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Road, New Delhi: 110 003.
PAN NO.AAACM1433E
CIN L51909DL1963GOI004033**

**TENDER FOR IMPORT OF YELLOW MAIZE (NON-GMO) AT VARIOUS PORTS
IN INDIA TENDER NO: MMTC/AGRO/IMP/MAIZE/2019-20/03 DATED: 17th
July 2019**

**CLOSING AT 1500 HRS. IST ON 30th July 2019 OPENING AT 1530 HRS. IST
ON 30th July 2019 BID TO BE VALID TILL 1730 HRS. ON 12th August 2019**

MMTC LIMITED (MMTC) INVITES BID(S) FROM FOREIGN SUPPLIERS/SELLERS FOR IMPORT OF YELLOW MAIZE (NON-GMO) AT VARIOUS PORTS IN INDIA.

INVITATION FOR BIDS:

The bids are invited from foreign suppliers/sellers of Yellow Maize (Non-GMO). The prospective suppliers/sellers are requested to submit their bid(s) as per the following detailed terms and conditions of this tender:

1. **COMMODITY:** Yellow Maize (Non-GMO) of Current Crop of optional origin. MMTC shall be free to select origin depending upon its judgment of prices received in the tender.
2. **COUNTRY OF ORIGIN:** Any origin to be specified by seller in technical and price bid.
3. **PACKING:** Loose in Bulk
4. **SPECIFICATIONS:** Yellow Maize (Non-GMO) meeting the following product specifications:

SR. NO	PARAMETER	SPECIFICATIONS	
1	MOISTURE	14.0 PCT	MAX
2	BROKEN GRAINS	4.0 PCT	MAX
3	FOREIGN MATTER	1.0 PCT	MAX

4	HEAT DAMAGED KERNEL	0.2 PCT	MAX
5	DAMAGED KERNEL	5.0 PCT	MAX
6	WEEVILLED GRAINS	6.0 PCT	MAX
7	MAIZE (NON-GMO) OF OTHER COLOUR THAN YELLOW	5.0 PCT	MAX
8	OTHER EDIBLE GRAINS	2.0 PCT	MAX
9	ORGANOLEPTIC	NATURAL STATE, SMELL AND COLOUR	
10	LIVE INSECT INFESTATION	NIL	
11	MICOTOXIN INCLUDING AFLATOXIN	Not more than 30 Micrograms per Kilogram	MAX
12	URIC ACID	Not more than 100 mg. per kg.	MAX

The total of Foreign Matter, other Edible Grains and Damaged Grains shall not exceed 9 Percent by weight. In case of deviation in quality parameters from the above parameters but within FSSAI norms is found at discharge port, penalty of 2% on weight for every 1% increase beyond contractual parameters may be levied at sole discretion of MMTC. In case the material is found beyond FSSAI Parameters, cargo shall be rejected and the seller to take back the material at their costs and consequences. In case of Broken Grains the above penalty would be applicable and the maximum permissible limit is 5%.

Testing methods as defined in CODEX Standard for maize grains (CODEX STAN 1531995, rev. 1-1995).

Barring the specifications contained herein, the bidder is expected to be conversant with various statutory regulations, including but not limited to FSSAI regulations and strictly comply with the same.

Additionally, the Maize should be non-GMO, strictly in adherence with the Phytosanitary requirements for import of plant/plant materials. Bidders are requested to kindly go through these requirements. All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof shall be strictly adhered to failing which the consignment will stand rejected.

5. QUANTITY FOR IMPORT AND SHIPMENTS: Loose in Bulk to be discharged at 24,000 MT (+/- 5%) (Maximum 25,000 MT) at Vishakhapatnam Port and 24,000 MT (+/-5%)

(Maximum 25,000 MT) at Mangalore Port, India. The bidder to bid for a minimum quantity of 24,000 MT (+/-5%) Maximum 25,000 MT. Partial shipments and transshipments shall not be allowed and comingled cargo shall not be allowed. It is the sole and absolute discretion of the buyer depending on the prices received in the tender to finalise the quantities.

FLOATING CARGO IS NOT ACCEPTABLE

It is the sole and absolute discretion of the buyer depending on the prices received in the tender to finalise the quantities.

