

TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/Com/2013-14/07/9132 Date 15.10.2018



GLOBAL TENDER
FOR EXPORT
OF
“RED SANDERS WOOD IN LOG FORM”

AT MUMBAI, CHENNAI, TUTICORIN, COIMBATORE & KOLKATA
LOCATIONS

MMTC invites bids for export of “GRADED RED SANDERS WOOD IN LOG FORM” at Chennai, Tuticorin, Coimbatore, Kolkata and Mumbai locations from interested overseas buyers. The last date for submission of the completed bid is at 1500 Hrs. (IST) on 12.11.2018 at MMTC Limited, Core-1, 3rd Floor, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India

The complete details of the tender are available at MMTC’s website www.mmtclimited.com and www.tenders.gov , <http://eprocure.gov.in> and <https://mmtc.abcpocure.com>

Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.

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Dr. A.P.Mishra
Additional General Manager (Projects & GT)
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GLOBAL TENDER FOR EXPORT OF “RED SANDERS WOOD IN LOG FORM” AT MUMBAI, CHENNAI, TUTICORIN, COIMBATORE & KOLKATA LOCATIONS

MMTC Limited, A Govt. Of India Enterprise, functioning under the aegis of the Ministry of Commerce & Industry, New Delhi invites bids from interested overseas buyers for export of **102.57084 MT** of Red Sanders of Indian Origin as per the details given below on FOB Chennai, Tuticorin, Coimbatore, Mumbai and Kolkata Basis.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India.

DATE-SHEET AND CONTACT PERSONS

S N	Particulars	Date / Time
A	Pre Bid Inspection of Goods	On 22.10.2018 to 24.10.2018 for Mumbai locations between 1000 hrs. 1700 hrs. On 25.10.2018 to 27.10.2018 for Chennai / Tuticorin / Coimbatore between 1000 hrs. 1700 hrs. On 29.10.2018 to 31.10.2018 for Kolkata locations between 1000 hrs. 1700 hrs
B	Pre Bid Query (Mumbai, Chennai / Tuticorin/Coimbatore and Kolkatta	Bidders may mail their queries to vijaygupta@mmtclimited.com OR chetannaik@mmtclimited.com for Mumbai lots, dsanthanam@mmtclimited.com , mithra@mmtclimited.com , prc@mmtclimited.com for Chennai, Tuticorin & Coimbatore lots and ahembram@mmtclimited.com or nuzhatsalam@mmtclimited.com for Kolkata lots latest by 02.11.2018
C	Tender closing time/ date	1500 Hrs. (IST) on 12.11.2018 (MMTC, New Delhi)
D	Tender (Techno-Commercial Bids) Opening time/ Date	1600 Hrs. (IST) on 12.11.2018 (MMTC, New Delhi)
E	Tender (Price Bids of technically qualified Bidders) Opening time/ Date	1130 Hrs. (IST) on 15.11.2018 (MMTC, New Delhi). <i>In case of Change date / time / venue shall be informed to the bidders by E mail/Phone atleast 24hrs before opening the price bid.</i>

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S N	Particulars	Mumbai, (Maharastra)	Chennai / Tuticorin / Coimbtore, (Tamilnadu)	Kolkata (West Bengal)
1	Contact Persons	Shri Vijay Gupta, General Manager, and Shri Chetan Naik, Manager (Marketing).	<u>Shri P Ramchandran, General Manager,</u> Shri D. Santhanam, Chief Manager and Mrs <u>Y.Shangamithra Senior Manager,</u>	Shri A Hembram, GM; and Ms Nuzhat Salam, Sr Manager
2	Address, contact no and E Mail Ids	MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, (Phone No.+91-22-61214600 / 61214621 -61214631 Fax No.+91-22-26572437 Email: <u>vijaygupta@mmtclimited.com</u> Mob:9789006747 <u>chetannaik@mmtclimited.com</u> Mob:9987501990	MMTC Limited, 6, Chennai House, Esplanade Road, Chennai - 600 108 (Phone No. +91-44-25341210 / 25340831 Fax No.+91-44-25340317 Email: <u>dsanthanam@mmtclimited.com</u> Mob:9003251421, <u>mithra@mmtclimited.com</u> Mob:9840418033	MMTC Limited, 4 th Floor NIC Building, 8, India Exchange Place, Kolkata - 700001 (Phone No. +91-33-22421261 / 22546019 Fax No +91-33-22421292 Email: <u>ahembram@mmtclimited.com</u> Mob: 9830155721 <u>nuzhatsalam@mmtclimited.com,</u> Mob : 09830591221
3	Bank Details for fund transfer (EMD, PBG, Advance and final value)	<u>Mumbai</u> Name of Bank: Axis Bank Limited, Fortune 2000, Ground Floor, Bandra Kurla Complex, Bandra (E), Mumbai - 400051. Ph:022-66437900. Fax:022-66688036 / 66437999 Beneficiary name : MMTC LIMITED A/c No. 230010200004688, IFSC Code : UTIB0000230 SWIFT Code : AXISINBB230 <u>Or</u> Name of the Bank : HDFC Bank, Address : 101-104 Tulsiani Chambers, Free Press Journal Marg,	<u>Chennai</u> Name of Bank : State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3, Rukmani Lakshmi pathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai - 600 008. Ph:044-28576176. Fax: 044-28576143. Beneficiary name : MMTC LIMITED A/c No. 00000030440638845 IFSC Code : SBIN0009999 SWIFT Code : SBININBB174 AD Code: 00-09999-9000-009	<u>Kolkata</u> Name of Bank: State Bank of India, Corporate Accounts Group, Kolkata RELIANCE HOUSE, 2ND FLOOR, 34, JAWAHARLAL NEHRU ROAD, KOLKATA Email id: <u>ib.cagkol@sbi.co.in</u> A/C No.11051192270 IFSC Code:: SBIN0009998 Swift Code : SBININBB175

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		Nariman Point, MUMBAI-400 021, RTGS Code : HDFC0000001, Branch Code : 0001, MICR Code : 400240003, Swift Code : HDFCINBB, Account No. 00010310000265 Email ID : vinod.pangam@hdfcbank.com Contact officer : Amrita M. Singh, Relationship Officer Mobile : 9324029433 amritam.singh@hdfcbank.com sachin.chavan@hdfcbank.com santoshs.kadam@hdfcbank.com		AD Code: 9998 10000009
4	EMD/Cost of Tender Form if in form of Banker's Cheque/DD	In favour of "MMTC Limited" payable at Mumbai	In favour of "MMTC Limited" payable at Chennai	In favour of "MMTC Limited" payable at Kolkata.

1- QUALIFICATION CRITERIA FOR BIDDERS:

MMTC hereby invites bids for export of Red Sanders directly from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:-

- i) The bidder should have 3 years experience in import or export.
- ii) Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii) The Bidder should not be an entity blacklisted by any Indian govt. agency and they should not export back the Red Sanders into India. They are required to furnish no deviation in the tender terms. (A declaration as per Annex II).
- iv) The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover in excess of US\$ 5 million during the last 3 financial years. In case, the financials of the bidder(s) is in currency other than US\$, same will be converted in US\$ as per RBI Reference Rate on Tender Opening Date.

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- v) The bidder should have registration with any Tax/Trade Licensing Authority in their country.

Note: Bidders to submit documents in support of above.

2- LOCATIONS & QUANTITY:-

- i) Red Sanders stock logs are lying in containers and in loose form at various locations in the state of Maharashtra, Tamilnadu & West Bengal.
- ii) Location and lot-wise stock position of Red Sanders is at Annexure- I
- iii) A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at Maharashtra, Tamilnadu and West Bengal is available for inspection for bidders. Bidders may contact the persons indicated at DATE SHEET AND CONTACT PERSONS as per date sheet of this tender.
- iv) Shipment period: – Latest by **15.03.2019** (Tentative) subject to receipt of all clearance from various authorities in India.
- v) Price: Price: To be quoted on lot basis in US\$, FOB, Nhava Shava / JNPT Mumbai (for the quantity lying at Maharashtra) and FOB Chennai for Chennai lots / FOB Tuticorin for Tuticorin lots and for Coimbatore lots FOB Chennai or FOB Tuticorin (for the quantity lying at Tamilnadu) and FOB Kolkata Port (for the quantity lying in West Bengal) each lot. Goods will be invoiced on B/L weight basis as per grading report.

3- COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from MMTC's website: www.mmtclimited.com Or www.tenders.gov.in before tender closing time. Participating bidders will be required to make an all inclusive non-refundable payment of Rs.11,800/- (Rs. Eleven thousand eight hundred only), by Demand Draft / Pay Order in favour of "MMTC Limited." Payable at Mumbai or Chennai or Kolkata in US\$ 165 (US Dollars One hundred sixty five only), payable through SWIFT in MMTC's account as mentioned under DATE SHEET AND CONTRACT PERSONS of this tender.

A documentary evidence for having remitted cost of tender document may be submitted alongwith techno-commercial bid.

4- PRE BID INSPECTION BY BIDDERS:-

The interested Bidders may inspect the goods prior to submission of their Bids during the tentative schedule period mentioned as per this tender. Bidders shall inspect the goods at their own expense after co-ordination with the contact persons mentioned UNDER DATE SHEET AND CONTACT PERSON of this tender. Bidders may forward a request in writing for Pre Bid Inspection of goods atleast giving two working days clear notice as necessary permission have to be sought.

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5- TERMS & CONDITIONS:-

- i. MMTC reserves the right to ask bidders for furnishing additional documents or details other than those specified in the tender, if deemed necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations/ conventions/ policies of Indian Government issued during the currency of the contract.
- iv. MMTC reserves the right to accept / reject any or all of the bids against the tender without assigning any reason thereof.
- v. Authorized representative / agents of foreign buyers are allowed to submit only one bid on behalf of the foreign bidder for a particular lot. Submission of multiple bids against any particular lot by the same agent may render such bidders liable for rejection.
- vi. Incomplete and unsigned price bids may not be considered and may be summarily rejected.
- vii. If any information furnished by the bidder is found to be incorrect/false, MMTC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.
- viii. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit self certified translated copies along with the original bid at their own cost.
- ix. The BG issuing bank must have a net worth of at least INR 5000 Million and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement. Bank Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Lakshmi Vilas Bank, Gramin Banks and Cooperative Banks. BG applicant should instruct the BG issuing bank to forward the original BG(s) to MMTC Limited so as to reach MMTC preferably three working days before the tender closing date but not later than the tender closing date & time. Applicant may submit a copy of the BG with MMTC.

6- EARNEST MONEY DEPOSIT (EMD) :

The bidder shall submit EMD in the form of Bank Guarantee or through fund transfer for USD 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs. EMD in other currencies is not acceptable. Bidder shall submit separate EMD for the quantities at Mumbai, Chennai, Tuticorin, Coimbatore & Kolkata. In case a Bidder is quoting for multiple lots, they will be required to deposit EMD for each lot for the total number of lots being quoted (say USD 15,000 if bidder quotes for 3 lots of less than 10 Mts each)

MMTC may invoke the BG (EMD) in the event of:

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- i) Buyer's failure to remit 20% advance payment in time;
- ii) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of unsigned contract alongwith Letter of Award (LOA);
- iii) Non-submission of PBG by the Buyer within **15** (fifteen) working days of receipt of signed contract from the Seller;
- iv) Non-submission of workable L/C by the Buyer within **15** (fifteen) working days after signing the contract or an undertaking that TT Remittance will be made within 15 (fifteen) working days after receipt of intimation from MMTC stating that all permissions have been obtained from the respective authorities;
- v) Any other default in the performance of contract;

In Form of Bank Guarantee – Bidders may submit EMD in form of Bank Guarantee as per **(Annexure-III)** in favor of “MMTC Limited, Mumbai, Chennai, Kolkata (location wise) encashable at the counter of any bank in Mumbai, Chennai, Kolkata. BG should remain valid till 28/02/2019 with claim period upto 31st March 2019 BG (EMD) of the unsuccessful Bidders will be returned within **15 working days** from the date of receipt of signed contract from successful bidder and BG (EMD) of the successful Bidders will be returned after receipt of confirmation of PBG of the Buyer or receipt of Performance Guarantee from the Buyer through fund transfer. Bidder shall submit a copy of the BG (EMD) with their techno-commercial bid and instruct their banker to forward the original BG directly to MMTC's respective offices, so as to reach at least two working days before the date/time of submission of bid.

Through Fund Transfer – Bidders may remit the interest free EMD to the bank account (given under DATE SHEET AND CONTACT PERSON as per this tender) of respective Regional Offices of MMTC atleast three working days prior to tender closing date so that credit is received in MMTC's Bank Account before tender closing date and time. EMD of the unsuccessful Bidders will be returned within **15 working days** from the date of receipt of signed contract from successful bidder. Exchange fluctuation and bank charges, if any, would be to the account of Bidder. In case of successful bidder(s), EMD received through fund transfer shall be adjusted against performance guarantee, if bidder gives performance guarantee through fund transfer. In case, bidder opts to submit performance guarantee in form of BG, then this EMD shall be adjusted against value of the goods.

In case, amount of EMD is not sufficient to cover the number of lots for which bidder has submitted the price bid, then the price bid for number of lots for which EMD is sufficient would be considered for evaluation. For example, if Bidder “A” submitted EMD of USD 50,000 and submitted bids for 8 lots (all lots of 10 Mts or more), then price bid for first five lots only would be considered and price bid for last three lots would not be considered for evaluation.

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To be submitted by successful bidder within **15** (fifteen) working days from the date of receipt of signed sale contract from MMTC. BG shall be established through first class international bank (acceptable to MMTC) and shall be as per format provided in Annexure-IV of the tender.

The Performance BG equivalent to 5% of FOB bid value in US\$ shall be established in favour of MMTC's respective offices (Mumbai, Chennai, Kolkata) and encashable at the counter of any scheduled bank in Mumbai/Chennai/Kolkata. Format given in Annexure iv.

8- TERMS OF PAYMENT

i. Successful Bidder is required to remit the following amount to MMTC:

- a. 100% of Bid value i.e. FOB value of the goods;
- b. Applicable TCS;
- c. NBA Charges – Present rate of NBA is 5% of the FOB Value;
- d. Any other tax, duty, charge, levy, if payable in course of export;

ii. Advance Payment & NBA Charges

In addition to PBG of 5% of the Bid value (i.e. FOB value), successful Bidders shall deposit advance payment of 20% (along with applicable TCS) and an amount equivalent to 5% of FOB value towards NBA Charges, through banking channels in MMTC's Account Number (given under DATE SHEET AND CONTACT PERSON as per tender within **15** working days of receipt of signed contract from MMTC which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/ guidelines, Buyers are required to register themselves with National Bio-diversity Authority for obtaining necessary permission. However, 5% of the FOB value will be paid by MMTC to National Bio-diversity Authority out of fund remitted by the Buyer. This amount will be paid by MMTC only after Buyer has registered themselves with NBA.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee (5% PBG plus 20% advance payment plus 5% NBA Charges).

ii. Final Payment**a. Final Payment through Letter of Credit:**

The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable, confirmed and without recourse to the drawer workable letter of credit payable at sight to cover balance payment of 80% (i.e. 100% FOB value minus 20% Advance Payment) value plus TCS of the cargo, as per contract.

Letter of credit shall be in favour of the sellers/beneficiaries MMTC's office at Mumbai, Kolkata and Chennai, address (given under DATE SHEET AND CONTACT PERSON as per tender and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be established within **15** (fifteen) working days from the date of signing of contract by both MMTC and

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the overseas buyer. The LC shall be advised through the bank nominated by MMTC (given under DATE SHEET AND CONTACT PERSON as per tender.

The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 80% shipment (i.e. 100% FOB value minus 20% Advance Payment) value (plus TCS) within 21 days after bill of lading date at the counter of LC negotiating bank. Commencement of stuffing of containers shall be allowed only

after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The buyer shall arrange containers in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC &

PBG) prior to commencement of stuffing of goods for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account and in addition to this, LC Confirmation charges will be to the account of Buyer. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600. The L/C will not allow any third-party certification for quality/ quantity as the goods are being sold on 'As is Where Is Basis" and the quality already declared as per Grading Agency certificates / document issued in India is final for all purposes.

List of the Banks from where LCS will be acceptable to MMTC:

- a. LCs from foreign branches of Indian Nationalized Banks (except Nainital Bank, Dhanlakhmi Bank, Gramin Banks, Co-operative Banks, Lakshmi Vilas Bank);
- b. MMTC would be accepting overseas LCs from any branch of following banks:
 - 1- Australia and New Zealand Banking Group Ltd
 - 2- DBS Bank Limited
 - 3- Bank of Tokyo
 - 4- Standard Chartered Bank
 - 5- HSBC
 - 6- BN Paribas
 - 7- Nova Scotia
- c. In addition to above, top 50 banks ranked by Bankersalmanac.com (link <http://www.accuity.com/useful-links/bank-rankings/>) are also acceptable to MMTC.

b. Final Payment through Telegraphic Transfer:

If Buyer wish to make Telegraphic Transfer towards final residual value plus applicable TCS (100% of the shipment value less 20% advance payment and EMD or Performance Guarantee received through fund transfer, if any), in lieu of payment by L/C, then Buyer may remit the funds equivalent to value of contract (minus remitted by the Buyer) in MMTC's Account (given under DATE SHEET AND CONTACT PERSON as per this TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/2013-14/07/9132 dated 15.10.2018 within **15** working days of receipt of intimation from MMTC regarding

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receipt of permissions by MMTC from the respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material.

C. Documents for final payment against LC

Seller shall draw the final residual value (i.e. 100% value minus advance payment(s) received) against presentation of the SELLER drafts drawn at sight accompanied with following documents.

- Full set of Clean Ocean or Charter party Bill(s) of Lading.
- Signed Commercial Invoice(s).
- Certificate of Origin.
- Certificate of Quality/ Quantity & Stuffing, if any.

On the request of Buyer, MMTC may consider to provide additional documents, like fumigation certificate, packing list, Phytosanitary certificate etc.

D. Payment Clause for MTPL

Within 15 (fifteen) working days of receipt of signed contract from MMTC (mail or fax copy), MTPL shall remit 20% advance payment plus applicable TCS and 5% NBA charges to MMTC.

Balance 80% payment alongwith applicable TCS will be remitted by the Buyer within 15 (fifteen) working days of receipt of intimation from MMTC regarding receipt of permissions from respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material plus applicable TCS.

9 – SUBMISSION OF BIDS: (Technical bid in physical mode and price bid in e-mode only)

- i. The Bidders are required to submit complete bids in TWO BID SYSTEM. All documents pertaining to technical bid should be submitted in a sealed envelope super scribed as “Techno- Commercial Bid”. The bidder shall submit “Price bid” as per the **Annexure-V-(B)** of tender document in e-mode only.

The envelop should be submitted in the Tender Box kept at MMTC Limited, 3rd Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 Tel 91-11-2438 1426 before the tender closing date & time. Bids sent by post should be addressed to Dr A. P. Mishra, Additional General Manager (Projects & General Trade Division), MMTC Limited, 3rd Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 Tel 91-11-2438 1249. Offers over phone, fax or email will not be entertained. For any information/clarification, Bidders may contact Dr.A.P.Mishra, Additional General Manager (General Trade), Tel No 91-11-2438 1249, Fax No 91-11-2436 4106 email ID apm@mmtclimited.com, during office hours.

- ii. **Techno-Commercial Bid** – The envelope superscribed as “Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid:

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- a. Duly signed & stamped Techno-Commercial Bid as per **Annexure V (A)**.
- b. Proof towards payment of Tender Cost.
- c. Signed and stamped copy of full set of tender document (all pages including corrigendum, if any) as a token of Acceptance of all terms and conditions.
- d. Authority letter from Overseas Principals in favour of Authorized Representative alongwith a copy of photo identity proof of the authorised person (Aadhar card or Passport or Driving Licence or PAN etc). Signature of the authorized representative must be certified in the authority letter.
- e. Documents in support of last 3 years import or export experience. Copies of shipping documents i.e. Bills of Lading, invoice etc or Certificate of Auditors/ Chartered Accountants is acceptable (see cl 1. i).
- f. Bidder's valid membership certificate or Letter of introduction from local Chamber of Commerce (see cl 1.ii).
- g. Declaration as per **Annexure -II** (see cl 1.iii).
- h. Certificate issued by auditors or chartered accountant showing turnover in US\$ for last three financial years (see cl 1.iv).
- i. Copy of Tax registration Certificate/Trade license, issued by the Authority (see cl 1.v).
- j. Name & address of the banker's along with documentary evidence (Bankers certificate or copy of passbook Or Solvency certificate issued by the banker).
- k. Integrity Pact – Annexure-VII (applicable only if the value quoted is in excess of USD 3 Million).
- l. Copy of BG towards EMD for each lot of bid quantity (**Annexure – III**).

MMTC's Subsidiary MTPL Singapore shall be exempted from submission of EMD and PBG (5%) provided they submit an undertaking that they have obtained EMD and PBG from their customers. MTPL shall however submit EMD within 15 working days (in India) of issue of LOA, 20% advance advance and 5% NBA amount (as per clause 8 II of this tender) if they are the successful bidder.

- iii. **Price Bid** – As per **Annexure-V-(B)** by e-Tender Mode only.
- iv. Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.
- v. The techno commercial bids (only Techno-Commercially qualified bidders) shall be opened on due date in MMTC office, New Delhi in the presence of the bidders' or their representatives desirous to be present.

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Price bids of only techno-commercially qualified bidders shall be opened. Bidders are required to quote the value of the particular lot, they want to bid. If some discrepancy (ies) is/are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

11- AWARD OF LOA:

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. In case, the H1 bidder fails to submit PBG then MMTC has the option to give offer to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PBG or rejects the offer, then MMTC has the option to give offer to H3 bidder at H1 bidder's price. This option, however, shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by MMTC, shall be issued Letter of award (LOA) along with draft contract. Successful bidder shall return a signed copy of the contract within three working days and PBG within **15** (fifteen) working days from the date of issue of LOA.

12- VALIDITY OF BIDS:

The bid should be valid for at least sixty (60) days from the date of opening of the price bid. However the bidder agrees to extend the bid for a further period of thirty (30) days on the existing terms and condition in case the same is desired by MMTC. The validity of the bids may be extended for a further period on mutual consent.

13- INDEMNITY:

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

14- DISCLAIMER:

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

15- ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the Tender.

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16- FORCE MAJEURE

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

If operation of such circumstances exceed 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 dangers”.

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. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract”,

17- LIST OF ANNEXURES

1. ANNEXURE : I Grading details of Red Sanders Lot-wise
2. ANNEXURE : II Declaration format
3. ANNEXURE III: Bank Guarantee Proforma for EMD.
4. ANNEXURE IV: Performance Bank Guarantee Format For 5% value of Award.
5. ANNEXURE V (A) : Techno-Commercial Bid format
6. ANNEXURE V (B) : Price Bid format e- mode only
7. ANNEXURE VI : Contract to be executed between
8. ANNEXURE-VII : Integrity Pact
9. ANNEXURE-VIII: Mandatory Information of Bidder

18- Important Dates as per Tender:

- a) – Signing of Contract by Successful bidders – Within Three working days from the date of issue of LOA and unsigned contract by MMTC.
- b) – Scheduled date of receipt of 5% PBG – Within 15 (fifteen) working days of receipt of signed contract by Buyer through Mail.
- c) – Scheduled date of receipt of 20% Advance & 5% NBA Charges– Within 15 (fifteen) working days of receipt of signed contract by Buyer through Mail.
- d) – Scheduled date of receipt of workable LC by MMTC – Within 15 (fifteen) working days of receipt of signed contract by Buyer through Mail.

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e) – Scheduled date of receipt of final 80% payment alongwith TCS – Within 15 (fifteen) working days of receipt of intimation from MMTC regarding receipt of permissions by MMTC from the respective authorities.

19 FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s)

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Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, 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.

20. Holiday Listing

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

21- Other Terms:

- (a) Bidder may satisfy himself on inspection of the Lots as to what they contain and make their offer accordingly. No plea of misunderstanding or ignorance or conditions put forth subsequent to confirmation of bid shall be accepted.
- (b) Seller may withdraw any Lot or Lots or part of the Lots from the Sale without assigning any reasons. Such a right, however, would be used with circumspection and due care and caution.

22- Special terms & conditions if Price bid submitted in Electronic mode Guidelines:

For submission for price bid by the bidders following details of help desk in their tender document for providing assistance to clients/bidders.

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 40016 866	info@abcProcure.com
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
Mr.Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 4027 0555	support@abcProcure.com
	+91-(79)- 4027 0564	
	+91-(79)- 4027 0569	pankesh@eptl.in
	+91-(79)- 4027 0507	

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The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI) , Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0
4. Bidders shall be advised to print and save bid submission receipt on submission of bids

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ANNEXURE – 1

LOT WISE & GRADE-WISE DETAILS OF RED SANDERS

The details of Red Sanders are as under:-

Lot No.	Location details	Grade A		Grade B		Grade C		Weight In Mts. (A+B+C)
		No. Logs	Weight	No. Logs	Weight	No. Logs	Weight	
1	Sajgaon KKTU 7626128 and Sajgaon KKTU 7326840 MUMBAI	00	00	06	0.154	732	19.123	19.277
2	Gateway Distri parks Pvt. Ltd CFS, CHENNAI	15	0.36180	38	1.02575	222	5.33905	6.7266
24	Dimond CFS, Tuticorin Container No. CAXU 6317681 TUTICORIN	00	00	00	00	290	7.784	07.784
27	M2/3 Godown Chennai Port trust, CHENNAI	00	00	19	0.42835	218	4.41955	04.8479
28	Hari CFS, Tuticorin TUTICORIN	32	0.70375	204	4.28460	170	4.01695	09.0053
29	Concor CFS, Container No .CRXU 276289 4 TUTICORIN	00	00	11	0.30325	410	11.1012	11.40445
30	ICD, Concor, Irugur, COIMBATORE	03	0.09135	26	0.73200	324	09.0628	09.88615
31	ICD, Chetinad Logistics Thudiyalur, COIMBATORE	01	0.05080	02	0.15795	11	0.36190	00.57065
32	CWC-Panchpada, KOLKATA	00	00	00	00	125	3.36954	3.36954
33	CWC-CFS, Container no: BLJU 2050020 KOLKATA	00	00	27	0.60215	204	4.50675	5.1089
34	Century Ply (JJP) CFS, Container no: CRXU 3027852 KOLKATA	00	00	06	0.20060	339	6.27910	6.4797
35	N.S Docks, Container no: TEXU 2322155 KOLKATA	02	0.05735	31	0.8636	360	8.69155	9.6125
36	N.S Docks, Container no: APZU 3666746 KOLKATA	00	00	85	2.0311	272	6.46705	8.49815
	GRAND TOTAL	53	1.26505	455	10.78335	3677	90.52239	102.57084

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ANNEXURE-II

DECLARATION

(To be attested by Local Chamber of Commerce Or Indian Embassy / Consulate / High Commission in Buyer's Country or Notary public on Company's letter head)

Declaration of _____(name of the person making this declaration) S/o Mr. _____ aged _____years R/o _____(address of the person making this declaration)

I, the above named deponent do hereby solemnly affirm and declare as under:

1) That I _____ (name of the person making this declaration) am working as _____(designation of the person making declaration) with M/s. _____(name & address of the bidder)

2) That bidder is submitting a bid in response to invitation for export of Red Sanders FOB, Mumbai/ Chennai/ Tuticorin/ Kolkata Ports, India.

3) That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies in India or in country of registration of the co., which is still in force.

4) I, _____ (name of the person making this declaration) hereby solemnly declare that I or our Company will not re-export Red Sanders imported/ purchased through MMTC's tender, into India.

5) That there is no deviation in the terms and conditions of the tender in our Bid document.

6) That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

(Signature & Stamp)
DEPONENT

Verification: Verified at (Place) _____ on _____.2018 that the contents of the above declaration are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

(Signature & Stamp)
DEPONENT
Date & PLACE

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ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EMD

Bank Guarantee No. _____

Date _____

REF No.

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodi Road,
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids Global TENDER NO. TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/2013-14/07/9132 dated 15.10.2018 (hereinafter referred to as Invitation to Bids) for export of Red Sanders from Mumbai / Chennai / Tuticorin/ Coimbtore / Kolkata Port, India.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to USD..... (US Dollars thousand only) in favour of MMTC, Mumbai / Chennai / Kolkata in the form of a Bank Guarantee of USD ...,000 (US Dollars thousand only) with a validity till with claim period till.....
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of USD ...,000 for each lot with a validity tilland claim period till and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three working days.
 - c) shall in the event of the issuance of Letter of Award by MMTC, bidder will establish a Performance Bank Guarantee within **15** (fifteen) working days from the date of receipt of signed contract or before nomination of the vessel, whichever is earlier, in favour of MMTC in the form indicated in the said Invitation to tender for 5% of the contractual value through a scheduled Commercial Bank (other than Gramin Banks, Nainital Bank, Dhanlakshmi Bank, Lakshmi Vilas Bank and Co-Operative Banks) at Mumbai, Kolkata or Chennai.
 - d) shall in the event of the offer being accepted by MMTC, bidder will establish an irrevocable, at sight, confirmed Letter of Credit in favour of MMTC (within **15** (fifteen) working days from the date of issuance of signed sale contract) in the form indicated in the said Invitation to tender covering full value of the quantity of Red Sanders at the price and on the terms accepted by MMTC.

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- e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
- f) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of USD(US Dollarsonly). This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
- 5 We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of USD (US Dollars only) without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
- 6 The payment shall be made to MMTC, Mumbai / Chennai/Kolkata across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
- 7 NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD (US Dollars).
- 8 Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
- 9 This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
- 10 The liability of this bank shall discharge upon receipt of USD(US Dollarsonly) by MMTC.
- 11 This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force tilland claim period tillthat the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
- 12 This Guarantee is governed by the Laws of India and comes into force forthwith.
- 13 It is certify that net worth of(BG issuing Bank) as on 31.03.2018 is not less than INR 5000 Million and capital adequacy ratio of this Bank is not less 9%.

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14 We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank :

NB :

1. BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs.
2. To be established by a first class international bank and advised through scheduled commercial bank in India.
3. On a stamp paper of applicable amount to be executed by a Mumbai / Chennai / Kolkata Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Lakshmi Vilas Bank, Dhanlakshmi Bank or Cooperative Bank

Validity :: 28-02-2019

Claim period :: 31-03-2019

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ANNEXURE-IV

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a Mumbai / Chennai / Kolkata Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Lakshmi Vilas Bank, Nainital Bank and Dhanlakhmi Bank)

To
M/s MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area, Lodi Road
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at _____(hereinafter called "the MMTC) have entered into Contract No._____ dated _____ (hereinafter called 'the CONTRACT') for _____with M/s._____ (name) address _____ , (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars_____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars_____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars_____. Our Guarantee shall remain in force untilwith claim period upto.....

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- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before with claim period upto.....
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) It is certify that net worth of(BG issuing Bank) as on 31.03.2018 is not less than INR 5000 Million and capital adequacy ratio of this Bank is not less 9%.
- 14) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2018

Yours faithfully
For and on behalf of Bank
(Address) & (Banker's Seal)

Validity :: 30-04-2019

Claim period :: 31-05-2019

- NB :
1. Value equivalent to 5% of the contractual value.
 2. On a stamp paper of applicable amount to be executed by a Mumbai / Chennai / Kolkata Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Lakshmi Vilas Bank, Dhanlakshmi Bank or Cooperative Bank.
 3. The BG is to be established in US\$ through a first class international bank (acceptable to MMTC) and advised through a scheduled correspondent bank in India (recognized by RBI) The BG shall be invocable and encashable at schedule bank counters in India.

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ANNEXURE V (A)

TECHNO-COMMERCIAL BID

1. Name of the Bidder ::
2. Registration No. ::
3. Registered Address with Postal Pin code ::
4. Name of the Proprietor/Partners/Directors ::
with Tel No., Fax No. and Email IDs
5. Company Registration No. ::
6. Company's establishment year ::
7. Company's Nature of business ::
8. Company's legal status ::
(Proprietorship/Partnership firm/Company)
9. Company's Category (Pvt / Public/ Govt) ::
10. PAN No. / TAN No (if applicable)
11. Sales Tax/VAT No./Tax Regn No.
(or any other Tax Regn. No. in the country of bidder)
12. Company's e-mail ID:
13. Contact Person's Name
 - a. Designation
 - b. Date of Birth
 - c. E.Mail ID
 - d. Telephone / Mobile Nos. _____
 - e. Details of Photo Identity Card

14. FINANCIAL DETAILS (All figures to be mentioned in US\$ – for last three financials years)

Financial Years	Turnover in US\$
2015-16	
2016-17	
2017-18	

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15. DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)

Three main commodity in which the bidder deals with

Year	IMPORT			EXPORT		
	COMMODITY	QTY	VALUE (USD '000)	COMMODITY	QTY	VALUE (USD '000)
2015-16						
2016-17						
2017-18						

16. DETAILS OF EARNEST MONEY DEPOSIT

a. Copy of TT/SWIFT Advice Ref. No. OR
b. BG No. & Date (To be submitted in Original)
c. Name of the Issuing Bank
d. Amount / US\$

17. DETAILS OF TENDER COST:

18. If an Agent is bidding on behalf of principal, then details at sl no 1 to 11 are to be submitted in respect of both (principal as well as agent).

19. DECLARATION – We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the Tender Document is being enclosed herewith, towards our unconditional acceptance of Tender Terms and Conditions.

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ANNEXURE-V (B)PRICE BID IN E MODE ONLY

Lot No.	Location details	Grade A		Grade B		Grade C		Weight In Mts. (A+B+C)	Price in USD
		No. Logs	Weight	No. Logs	Weight	No. Logs	Weight		
1	Sajgaon KKTU 7626128 and Sajgaon KKTU 7326840 MUMBAI	00	00	06	0.154	732	19.123	19.277	
2	Gateway Distri parks Pvt. Ltd CFS, CHENNAI	15	0.36180	38	1.02575	222	5.33905	6.7266	
24	Dimond CFS, Tuticorin Container No. CAXU 6317681 TUTICORIN	00	00	00	00	290	7.784	07.784	
27	M2/3 Godown Chennai Port trust, CHENNAI	00	00	19	0.42835	218	4.41955	04.8479	
28	Hari CFS, Tuticorin TUTICORIN	32	0.70375	204	4.28460	170	4.01695	09.0053	
29	Concor CFS, Container No .CRXU 276289 4 TUTICORIN	00	00	11	0.30325	410	11.1012	11.40445	
30	ICD, Concor, Irugur, COIMBATORE	03	0.09135	26	0.73200	324	09.0628	09.88615	
31	ICD, Chetnad Logistics Thudiyalur, COIMBATORE	01	0.05080	02	0.15795	11	0.36190	00.57065	
32	CWC-Panchpada, KOLKATA	00	00	00	00	125	3.36954	3.36954	
33	CWC-CFS, Container no:	00	00	27	0.60215	204	4.50675	5.1089	

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	BLJU 2050020 KOLKATA								
34	Century Ply (JJP) CFS, Container no: CRXU 3027852 KOLKATA	00	00	06	0.20060	339	6.27910	6.4797	
35	N.S Docks, Container no: TEXU 2322155 KOLKATA	02	0.05735	31	0.8636	360	8.69155	9.6125	
36	N.S Docks, Container no: APZU 3666746 KOLKATA	00	00	85	2.0311	272	6.46705	8.49815	
	GRAND TOTAL	53	1.26505	455	10.78335	3677	90.52244	102.57084	

NB: PRICE BID TO BE SUBMITTED ONLINE AT <http://mmtc.abcprocure.com> AFTER REGISTRATION.

- 1.Above price is FOB value only and does not include the 5% of the FOB Value payable to National Biodiversity Authority as mentioned under Clause-I (Advance Payment & NBA Charges) of the Tender.
- 2.Any taxes, Duty, levy, charge payable during the course of export of Red Sanders from India would be charged extra on actual basis from the Bidders.
- 3.Prices to be quoted lot wise in lumpsum in US\$ FOB Nhava Sheva/Mumbai Port for the lot no 1 and FOB Chennai (lot.no2,27), Tuticorin (Lot.no 24,28,29) & FOB Chennai or Tuticorin for Coimbatore lots (lot no.30 &31) and FOB Kolkata for lot no.32,33,34,35 & 36. Bids for part quantity of any lot is not acceptable.

Declaration: We, M/s._____hereby declare that taxes, Duty, levy, charge imposed by Govt. of India or any Tax authorities on export of Red Sanders from India will be paid by us and we shall be fully liable for such payment(s) and shall be responsible for any default thereof.

ANNEXURE- VI**CONTRACT FOR EXPORT OF RED SANDERS**

Contract No.

Dated ...

THIS CONTRACT is made at New Delhi on_____, 2018 Between:

TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/Com/2013-14/07/9132 Date 15.10.2018

BUYER: M/s. _____

And

SELLER: MMTC Limited(MMTC), a Govt. of India Enterprise, under the administrative control of Ministry of Commerce and Industry and a company incorporated under Companies Act, 1956 having its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "MMTC"). Contract shall be executed by MMTC's Regional office at Kolkata/Chennai / Mumbai……(Full address to be mentioned)

MMTC and the BUYER shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- MMTC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in International and domestic trading of commodities/ products such as minerals, metals, precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;

- BUYER: M/s. _____

- Where as BUYERS agree to buy Lot No(s.) _____ totaling a quantity of _____MT of Red Sanders from the SELLER.

- Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Commodity** – Red Sanders

2. **Quantity** – Graded and marked Red Sanders in logs. The location of stock is Mumbai, Maharashtra or Chennai / Tuticorin / Coimbatore – Tamilnadu, or Kolkata –West Bengal India (**To be specified as per award**)

3. **Price** – US\$ ………. PMT FOB, Mumbai / Chennai / Tuticorin / Kolkata Port basis.

4. **Shipment Period** – Latest by 15.03.2019 (Tentative) subject to receipt of all clearance from various authorities in India. Seller will not entertain any claim of Buyer due to delay in obtaining or non receipt of clearances from various authorities. The shipment period can be extended by MMTC for a period of 180 days solely at the discretion of MMTC with all other terms and conditions of the tender remaining in full force.

5. **Shipping Arrangement (CQD Basis)** – After receipt of 20% advance payment and 5% payment towards NBA Charges, from the Buyer, MMTC shall obtain all permissions (CITEs Permit, NBA Permit etc) and intimate the Buyer. Within **15** working days on receipt of intimation from MMTC confirming all permissions in hand, Buyer shall arrange to remit the residual value plus TCS to MMTC (if LC is not opened by the Buyer). Within **20 days** of receipt of intimation from MMTC, Buyer shall arrange the containers at the container freight stations where the goods are placed.

The goods are stored in container freight stations at Mumbai / Chennai / Tuticorin / Coimbatore / Kolkata. Buyer will arrange containers in same location. MMTC shall stuff the

TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/Com/2013-14/07/9132 Date 15.10.2018

goods into containers and deliver the containers at Mumbai / Chennai / Tuticorin / Kolkata port to the shipping agent nominated by the buyer for shipment. On receipt of stuffed containers at Mumbai / Chennai / Tuticorin / Kolkata port, shipping agent nominated by the Buyer shall issue 'Bills Of Lading'. After loading the stuffed containers onto the vessel, Shipping Agent nominated by the Buyer shall arrange "On Board Notation" on the Bills of Lading.

In case, Buyer wants to ship the cargo by AIR through the nearest International Airport, all additional expenses towards movement of cargo, handling cost, security etc would be borne by the Buyer and such cost shall be deposited by the Buyer in advance with MMTC.

6. EARNEST MONEY DEPOSIT (EMD) –

The bidder has submitted EMD in the form of Bank Guarantee No..... datedfor US Dollars..... Issued by.....(Name & Address of the bank) in favor of "MMTC Limited, ... encashable at Mumbai / Chennai / Kolkata.

OR

The bidder has remitted on USD to MMTC's bank account no..... towards EMD.

MMTC may invoke the BG (EMD) in the event of :

- i) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of unsigned contract along with Letter of Award;
- ii) Buyer's failure to remit 20% advance payment and 5% NBA Charges;
- iii) Non-submission of PBG by the Buyer within 15 (fifteen) working days of receipt of signed contract from the Seller (MMTC);
- iv) Non remittance of final value as per clause no 8 of this contract.
- v) Any other default in the performance of contract.

BG (EMD) will be returned after receipt of confirmation of PBG to be submitted by the Buyer as per clause 6 of this contract or receipt of Performance Guarantee from the Buyer through fund transfer.

(to be changed suitably, in case buyer is MTPL)

7. Performance Bank Guarantee –

In Form of Bank Guarantee – Within **15** (fifteen) working days from the date of receipt of signed sale contract from Seller (MMTC), the Buyer shall submit the Performance Bank Guarantee (PBG) in (US Dollars) established in favour of MMTC's respective offices (located at Kolkata, Mumbai and Chennai) encashable at the counter of any Bank in Mumbai / Chennai/ Kolkata, for 5% value of the awarded quantity, **with validity period till 30th April 2019 and claim period till 31st May, 2019**. BG shall be as per the format provided in [TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/Com/2013-14/07/9132](#) [Date 15.10.2018](#) Performance Guarantee shall be established through any scheduled commercial bank in India other than Dhanlakshmi Bank, Nainital Bank, Lskshmi Vilas Bank, Gramin Bank and Cooperative Banks

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Through Fund Transfer – Bidders may remit the Performance Guarantee to the MMTC's bank account (mentioned at DATE SHEET AND CONTACT PERSON as per tender). This amount shall be adjusted against the value of the goods.

MMTC may invoke the BG (Performance Bank Guarantee) in the event of :

- i. Buyer's failure to remit 20% advance payment and 5% NBA Charges;
- ii. Non remittance of final value as per clause no 8 of this contract..
- iii. Non lifting of cargo within stipulated time;
- iv. Any other default in the performance of contract.

(NOT APPLICABLE FOR MTPL SUBJECT TO SUBMISSION OF UNDERTAKING ALONGWITH TECHNICAL BID THAT THEY HAVE OBTAINED PBG FROM THEIR CUSTOMER).

8. Terms of Payment –

- i. Successful Bidder is required to remit the following amount to MMTC:
 - a. 100% of Bid value i.e. FOB value of the goods;
 - b. Applicable TCS;
 - c. NBA Charges – Present rate of NBA is 5% of the FOB Value;
 - d. Any other tax, duty, charge, levy, if payable in course of export;

ii. Advance Payment & NBA Charges

In addition to PBG of 5% of the Bid value (i.e. FOB value), successful Bidders shall deposit advance payment of 20% (alongwith applicable TCS) and an amount equivalent to 5% of FOB value towards NBA Charges, through banking channels in MMTC's Account Number (given under DATE SHEET AND CONTACT PERSON as per tender within **15** working days of receipt of signed contract from MMTC which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/ guidelines, Buyers are required to register themselves with National Bio-diversity Authority for obtaining necessary permission. However, 5% of the FOB value will be paid by MMTC to National Bio-diversity Authority out of fund remitted by the Buyer. This amount will be paid by MMTC only after Buyer has registered themselves with NBA.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee (5% PBG plus 20% advance payment plus 5% NBA Charges).

ii. Final Payment

a. Final Payment through Letter of Credit:

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The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable, confirmed and without recourse to the drawer workable letter of credit payable at sight to cover balance payment of 80% (i.e. 100% FOB value minus 20% Advance Payment) value plus TCS of the cargo, as per contract.

Letter of credit shall be in favour of the sellers/beneficiaries MMTC's office at Mumbai, Chennai, Kolkata address (given under DATE SHEET AND CONTACT PERSON as per tender and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be established within **15** (fifteen) working days from the date of signing of contract by both MMTC and the overseas buyer. The LC shall be advised through the bank nominated by MMTC (given under DATE SHEET AND CONTACT PERSON as per tender.

The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 80% shipment (i.e. 100% FOB value minus 20% Advance Payment) value (plus TCS) within 21 days after bill of lading date at the counter of LC negotiating bank. Commencement of stuffing of containers shall be allowed only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The buyer shall arrange containers in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC & PBG) prior to commencement of stuffing of goods for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account and in addition to this, LC Confirmation charges will be to the account of Buyer. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600. The L/C will not allow any third-party certification for quality/ quantity as the goods are being sold on 'As is Where Is Basis" and the quality already declared as per Grading Agency certificates / document issued in India is final for all purposes.

List of the Banks from where LCS will be acceptable to MMTC:

1- LCs from foreign branches of Indian Nationalized Banks (except Nainital Bank, Dhanlakhmi Bank, Lakshmi Vilas Bank, Gramin Banks, Co-operative Banks);

2- MMTC would be accepting overseas LCs from any branch of following banks:

- 1- Australia and New Zealand Banking Group Ltd
- 2- DBS Bank Limited
- 3- Bank of Tokyo

- 4- Standard Chartered Bank
- 5- HSBC
- 6- BN Paribas
- 7- Nova Scotia

3- In addition to above, top 50 banks ranked by Bankersalmanac.com (link <http://www.accuity.com/useful-links/bank-rankings/>) are also acceptable to MMTC.

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b. Final Payment through Telegraphic Transfer:

If Buyer wish to make Telegraphic Transfer towards final residual value plus applicable TCS (100% of the shipment value less 20% advance payment and EMD or Performance Guarantee received through fund transfer, if any), in lieu of payment by L/C, then Buyer may remit the funds equivalent to value of contract in MMTC's Account (given under DATE SHEET AND CONTACT PERSON as per this TENDER NO.MMTC/CO/GT/RS/M-CH-TU-COM-K/2013-14/07/9132 dated 15.10.2018 within **15** working days of receipt of intimation from MMTC regarding receipt of permissions by MMTC from the respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material.

C. Documents for final payment

Seller shall draw the final residual value (i.e. 100% value minus advance payment(s) received) against presentation of the SELLER drafts drawn at sight accompanied with following documents.

- Full set of Clean Ocean or Charter party Bill(s) of Lading.
- Signed Commercial Invoice(s).
- Certificate of Origin.
- Certificate of Quality/ Quantity & Stuffing

On the request of Buyer, MMTC may consider to provide additional documents, like fumigation certificate, packing list, Phytosanitary certificate etc.

D. Payment Clause for MTPL

Within **15** (fifteen) working days of receipt of signed contract from MMTC (mail or fax copy), MTPL shall remit 20% advance payment plus applicable TCS and 5% NBA charges to MMTC.

Balance 80% payment along with applicable TCS will be remitted by the Buyer within **15** (fifteen) working days of receipt of intimation from MMTC regarding receipt of permissions from respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material plus applicable TCS.

9. Inspection

No third party inspection for quality/ quantity will be allowed as the goods are being sold on "As is Where is Basis" and the quality declared by Grading Agency in India will be deemed as final. The

buyer will be allowed to appoint a third party or send his own representative at their cost to supervise stuffing of Red Sanders.

10. Surveyor

MMTC may appoint a surveyor to monitor and supervise the stuffing of cargo into containers and loading of stuffed containers on vessel nominated by the Buyer.

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11. Insurance

The goods will be sold on FOB basis at Nhava Sheva/Mumbai / Chennai / Tuticorin/ Kolkata port, hence, insurance from Load port to discharge port will be to the account of the bidder.

12. Representations & Warrantie

- i. BUYER makes the following unqualified Warranties and Representations to MMTC that:
- ii. BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer's country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT;
- iii. This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms. The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.
- iv. Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect MMTC/ SELLER will not be bear the loss.

13. Force Majeure

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

If operation of such circumstances exceed 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 dangers”.

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. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract”.

14. Arbitration

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All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the Tender.

15. Confidentiality

This CONTRACT, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other Party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other Party.

All such information shall be used by the other Party only for the purpose of performance of this CONTRACT.

The restriction here in above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this CONTRACT.

This provision, as far as practicable, shall apply to all the concerned officials of either Party. This clause shall survive upon termination of this CONTRACT.

DRI has allocated the Red Sanders to MMTC for export. Sharing of information with DRI will not be violation of this clause.

16. General Terms

- i. This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.
- ii. All terms & conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.

It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In

particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and

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forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

iii. Buyer will not re-export Red Sanders imported/ purchased through MMTC's tender, into India.

17. Holiday Listing: Notwithstanding anything contained in this agreement, MMTC's policy for Holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the Buyer while discharging its obligations under the agreement or otherwise, comes within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend /discontinue dealings or take any curative measures with the Buyer in accordance with the policy in force.

18. Termination

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD and Performance Guarantee. MMTC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.

19. Indemnity

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this contract and in connection with TENDER NO.MMTC/CO/GT/RS/M-CH-TU-COM-K/2013-14/07/9132 date 15.10.2018

20. Jurisdiction

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this contract. All disputes arising out of this contract shall be decided in accordance with the laws of India.

21. Disclaimer

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

22. FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other

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benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, 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.

FOR & ON BEHALF
OF **MMTC Limited**

FOR & ON BEHALF
OF BUYER

Place: New DelhiDate:2018.

TENDER NO.MMTC/CO/GT/RS/M-CH-TU-Kol/Com/2013-14/07/9132 Date 15.10.2018

ANNEXURE-VII

INTEGRITY PACT

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 has appointed SHRI D R S CHAUDHARY, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,
NEW DELHI – 110 003.

Email id : 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.

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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.

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- 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.

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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

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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)
 (Office Seal)

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

Place :
 Date :

Witness 1 :
 Name :
 Address :

Witness 2 :
 Name :
 Address :

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