certify the quantity, as also whether the quality is in conformity with the specifications as mentioned in this EOI/Agreement. **However the quantity/weight and the quality shall be final at the discharge port.** The terms of post landing survey at the discharge port shall be duly informed.

**XI. FUMIGATION:**

The cargo, if required, to be fumigated with appropriate fumigants, at the time, risk and cost of the supplier.

**XII. TERMS OF DELIVERY:**

Rice packed in PP bags of 50 kg/Loose in Bulk is to be delivered to the port of discharge on **CIF Liner Out terms**. Discharge operations at the discharge port to be carried out by the supplier at their cost.

**XIII. TERMS OF PAYMENT AND CLAIMS:**

MMTC LIMITED shall be exporting the cargo in its name at predetermined rates. The remittances received by MMTC LIMITED shall be duly passed on to the supplier on receipt by MMTC LIMITED, and after deduction of the trading margin of MMTC LIMITED. MMTC LIMITED shall NOT, under any circumstance, be providing any pre-shipment advance/packing advance or any financial outlay of any sort before export/shipment/receipt of payment from the importing country.

Any deduction made by the importer towards delay, quantity, quality etc would be recovered from the supplier.

The terms of payment from the importing country shall apply on the transfer of payment from MMTC LIMITED to supplier *mutatis mutandis*. This may include payment terms such as release of payment in tranches of 90% on arrival of cargo at the discharge port, and the balance 10% on the acceptance of cargo by the importer in conformity with their quality specifications. Detailed terms of payment shall be informed to the empanelled suppliers on offer and confirmation of contract of supply. However, as mentioned in Clause II of this document, supply of non-conforming cargo shall be subject to deductions in price at double the rate of deviations. In this case, MMTC LIMITED shall not entertain any claims/losses/damages etc. of any kind for reason of such deductions on quality.

**XIV. OTHER TERMS & CONDITIONS:**

1. After empanelment of suppliers, MMTC will float Limited Tender amongst the empanelled suppliers for discovery of Price.
2. The proposed export of white and/or parboiled rice of quantities between 1 lakh MT to 2 lakh MT are subject to policy of Govt. of India from time to time.
3. The current exports shall be independent of any previous ongoing/completed

contract(s) that may have been entered into between MMTC LIMITED and the supplier.

4. MMTC would export the Rice on purely commercial basis and Government of India is not a party in this trade.
5. Final selection of Suppliers will be done at the discretion of MMTC and the decision of MMTC will be final and binding on all participating parties.
6. Empanelment of suppliers by MMTC does not entail any commitment from MMTC for contracts during the validity of empanelment.
7. MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective applicants.
8. The terms mentioned in this EOI are only illustrative and not exhaustive. The chosen supplier will be required to enter into contract as devised by MMTC to fully protect MMTC's interest and also the interest of prospective customers.
9. MMTC is not bound contractually or in any other way to any prospective supplier to this EOI. MMTC is also not liable for any cost or compensation incurred by the supplier to this EOI.
10. Validity of empanelment under this EOI shall be for duration of one year from the date of acceptance by MMTC, which may be renewed for next one year on basis of performance of the party, at the sole discretion of MMTC. Validity of EOI can also be terminated by MMTC at its sole discretion.
11. Ownership of EOI documents and information therein (all EOI documents) shall be property of MMTC on submission. Where the prospective supplier wants the information provided to be kept confidential as such disclosure would unreasonably affect suppliers business affairs, notice is to be given at the time of delivery of information or documents by making such information "Confidential". In so far as possible, MMTC will give effect to the prospective suppliers stated wishes and access to such information will be determined under provisions of RTI Act 2005.
12. This EOI is only for preparation and maintenance of database. MMTC is in no way bound to limit its business enquiry/ circulars to empanelled suppliers only.
13. Empanelment is only database. Ultimate contract with any business entity may create legal rights and obligations against respective parties.
14. Applications from suppliers who have been blacklisted by Govt. of India/Govt. of India Agencies are liable to be rejected.
15. Incomplete or deficient Applications/EOIs, received late are liable to be rejected. MMTC LIMITED reserves the right to reject any Applications/EOIs without assigning any reasons. Applications/EOIs received by fax shall not be entertained.
16. Suppliers to certify, as per Certificate -**Annexure-II** that the Application is in complete conformity with EOI terms, which are also acceptable to them without any deviations, whatsoever.
17. If at a later date, it is found that any supplier has given incorrect and misleading information/document(s), MMTC LIMITED shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
18. MMTC LIMITED reserves the rights to call for any additional

information/documents from any supplier to this tender, and to be received by MMTC LIMITED in the time frame as desired by MMTC LIMITED.