Shipment Period:

01st August 2019 to 31st August 2019

01st September 2019 to 30th September 2019

01st October 2019 to 31st October 2019

6. **PRICE:** To be quoted in US\$ PMT C&FFO basis one safe Indian port/one safe berth at Indian ports in bulk by providing breakup for FOB and Ocean Freight, as per **Annexure IV basis payment by LC at sight or Cash Against Documents (CAD)**. The Contract shall be evaluated on C&F basis.

Based on the prices received by MMTC under this tender, MMTC reserves the right to accept prices based on L-1 quote under any of the shipment period for each port. The total quantity under this tender is 50,000 MT i.e. 24,000 MT(+/- 5%) each at both ports, shipment period would be at buyer's option

7. **BID VALIDITY:** Bid must remain valid upto 1730 hrs. IST on 12th August 2019
8. **BID BOND/EMD :** The bids shall be accompanied by a BID BOND, as per the attached BID BOND Proforma (**Annexure-II**) for at least **2% value** of the bid (on C&F basis), in **US Dollars** only. Bid Bond shall be valid for a period of 30 days beyond the bid validity. Bid Bond shall be returned to the unsuccessful bidders after award of contract.. The Bid Bond shall not carry any interest. Bid bonds of successful bidders will be returned after receipt of performance guarantee and signing of contract. Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.
9. **Deviations:**
- No Deviations shall be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations shall be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format on "Annexure VI".

10. **Eligibility**

Bid should be submitted by the foreign supplier directly. In case bids are submitted by authorized agent then there should be a formal authorization letter from the foreign supplier stating that the authorized agent has been given mandate to submit bid on their behalf.

11. **SUBMISSION OF BIDS:**

Bidders shall submit their offers separately in two-bid format:

Part A: Technical Bid: (electronic form only). The documents to be enclosed with electronic technical bid are (a) Technical Bid comprising of Quantity, Specifications, Discharge port, Packing, Shipment period,) etc as per Annexure-III, (b) MMTC E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of E-Tender enquiry and acceptance of all terms and conditions of the e-tender, (c) Authority Letter, (d) integrity pact, (e) Mandatory Details of Bidder (Annexure I).

Technical bid is to be uploaded on electronic mode by **1500 Hrs IST on 30th July 2019**.

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on **30th July 2019** latest by 15:00 hrs IST and received by MMTC at SCOPE Complex, Delhi.

Part B: Price Bid Price Bids are also to be submitted latest by **1500 hrs IST on 30th July, 2019** through electronic mode only (Annexure-IV).

The Bidders may note that they have to give the price of MAIZE along with its origin. In case the price bids are received with a single price without specifying the respective origin, the same would be considered as a deficient bid. Bidders are therefore required to quote prices with origin.

Both bids "**TECHNICAL BID**" and "**PRICE BID**" are to be submitted latest by **1500 Hours IST on 30th July 2019** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid.

Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to:

website <https://mmtc.abcprocure.com>

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL

FORM SHALL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure-IV

The technical bid of tender shall be **opened at 1505 Hrs. IST** and price bids of the bidder qualifying in technical bids shall be opened at **1530 hrs IST on same day i.e. 30th July 2019.**

The price bids shall be opened at 1530 hrs. IST on same day i.e., **30th July, 2019** at MMTC premises at the above address. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers shall be submitted as per price bid format provided at Annexure-IV. Bids with deviations may be summarily rejected. The bidder shall also have to submit a Certificate that the bid is in complete conformity with Tender Terms and Conditions per format on Annexure-VI.

The following terms shall also be complied with

- a) A duly authorized Local Agent of the principal may submit offers, act, and sign contracts and other documents. In case of any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on such local agent of the bidder, shall be admitted and held as valid as if served upon the principal/bidder.
 - b) Each page/document must be signed by the Bidder/their local agent.
 - c) The buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
 - d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
 - e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
 - f) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason there for.
12. **PERFORMANCE BANK GUARANTEE**: The successful bidder (Seller) is required to establish Performance Bank Guarantee (PBG) for 5% value of the contract (including + 5% tolerance), within five (5) working days from the date of Letter of Award with validity upto **31st January 2020**. Upon acceptance of PBG, the EMD shall be returned and shall not carry any interest. The EMD of the successful bidder shall be

forfeited/encashed without any notice if the successful bidder fails to furnish the required Performance Bank Guarantee within stipulated time period as above.

