

## **MMTC LIMITED**

**MMTC Limited, 4<sup>th</sup> Floor, Jos Trust Building, Chittoor Road, Ernakulam, Kochi  
– 682 035**

### **TENDER FOR APPOINTMENT OF SURVEYOR FOR EXPORT OF RED SANDERS**

**TENDER NO: MMTC/KOCHI/RS/SURVEY/2022-23/2**

**May 23, 2022**

#### **1. BACKGROUND**

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi, invites bids from Reputed Surveyors' for undertaking the job of monitoring and supervising the stuffing of cargo in containers/wooden pallets at allotted locations and loading of stuffed containers/wooden pallets on vessel or as air cargo, nominated by buyer through **Kochi Seaport / Kochi Airport in the course of Exports**. The stocks of Red Sanders are in the possession of DIRECTORATE OF REVENUE INTELLIGENCE, GOVERNMENT OF INDIA (DRI) and stored at various locations at **Para 4 below**.

Directorate of Revenue Intelligence (DRI), New Delhi, has allotted the stock of Red Sanders to MMTC for Export. This tender is being floated by MMTC for appointment of Surveyor (hereinafter referred to as "Agency"). The Agency will be required to monitor and supervise the stuffing of Red Sanders wood in log form into containers at allotted locations and loading of stuffed containers / wooden pallets on vessel or on as air cargo and issue Certificate of Stuffing, Certificate of Quantity etc. The agency will be further required to co-ordinate with CLEARING AND HANDLING AGENT (CHA) appointed by MMTC, Customs, and any other agency / authorities as required for export of Red Sanders from **Kochi Seaports / Kochi Airport by container/wooden pallets**.

#### **2. DATE SHEET**

<b>Pre-Bid conference</b>	<b>1500 Hrs. (IST) on 02/06/2022 (Thursday)</b>
<b>Tender closing time/ date (Bids to be submitted latest by)</b>	<b>1500 Hrs. (IST) on 22/06/2022 (Wednesday)</b>
<b>Tender Opening time/ Date (Techno-Commercial Bids)</b>	<b>1600 Hrs. (IST) on 22/06/2022 (Wednesday)</b>
<b>Tender Opening Time/Date (Price Bids of qualifying Bidders)</b>	<b>1500 Hrs (IST) on 28/06/2022 (Tuesday)</b>

In case of Change date / time / venue shall be informed to the bidders by E mail/Phone atleast 24hrs before opening the price bid.

### **3. QUALIFICATION CRITERIA FOR BIDDERS:**

The bidder should fulfill the below mentioned criteria:

#### **3.1 Technical:**

- 3.1.1 The bidder should have valid surveyor license/registration. A self attested copy of the said licence / registration is to be enclosed.
- 3.1.2 The bidder should have handled goods worth Rs. 50 crore cumulative during last 3 Financial Years. Certificate issued by Chartered Account in support of this to be enclosed.
- 3.1.3 The bidders should preferably have sound knowledge in the field of surveying along with experience in monitoring and supervising the stuffing of Timber logs into Containers and loading of stuffed containers on vessel, etc. A declaration of the same to be submitted by the bidder.
- 3.1.4 The bidders should be fully conversant with custom's formalities and possess required approvals / licences from Government Authorities for handling the above-mentioned job.

#### **3.2 Financial:**

- 3.2.1 The bidders should have positive net worth of at least Rs. 50 lakh as on 31-03-2022. Certificate issued by Chartered Accountant to be enclosed.
- 3.2.2 Should have recorded minimum annual turnover of **Rs. 10 Lakh** during the previous year or **Rs. 15 lakh** cumulative during last 3 years. Certificate issued by Chartered Accountant to be enclosed.

### **4. LOCATION OF RED SANDERS:**

Red Sanders stock logs are lying in containers and in loose form at various locations in the state of Kerala and Tamil Nadu.

### **5. EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE:**

#### **5.1 EMD**

The technical bid shall be accompanied with EMD in form of Demand draft/ pay order, for **Rs. 10,000/-** in favor of "MMTC Limited" payable at Kochi, India. No interest will be payable on the EMD amount. EMD of the unsuccessful Bidder(s) will be refunded within (7) working days without interest after the finalization of the tender.

## **5.2 Performance Bank Guarantee**

The successful bidder will be required to establish Performance Bank Guarantee (**PBG**) for **10%** of contract value within 7 working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable for 365 days from the date of its issuance. The PBG should be as per the prescribed format (**ANNEXURE-I**) and shall be issued by a Schedule Bank/Nationalized Bank other than Co-Operative bank, Gramin Bank, Dhanlakshmi Bank and Nainital Bank.

In case the highest bidder fails to submit the PBG, MMTC reserves the right to forfeit the EMD. The successful bidder can also submit PBG in form of Demand Draft or fund transfer to MMTC which will not bear any interest. The successful bidder shall also adjust the EMD amount towards PBG and submit PBG for the balance value in the form of Bank Guarantee or fund transfer or demand draft.

## **6. GENERAL TERMS & CONDITIONS:**

- 6.1 The Red Sanders may be in logs, chips, butt ends and saw dust form. Bidders shall have to complete the job / operations within the time period prescribed in the LOA or as per written instructions given by MMTC from time to time. The Agency will co-ordinate with MMTC officials, Vessel's Agent / Master, Customs, CHA appointed by MMTC & other Government officials and agencies as and when required for all allied operations. On completion of stuffing of Red Sanders, Agency is required to issue certificate of stuffing as per the requirement and certificate of quantity. The Agency will ensure that at the time of stuffing there are no losses take place as each and every log of Red Sanders has been already weighed.
- 6.2 The Bidders will have to quote necessarily for all lots but it would be MMTC's discretion to allocate one / more or all the lots and additional lots depending upon response of Bidders and performance of the Contract.
- 6.3 The bidder should not have been black listed by any government agency. The bidder shall have to submit an undertaking as per ANNEXURE (III) along with technical bid.
- 6.4 EMD of the unsuccessful Bidder(s) will be refunded within (7) working days without interest after the finalization of the tender.
- 6.5 MMTC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- 6.6 Bidders shall keep MMTC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of/or in connection with this tender.
- 6.7 MMTC may terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case MMTC's opinion shall be final and binding. The termination shall be effective immediately from the date of issue of such notice in writing.

6.8 Bidder shall sign & submit with technical bid all the pages of this tender document (along with annexures) as token of acceptance of the terms & conditions stated therein to be submitted in the envelope for Techno-commercial Bid.

## **7. SUBMISSION OF BIDS:**

7.1 The bidders may download the tender document from MMTC's website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in).

7.2 The Bidders are required to submit offers in TWO BID SYSTEM i.e., in two separate closed envelopes, one super scribed as "Techno- Commercial Bid" and the other as "Price Bid" as per formats given in ANNEXURE II-A and II-B respectively. Both the envelopes should be separately sealed and super scribed with Tender No., date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., date, Name & address of the Bidder and shall be addressed to **MMTC Limited, 4<sup>th</sup> Floor, Jos Trust Building, Chittoor Road, Ernakulam, Kochi – 682 035, Mob. Nos.: 9387463311 / 9448323526.** Offers over phone, fax or email will not be entertained.

### **7.3 Techno- Commercial Bid**

The envelope super scribed as "Techno- Commercial Bid" must contain the followings:

7.3.1 Duly signed and stamped Techno- Commercial Bid as per Annexure "II-A".

7.3.2 Copies of documents in support of bidder's experience as surveyor for bulk as well as for containerized cargo as per clause 3.1.2 to 3.1.4.

7.3.3 Demand Draft/ Pay Order of **Rs. 10, 000/-** towards EMD as per clause No. 5.1, in favour of MMTC payable at Kochi.

7.3.4 Signed and stamped copy of tender Documents (Note: Each page to signed and stamped).

7.3.5 Copies of Registration Certificate with ROC, PAN No., Service Tax Regn. Certificate, GST etc., as applicable.

7.3.6 Undertaking as per ANNEXURE "III".

7.3.7 Self attested Audited annual accounts for the last 3 years as per clause 3.2.2.

7.3.8 Copy of valid license as per clause 3.1.1.

7.3.9 Authorization letter from Company for person authorized to sign above documents.

7.3.10 Positive net worth as on 31.03.2022. Certificate issued by Chartered Accountant to be enclosed as per clause No. 3.2.1. (In case closing of accounts as on 31.03.2022 has not been

finalized, then valid reason may be given in writing with company's letter head along with net worth particulars of 31.03.2021)

#### **7.4 Price Bid**

The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (II-B) of tender document duly signed and stamped by the bidder. The bidder will have to quote for all the lots separately.

- 7.5 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.
- 7.6 The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned above in the tender box kept at the Reception in MMTC office at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in MMTC's **Kochi Office** only. The techno commercial bids shall be opened on the same day at MMTC's **Kochi Office** in the presence of the bidders' representatives desirous to be present.
- 7.7 The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

#### **8. PRE-BID CONFERENCE:**

A Pre-Bid conference will be held at **MMTC Limited, 4<sup>th</sup> Floor, Jos Trust Building, Chittoor Road, Ernakulam, Ernakulam, Kochi – 682 035** at 1500 hrs on **June 2, 2022**. Phone Nos. 9387463311 / 9448323526 E-mail IDs: [mrgprasad@mmtclimited.com](mailto:mrgprasad@mmtclimited.com) / [btmbglr@mmtclimited.com](mailto:btmbglr@mmtclimited.com) wherein only the interested Bidders can seek clarifications on issues related to the tender/ work. Bidders may forward their queries, if any, to the above email id before pre-bid conference for clarifications.

#### **9. AWARD OF BID & SIGNING OF CONTRACT:**

**The bids shall be evaluated on lot-wise basis.**

The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts (in line with Annexure –IV) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, Kochi, within 3 (three) working days of issuance. MMTC's representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder. In case of delay in signing the contract by the bidder, MMTC may forfeit the EMD and award the contract to any other bidder.

#### **10. VALIDITY OF BID:**

The bidder agrees to and shall hold his bid valid for 6 months from the date of opening of price bids. However, the bidder agrees to extend the bid for a further period of three (3)

months on the existing terms and condition in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

**11. 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 bonafide.

**12. JURISDICTION:**

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

**13. INDEMNITY:**

The Bidder/Agency 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. FORCE MAJEURE:**

- i. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond MMTC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of MMTC there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

**15. ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the

breach thereof shall be settled by arbitration in accordance with the Arbitration and conciliation Act 1996 and rules thereunder and the Award made in pursuance thereof shall be binding on both the parties. The venue for Arbitration shall be Kochi. The appropriate Courts in Kochi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **16.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 [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) 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) 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.

**17. INTEGRITY PACT**

The Successful bidder on award of the contract has to sign the Integrity pact as per **ANNEXURE – V** and provide the mandatory information as per **ANNEXURE - VI**

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**Annexure -I**  
**Tender for Appointment of Surveyor for export of Red Sanders**

**PERFORMANCE BANK GUARANTEE FORMAT**

(To be executed by any Scheduled Bank other than Cooperative/Gramin Bank, Dhanlakshmi Bank & Nainital Bank)

MMTC Limited,  
4<sup>th</sup> Floor, Jos Trust Building  
Chittoor Road  
Opp. YMCA Junction  
Ernakulam, Kochi – 682 035

Whereas M/s. MMTC Limited, is a Govt. of India Enterprise having its Regd. Office at: Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, having its Regional Office at MMTC Limited, Chennai House, 6, Esplanade, Chennai – 600 108 and Sub Regional Office at MMTC Limited, 4<sup>th</sup> Floor, Jos Trust Building, Chittoor Road, Ernakulam, Kochi – 682 035 (hereinafter called ‘MMTC’) which term shall include the successors and assigns, has floated tender for appointment of Surveyor for export of Red Sanders from Kochi Seaport / Kochi Airport.

AND WHEREAS M/s. \_\_\_\_\_(hereinafter called the Applicant) has been declared successful in the bid for Surveying of \_\_\_\_ MT of Red Sanders.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of 10% of the value of the Contract.

AND WHEREAS, we \_\_\_\_\_Bank (hereinafter called the ‘Bank’) which term shall include its successors and assigns, have agreed to furnished Bank Guarantee on behalf of the Applicant in favour of MMTC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON \_\_\_\_\_WITNESSETH AS UNDER:-

1. Against Contract No./LOA \_\_\_\_\_ Dated \_\_\_\_\_ entered into between the MMTC (hereinafter called the ‘MMTC’) and M/s \_\_\_\_\_ (hereinafter called the Applicant ) this is to confirm that at the request of the Applicant, we hereby \_\_\_\_\_ (Bank) unconditionally and irrevocably guarantee to pay to MMTC immediately on its first demand. Rs..... without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from MMTC Limited, for any failure /default in performing any term and condition of Surveyor agreement No..... Any such demand made on the Bank by MMTC shall be final and conclusive and binding on us as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

2. We also undertake to pay to MMTC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under this Guarantee shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.
3. We further agree that MMTC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by MMTC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of MMTC, or any indulgence by MMTC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.
4. This Guarantee is valid for a period of 365 days (one year) from the date of issue and claim against this Guarantee can demanded on us upto six months from the date of expiry of Guarantee period and we undertake to pay the amount to MMTC by demand draft across the counter.
5. We shall forthwith irrevocably bind ourselves and undertake to pay to MMTC the amount claimed by it upto the amount guarantees hereunder. In case the Bank fails to pay the amount to MMTC on the date of MMTC's demand in writing, then the Bank shall be liable to MMTC over and above the amount claimed by MMTC interest thereon @ 18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to MMTC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of MMTC against the Applicant under this Guarantee.
6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of MMTC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.
8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of Rs.....(in words)..... And shall stand completely discharged and the right of MMTC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2022 at Kochi.

Sign. Of Authorised Official of Bank

Witnesses:

**ANNEXURE II (A)**  
**TECHNO-COMMERCIAL BID**

1. Name & communication address of Bidder  
Website address & Email ID \_\_\_\_\_ Mob. No. \_\_\_\_\_
2. List of documents attached with Bid as per clause 7.3 of the tender:
3. Names of Sole Proprietor/Partner/Director,
4. Name & Designation of the Authorized Signatory & contact person  
Full Address, Telephone number, fax number, and mail ID.
5. Letter of authorization from Government ports issued to agency/associate \_\_\_\_\_
6. Name & Designation of the Authorized Signatory & contact person.
7. Whether the agency is agreeable to enter into agreement for a period of one year\_\_\_\_-  
\_\_\_\_\_.
8. **Financial Details (All figures to be mentioned in Rs.)**

Financial Year	Turnover(Rs in Crore)	Net Worth as on close of FY(Rs.in crore)
2021-22		
2020-21		
2019-20		

9. **Details of experience with Orders executed (Bidders may provide the detail duly certified by Chartered Accountant)**

Financial Year	Name of Client	Products handled	Qty.Handled(MT)	Value of work executed(Rs) Lakhs
2021-22				
2020-21				
2019-20				

10. Name, address, account number, IFSC/NEFT code of the banker\_\_\_\_\_
11. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed) \_\_
12. GST Registration No. of the bidder (certified copy as proof to be enclosed) \_\_\_\_\_

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with Stamp:

Place:

Date:

**ANNEXURE II B**

**PRICE BID**

A. Monitor and supervise the stuffing of cargo in containers/wooden pallets at allotted locations and loading of stuffed containers/wooden pallets on vessel or as air cargo from Kochi Port:

Sl. No.	Location of Red Sanders (Customs Port/CFS/Ware house address etc.)	Lot No. / SL. No	Approx. Qty. (in MT)	Rate PMT (Rs.)
1.	Falcon CFS, Kalamerry, Cochin	37	12.812	
2.	Falcon CFS, Kalamerry, Cochin	38	21.740	
3.	Kerala State Warehouse Godown, Eloor, Cochin	39	12.124	
4.	Kerala State Warehouse Godown, Eloor, Cochin	40	25.131	
5.	Central Excise, Pollachi	41	20.538	
6.	M/s Gateway Distriparks CFS, Vallarpadam, Cochin Container	42	11.789	
	Total		104.134	

**Rate shall be all inclusive (a consolidated one), which shall be inclusive of cost of all the mentioned services as per clause No. 1 and as per scope of work in draft agreement (Annex. IV), GST and other taxes, if any, as per statute.**

Sign.

With Stamp & Date

**ANNEXURE –III.**

**Proforma of declaration regarding banning of business dealings.**

**(To be submitted on the letterhead of the bidder)**

**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm**

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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**In case of Company**

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the undersigned:

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

## ANNEUXRE- IV

### CONTRACT

#### CONTRACT FOR APPOINTMENT OF SURVEYOR

This agreement is made on \_\_\_\_ day of \_\_\_\_\_, 2022 between MMTC Limited, (address, telephone, fax, mail ID of SRO, Kochi, INDIA) hereinafter called “MMTC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND M/s ..... (Name & address, telephone, fax, mail ID of Agency) hereinafter called the AGENCY (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS MMTC has agreed to appoint the Agency for monitoring and supervising the stuffing of cargo in to containers/wooden pallets at allotted locations and loading of stuffed containers on vessel or as air cargo, etc for export of Red Sanders and the Agency has agreed to perform all the work assigned to them by MMTC on the terms & conditions hereinafter mentioned.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

#### **1. Scope of work**

- 1.1 The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at various locations in Kochi (Kerala) and Pollachi (Tamil Nadu) states. The Agency shall act as a Surveyor to monitor and supervise the stuffing of cargo into containers/wooden pallets and loading of stuffed containers/wooden pallets etc. on vessel or as air cargo, on behalf of MMTC. The agency will be further required to co-ordinate with CLEARING AND HANDLING AGENT (CHA) appointed by MMTC, Customs, and any other agency as required for export of Red Sanders from **Kochi Port**. The Agency will ensure that only approved goods are stuffed into containers for shipment.
- 1.2 The Agency shall keep date wise record of weight of the cargo stuffed into the containers and movement and proof thereof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.
- 1.3 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for completing the job.
- 1.4 The Agency shall maintain a proper account of quantity lifted from each CFS and other locations and delivered to the Buyer’s nominated shipping agent duly stuffed into containers.



- 1.5 Agency shall monitor and supervises the fumigation of stuffed containers. If required, Agency shall monitor and supervise for Phytosanitary.
- 1.6 The Agency shall arrange to prepare and immediately submits reports / documents to MMTC as and when demanded. Any amendment required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to MMTC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform MMTC accordingly.
- 1.7 The Agency shall prepare Certificate of Quantity and Certificate of Stuffing, etc strictly as per the terms of contract/letter of credit and shall be responsible for timely dispatch of same to MMTC. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation/realization of the proceeds.
- 1.8 Agency shall keep valid license / permission granted to him by Customs, Port Authority, or any other Authority as required, till the completion of the contract (if awarded).
- 1.9 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for carrying out the job.
- 1.10 Agency shall be responsible for employing suitable labour/ works men at the site as per the prevailing labour laws of India i.e., The Contract Labour (Regulation and Abolition) Act, 1970 and Workmen's Compensation Act and MMTC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency. It shall also be the sole responsibility of the agency.

## **2. Maintenance of Records**

- 2.1 The Agency shall maintain proper upto date record of goods, stuffed container wise and shipped vessel wise and submit to MMTC as and when demanded.
- 2.2 The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents/ mis-happening arising out of any activity in the course of employment.
- 2.3 Without prejudice to any other provisions in this Contract , the Agency shall be bound to keep "MMTC" or any representative or employee of MMTC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law,

rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of MMTC as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the Agency and , if MMTC is required for any reason to take over the liability, MMTC shall deduct all such amount arising out of such liabilities from the security deposit/Performance Guarantee lying with MMTC under this contract or any other contract/agreement without prejudice to any other right/remedies available with MMTC in law or otherwise.

- 2.4 The rates mentioned in Price Bid shall include all costs and expenses and applicable taxes including GST etc as per statute and Agency is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

### **3. Performance Bank Guarantee**

Within seven (7) working days of signing the contract, the Agency shall provide Performance Bank Guarantee in the prescribed format provided by MMTC from any Scheduled Bank excluding Co-operative Banks, Gramin banks, Dhanlakshmi Bank and Nainital Bank for **10%** of the Award Value for proper performance of Agreement. The PBG shall be valid for a period of **one year initially** from the date of issuance in India. MMTC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG should be encashable at the counter of any Scheduled Bank in India on first demand. The successful bidder can also submit PBG in form of Demand Draft or fund transfer to MMTC which will not bear any interest. The successful bidder shall also adjust the EMD amount towards PBG and submit PBG for the balance value in the form of Bank Guarantee or fund transfer or demand draft.