19. MMTC LIMITED reserves the right to cancel the EOI in totality without assigning any reason.
20. On confirmation of business with the import, MMTC LIMITED shall be allocating quantities to the empanelled suppliers at the sole discretion of MMTC LIMITED.
21. The supplier would procure material as per the terms/procedures laid down by various Govt. agencies including APMC, State Government agencies and Department of Consumer Affairs and fulfill the required documentation.
22. The supplier shall obtain clean on board and freight prepaid Bill of Ladings to enable MMTC to negotiate shipping documents. All documents required for negotiation under LC/contract shall be submitted to MMTC for negotiations by the supplier in time as per agreed terms between MMTC and supplier.
23. The supplier shall carry out stevedoring/loading of vessels as per shipping schedule in export contract. All shortages and claims in respect of dispatch/demurrage or any other claims shall be settled by supplier and no liability will be accepted by MMTC at any point of time.
24. Supplier shall charter vessels on behalf of MMTC and shall pay for freight in consultation with MMTC in case they deliver on C&F basis.
25. Supplier irrevocably undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against all losses and damages or such liabilities for non receipt of goods. Supplier shall make good the loss to MMTC on demand. MMTC shall be fully entitled to deduct such amounts from payment to supplier.
26. Any claim from the foreign buyers on quality and quantity of the cargo or for non supply of material shall be made good by Supplier without any liability to MMTC.
27. Payment terms will be negotiated on contract to contract basis between MMTC and the supplier.
28. In case the value of the contract exceeds Rs.20 crores the supplier will also be required to sign Integrity Pact (Anx.III). It will be assumed that all prospective applicants have gone through the Integrity Pact and have no objections whatsoever in signing the contract.
29. The selected supplier(s) shall ensure compliance of all the Government regulations/conventions/policies/guidelines/orders etc in force related to any or all the above activities.

## **XV. ARBITRATION**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration 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 parties. Indian laws will apply. The venue of the Arbitration will be New Delhi.

**XVI. SUBMISSION OF EXPRESSION OF INTEREST/APPLICATION**

The EOI document can be downloaded from our website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or the central government e procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) Interested suppliers are required to submit their Expressions of Interest, along with the supporting documents as enumerated in Clause VI, and the EMD details, in a sealed envelope addressed to Chief General Manager (Agro), MMTC LIMITED, Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 (India) in Tender Box at 3rd floor at the above address **latest by 1500 hours IST on Thursday, 5<sup>th</sup> July, 2018.**

**ANNEXURE-I**  
**EXPRESSION OF INTEREST FROM SUPPLIERS FOR SUPPLY OF UPTO**  
**2 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR EXPORT FROM INDIA**

EOI NO. MMTC LIMITED/AGRO/RICE/EOI/2018-19/01

DATE: 15.06.2018

**APPLICATION FORMAT FOR EMPANELMENT WITH MMTC LIMITED FOR  
SUPPLY OF RICE (WHITE AND/OR PARBOILED) FOR EXPORTS**

1. **NAME OF THE SUPPLIER** :
  - Application form duly filled and signed by the authorized signatory of supplier's company.
  - Demand Draft of Rs.5 Lakhs in favour of MMTC Limited payable at Delhi.
  - Furnish details of company - Type of entity (PROPRITERSHIP /PARTNERSHIP/ PRIVATE LTD. /PUBLIC LTD. ETC.).
  - List of Director along with their certified Pan Card copies
  - Details of registration with tax authorities along with certified copies of Pan No., GST No., FSSAI License, IEC Code etc
  - Self certified copy of incorporation.
  - Copies of export orders executed in the last three years.
  - Board Resolution/ letter from partners authorizing all or any one of the Directors/Partners to sign the documents.
  - Signature of Partners/ Directors/ Proprietor duly attested by the bank.
  - DNB/CIBIL Report of their firm/company which should not be more than one year old, with rating fair and above.
  
2. **CORPORATE ADDRESS** :
  
3. **REGISTERED ADDRESS** :
  
4. **FACTORY/MILL/PLANT ADDRESS, IF ANY** :
  
5. **OWN MILLING CAPACITY, IF ANY**  
(TO BE SUPPORTED BY :  
CERTIFICATE/LICENSE)
  
6. **TURNOVER IN FY 2015-16** :  
**TURNOVER IN FY 2016-17** :  
**TURNOVER IN FY 2017-18** :  
(Copies of Balance Sheet/Audited financial statements to be provided)
  
7. **PREFERRED PORT OF LOADING** :
  
8. **QUANTITIES EXPORTED IN THE** : **FY 2015-16** **WHITE RICE** :  
**LAST THREE YEARS (in MT)** **PARBOILED RICE** :  
  
*(To be supported by copies of shipping bills etc.)* **FY 2016-17** **WHITE RICE** :  
**PARBOILED RICE** :  
  
**FY 2017-18** **WHITE RICE** :  
**PARBOILED RICE** :



**Annexure-II**

**EXPRESSION OF INTEREST FROM SUPPLIERS FOR SUPPLY OF UPTO  
2 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR EXPORT FROM INDIA**

EOI NO. MMTC LIMITED/AGRO/RICE/EOI/2018-19/01

DATE: 15.06.2018

**CERTIFICATE OF CONFIRMITY**

Certified that the EOI is in total conformity with the terms and conditions of this documents, as also the terms and conditions are acceptable to us without any deviation, whatsoever. We further certify that we are not blacklisted by MMTC LIMITED /Govt. of India/Govt. of India Agencies.

**Signature of the Authorized Representative** \_\_\_\_\_

**Full Name of Authorized Representative** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Company Seal**

**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 : [bjoychat@gmail.com](mailto:bjoychat@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 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 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: