



CORRIGENDUM NO.2, Dated 19.06.2018

E-Tender No: MMTC/CO/PROJECTS/HLSG/2016-17, dated: 21.05.2018

NOTICE INVITING BIDS FOR COMMERCIAL UTILISATION OF MMTC LAND AT GOA

Clause	Existing	Amendment
3 Zoning Provision	<p>3.2.1 Consent from Collector South Goa : The land is leased to MMTC by Government of Goa for 99 years and as per Clause no 3 and 4 of Lease Deed dated 28th July 2005, MMTC cannot sub lease or transfer or change the use without prior permission of Lessor i.e. Collector South Goa. Hence consent from Collector would be needed for sub leasing the structure and change in use other than residential and commercial. An application by the successful bidder along with MMTC proposal details will have to be submitted for the consent.</p>	<p>3.2.1 Consent from Collector South Goa : The land is leased to MMTC by Government of Goa for 99 years and as per Clause no 3 and 4 of Lease Deed dated 28th July 2005, MMTC cannot sub lease or transfer or change the use without prior permission of Lessor i.e. Collector South Goa. Hence consent from Collector would be needed for sub leasing the structure and change in use other than residential and commercial. An application by the successful bidder along with MMTC proposal details will have to be submitted for the consent.</p> <p><u>Added to 3.2.1</u></p> <p>MMTC will issue Letter of Intent to the successful bidder by giving four months time to obtain the clearance from the concerned Authorities from the Goa Government. If the Successful Bidder is unable to get the clearance from the concerned Authorities within a period of four months time, then on the request of the successful Bidder, period can be extended further for two months.</p> <p>The decision whether to grant further extension or scrap the tender after expiry of six months rests with MMTC only.</p>

Clause 6 (Terms and Conditions)	New Addition		New addition of clause 6.17 In case, the H1 bidder fails to submit PBG/PG 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 only.	
6.18 (Schedule of bidding Process)	Event	Date & Time	Event	Date & Time
	Technical Bid & E Bid due date / bids submission date	20.06.2018 – 1400 hrs	Technical Bid & E Bid due date / bids submission date	03.07.2018 – 1400 hrs
	Opening of technical Bids	20.06.2018 – 1500 hrs	Opening of technical Bids	03.07.2018 – 1500 hrs
	Opening of Price Bids	22.06.2018 – 1500 hrs	Opening of Price Bids	05.07.2018 – 1500 hrs
10.0 Submission of Bids	10.1.1 Part A: <u>Technical Bid:</u> (physical format /hard copy). The documents to be enclosed with technical bid are a) Form A b) MMTC NIT Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of Tender enquiry and acceptance of all terms and conditions of the e-tender c) authority letter d)integrity pact, e) Mandatory Details of Bidder (Form H), DD/Pay order drawn in name of MMTC Limited towards Bid processing fee of Rs 5000 plus GST of 18% (f) Bid Security/EMD as described in para 8 . Technical bid to be deposited in the tender box placed at III floor at the		10.1.1 Part A: <u>Technical Bid:</u> (physical format /hard copy). The documents to be enclosed with technical bid are a) Form A b) MMTC NIT Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of Tender enquiry and acceptance of all terms and conditions of the e-tender c) authority letter d)integrity pact, e) Mandatory Details of Bidder (Form H), DD/Pay order drawn in name of MMTC Limited towards Bid processing fee of Rs 5000 plus GST of 18% (f) Bid Security/EMD as described in para 8 . Technical bid to be deposited in the tender box placed at III floor at the	

	<p>following address:</p> <p>Additional General Manager (Projects) MMTC Limited, Core 1 Scope Complex, Lodi Road, New Delhi 110003</p>	<p>following address:</p> <p>Additional General Manager (Projects) MMTC Limited, Core 1 Scope Complex, Lodi Road, New Delhi 110003</p> <p>INTEGRITY PACT – Added at Form “I” is applicable to contracts above Rs.20 Crore. All bidders are required to sign and submit this form alongwith technical bid documents.</p>
15	<p>Execution of Lease Agreement</p> <p>The Bidder whose bid is accepted shall be required to appear in person at the office of the Additional General Manager , MMTC Core 1 Scope Complex or MMTC office at Goa and execute the Lease Agreement as per format at Form E within 120 days of issue of LOA by MMTC after fulfilling following conditions within 105 days of issue of LOA :</p>	<p>Execution of Lease Agreement</p> <p>The Bidder/ his representative whose bid is accepted shall be required to appear in person at the office of the Additional General Manager, MMTC Core 1 Scope Complex or MMTC office at Goa and execute the Lease Agreement as per format at Form E within 120 days of issue of LOA by MMTC after fulfilling following conditions within 105 days of issue of LOA subject to receipt of permission from concerned Authorities of Government of Goa, above clause no. 3.2.1 also refer.</p>
16	<p>Form of Lease Agreement</p> <p>Each Lease Agreement shall be complete in respect of the document it shall so constitute. Not less than 3 (three) copies of the Lease Agreement shall be signed by MMTC and the Lessee and one copy given to the Lessee. The Lease Agreement required to be executed by the Bidder whose Bid is accepted shall be as per specimen form specified in the Bid Form. The stamp duty and registration fees for registering the Lease Agreement, if required under Applicable Laws shall be borne and</p>	<p>Form of Lease Agreement</p> <p>Each Lease Agreement shall be complete in respect of the document it shall so constitute. Not less than 3 (three) copies of the Lease Agreement shall be signed by MMTC and the Lessee and one copy given to the Lessee. The Lease Agreement required to be executed by the Bidder whose Bid is accepted shall be as per specimen form specified in the Bid Form. The stamp duty and registration fees for registering the Lease Agreement, if required under</p>

	paid by the Selected Bidder/Lessee.	Applicable Laws shall be borne and paid by the Selected Bidder/Lessee. MMTC will enter into lease agreement with the successful bidder (who has been issued Letter of Intent) only after requisite permissions obtained by the bidder from the concerned Authority of Goa. All dues would be effective from the date of signing of lease agreement.
Bid Form C (2nd Page – Financial proposal)	I /We offer Rs _____ per square meter as Lease Premium for grant of lease rights of 12650 sq meter land at Sada Headland Mormagoa for period of thirty years from the date of award . The lease premium will be in addition to the charges related to the land like lease rent, user charges, water charges, property tax and any other tax/surcharge levied on the land. The Lease Premium with aforesaid charges will be paid to MMTC . We also agree for annual escalation of 10 % of the lease premium from the 3rd year	I /We offer Rs _____ <u>Per Year, lump-sum</u> Lease Premium for grant of lease rights of 12650 sq meter land at Sada Headland Mormagoa for period of thirty years from the <u>date of signing the lease agreement</u> .The lease premium will be in addition to the charges related to the land like lease rent, user charges, water charges, property tax and any other tax/surcharge levied on the land. The Lease Premium with aforesaid charges will be paid to MMTC. We also agree for annual escalation of 10 % of the lease premium from the 3rd year

FORM – I

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.
- c) MMTC will exclude from the process all known prejudiced persons.

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

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

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

- a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
 - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

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

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

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

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.

3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

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

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.

2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.

4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this,

the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
(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 :

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

ALL OTHER TERMS AND CONDITIONS OF THE TENDER SHALL REMAIN UNCHANGED. THIS CORRIGENDUM ALONGWITH CORRIGENDUM NO 1 DATED 28-05-2018 ARE INTERGAL PART OF THE TENDER NO. MMTC/CO/PROJECTS/HLSG/2016-17, DATED: 21.05.2018 www.mmtclimited.gov.in & www.eprocure.gov.in