### **4. Rates**

- 4.1 The Agency shall be paid an all inclusive rate of Rs.....(Rupees .....) per Metric Ton for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services, toll tax, octroi, entry tax, GST and other taxes, if any, as per statute.
- 4.2 The rates agreed with the Agency shall be in force during the pendency of the tender. There shall be no escalation in rates agreed to for whatsoever reason.

## **5. Taxes**

- 5.1 Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the tender/contract during the currency of the Agreement shall be the solely borne by Agency.
- 5.2 Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement to this effect would be issued on completion of transaction at the time of final settlement of bills.
- 5.3 In case of imported supplies, the seller shall be entirely responsible for all taxes, stamp, duties, license fee and other such levies imposed outside the purchaser's country (India) and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specially mentioned.
- 5.4 All domestic purchase shall be subject to TDS provision, if any as per GST Act. Further seller/Vendor shall comply with all the necessary statutory compliance including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply to MMTC, uploading the details of the invoice, payment of taxes, timely of valid statutory returns for the tax period in the Goods and Services (GST) portal.
- 5.5 In case, if any input tax credit of GST Act is denied or deemed is recovered from MMTC on account of any Seller/Vendor, including but not limited to non-payment of GST charges and recovered non-generation of e-waybill, non filing of returns, non-uploading/improper uploading of valid invoices raised on MMTC in the returns in the returns etc., the seller/Vendor shall indemnify MMTC in respect of all claims of tax, penalty and/or interest, loss, damage, costs expenses and liability that may arise due to such non compliance. Such amount shall be recovered from any payment due to the seller/Vendor of from security Deposit or any other amount available with MMTC in the same or in other contracts including future contracts, If any tax has been paid by the seller in pursuance of any demand on account of suppression, fraud or willful misstatement of facts, then the same shall not be passed on to MMTC through Debit notes or invoices or supplementary invoices.

## **6. Submission of Bills**

- 6.1 The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Clause 4.1 above. MMTC will process the bill and arrange to release amount as per Clause 4.1 above.
- 6.2 While releasing payment to the Agency, following deductions shall be made from the bills:-
  - 6.2.1 TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.

- 6.2.2 Losses or Damages suffered by MMTC for delay in movement beyond schedule given.
- 6.2.3 Amount due from the Agency, on any other account under this contract or any other contract.
- 6.2.4 Loss or damage to property of vessel/ port or godown, on account of negligent working of labourers of Agency.
- 6.2.5 Bills received after 90 days of the execution of the job shall not be entertained by MMTC unless satisfactory explanation is given by the Agency for the delay.

## **7. Payment Schedule**

- 7.1 On satisfactory completion of services, submission of reports / documents as asked by MMTC and 10 days after sailing of the vessel on completion of all document's payment will be release to Agency.
- 7.2 Agency will be required to submit proper bills along with all relevant documents needed for releasing the payment.

## **8. Claims**

- 8.1 Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of MMTC. All claims will be lodged promptly and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to MMTC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract. The Agency is required to seek refund claim, applications/claims filed by them on behalf of MMTC with Customs, Port Trust, Carriers/Vessel Agent, Insurance, Municipal, CHA etc. and any refund arising out of this claim is payable to MMTC.
- 8.2 No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by MMTC. However, if the Agency wants to lodge any claim arising out of this Tender it will be required to submit the same to MMTC, Kochi, within a period of 90 days from the date of dispatch of the entire cargo earmarked for each shipment. MMTC shall not entertain any claim on any account from the Agency after expiry of above period of 90 days.

## **9. Rights of MMTC**

- 9.1 MMTC reserves the right to appoint one or more Survey Agencies within the same territory.

- 9.2 In the event of Agency not observing any of the terms and conditions (MMTC's opinion shall be final & binding), MMTC has right to terminate the contract and to make alternative arrangements and also recover from the Agency all consequential losses suffered by MMTC.
- 9.3 MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- 9.4 MMTC has right to inspect the Cargo at any time and verify relevant records/documents.
- 9.5 Agency will have to quote necessarily for all lots but it would be MMTC's discretion to allocate one / more / all the lots depending upon response of Bidders and performance of the Contract. MMTC reserves right to allot additional quantities in case of new allotment from DRI on the same terms and conditions and mutually agreed rates.

## **10. Subletting of Contracts**

The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of MMTC. For any subcontract entered into by the Agency with the consent of the MMTC the Agency shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

## **11. Handling Loss**

SINCE THE WEIGHT IS ALREADY DETERMINED AS SUCH THE AGENCY SHALL ENSURE OBTAINING THE SAME WEIGHT IN THE BL.

## **12. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and conciliation Act 1996 and rules thereunder and the Award made in pursuance thereof shall be binding on both the parties. The venue for Arbitration shall be Kochi. The appropriate Courts in Kochi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **13. Force Majeure**

During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions

or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond MMTC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

- 13.1 If by reason of any cause beyond the control of MMTC there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- 13.2 If the operation of such conditions continues to exceed three months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- 13.3 The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

#### **14. Indemnity**

The Bidder/Agency 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.

#### **15. Amendment**

Any alternatives/ amendments, changes modifications, addition/deletion to this tender shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).

#### **16. Notices**

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.

#### **17. Validity**

- 17.1 This contract shall be valid for a period of one year commencing from the date of its execution/signing by the parties.
- 17.2 MMTC reserves the right to extend this contract for further period of one year on existing terms & conditions on its sole discretion. In case of further extension of period beyond one year, the contract may be extended with mutual consent of both the parties.

- 17.3 MMTC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which MMTC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitled to terminate the work awarded to the Agency hereunder at their risk, cost and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to MMTC the loss, damages and costs and expenses which MMTC may have to suffer or bear as a result of its having to make such arrangements.
- 17.4 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MMTC shall prevail and shall be final and binding on the Agency.
- 17.5 In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

## **18. General Terms**

18.1 The Agency shall have their registered office at the port town/near the port town/container depot with email, fax and telephone facilities. MMTC shall not bear any expenses on account of STD/Trunk Call, Fax, email or courier sent to MMTC Office(s).

18.2 The Agency shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.

18.3 Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of MMTC.

18.4 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 Government 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 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.

## 19. **EMD**

The Agency has deposited EMD of Rs. 10,000/- with MMTC. In case, the Agency fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or fails to establish a Performance Bank guarantee as per Clause 3 above, MMTC will have the right to forfeit the EMD and to take action as deemed fit. EMD will be returned on satisfactory completion of services.

## 20. **Disclosure**

The associate hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, MMTC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also authorizes MMTC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments.

## 21. **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 [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) 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) 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.

## 22. Confidentiality

This Agreement, 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 Agreement.

The restrictions 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 Agreement.

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

(SIGNATURES OF )  
AUTHORISED SIGNATORY  
OF THE AGENCY

SIGNATURE OF  
AUTHORISED SIGNATORY  
OF MMTC KOCHI

**ANNEXURE - V**

**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 MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

**SECTION 1 – COMMITMENTS OF MMTC**

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A. NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE 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, MPMC 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, MPMC 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, MPMC 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**

IF MPMC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MPMC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

IF MPMC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MPMC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MPMC 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.

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 MPMC 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. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MPMC 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 MPMC 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 MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S) /BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/ VENDOR(S)/ BIDDER(S) WITH CONFIDENTIALITY.
4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.
8. THE WORD “**IEM**” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

## **SECTION 9 – PACT DURATION**

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE

BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTc.

**SECTION 10 – OTHER PROVISIONS**

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTc, I.E. NEW DELHI.
2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.
4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

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(FOR & ON BEHALF OF MMTc)  
BUYER/VENDOR/BIDDER)

(OFFICE SEAL)

.....  
(FOR & ON BEHALF OF

(OFFICE SEAL)

PLACE : .....

DATE : .....

WITNESS 1 : .....

NAME :

ADDRESS :

WITNESS 2 : .....

NAME

ADDRESS

**ANNEXURE -VI**

**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO/GST NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: \_\_\_\_\_

Name

Designation