The PBG should be in the prescribed format (**Annexure-V**) from or through any Nationalised/Prime/First class International Bank and issued by their correspondent Bank in India and the PBG should be encashable at the bank's counter in India on first demand. The PBG shall be released on completion of Contract signed between buyer and seller (hereinafter referred to as "Contract") in all respects.

Invocation of Performance Bank Guarantee:

- (i) MMTC reserves the right to invoke the Performance Bank Guarantee if the successful bidder (Seller) commits any breach of contract or fails to fulfill any term(s) or conditions of the Contract, including but not limited to failure to supply goods within the stipulated time period.
- (ii) The Performance Bank Guarantee shall be released on successful and satisfactory execution of the Contract. No claim shall be admissible against MMTC in respect of interest on Performance Bank Guarantee regardless of the time of its release.
- (iii) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.

13. **INTEGRITY PACT:**

Integrity pact is to be signed by Bidder as per the attached format **Annexure VII** and is required to be submitted along with technical bid documents.

Bidder to submit mandatory information as per format at Annexure-I.

14. **DOCUMENTS CONSTITUTING CONTRACT:** The Invitation of Bids, the terms and conditions of this Tender, Offer of the Bidder/Supplier and Letter of Award issued by the Buyer, along with any amendment issued prior to signing of contract, shall constitute the Contract between the Buyer and the Seller.

15. **FUMIGATION:** The consignment must be treated by appropriate fumigant in the holds of the vessel, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003" with schedules and subsequent amendments. Cargo is accordingly required to be fumigated by Methyl Bromide @ 32 g/CU m @ 21 C for 24 hrs and above under NAP *at the port of

loading or in transit* and the treatment shall be endorsed on the Phytosanitary certificates.

If the export is being carried out from countries that do not permit/have phased out fumigation by Methyl Bromide, ***the seller will have the option to get the cargo fumigated by Methyl Bromide in transit or*** as per practice there and the same shall be endorsed on the Phytosanitary Certificate. Suppliers shall also have to provide a letter from the NPPO of the origin country certifying the reasons for not carrying out fumigation by Methyl Bromide, and submit the same along with the Phytosanitary Certificate.

If not fumigated In line with the PPQ requirements, or not providing necessary documents acceptable to authorities at discharge port, the cargo shall have to be fumigated by Methyl Bromide after arrival at the discharge port. All costs/risks/penalties in this regard shall be to the account of the seller. The time taken for this fumigation process, if carried out at the discharge port, shall not constitute as part of laytime. Seller shall be responsible for getting the cargo cleared by the Customs and the PPQ Authorities. 10% payment of the Invoice Value shall be released to the seller only after the cargo has been cleared for discharge by the Indian PPQ, Health, and other statutory Authorities, Customs, FSSAI clearance etc. at the discharge port and post landing survey on instructions of the buyer to its bank.

16. **INSPECTION:** The buyer to appoint a Pre-shipment Inspection Agency (PSI) at the load port at the Buyer's cost.
- a) Seller shall, on receipt of LC from the buyer/acceptance of CAD by buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and shall also ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
 - b) The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies in accordance with International Trade Practices, prior to loading of cargo tendered by the seller for shipment/dispatch;
 - c) The offered stock shall be rejected if it does not meet any of the Specifications;
 - d) The PSI shall allow sailing after proper airtight sealing of the covers of the holds/hatches;
 - e) PSI shall allow loading of the cargo into vessel only after due satisfaction that the vessel is fully fit for the loading of the cargo, in accordance with the tender terms and conditions. In case of any violations, PSI may refuse to accept the vessel;
 - f) Quantity, quality, weight, packing etc. certificate will be issued by the nominated PSI at the port of loading at the time of shipment;
 - g) PSI will ensure that the consignment conforms to Indian Plant Protection and Quarantine requirements.

17. **PAYMENT:** 90 % Payment by irrevocable non-transferable Letter of Credit at sight on presentation of documents strictly in compliance with the L/C or submission of complete set of documents in case of CAD

The balance 10% shall be released to the seller only after the cargo has been cleared for discharge by the Indian PPQ, Health, and other statutory Authorities, Customs, FSSAI clearance etc. at the discharge port and post landing survey on instructions of the buyer to its bank.

Should the cargo be required to be fumigated at the discharge port (Please refer to Clause 15 above), Original Fumigation Certificate for fumigation with Methyl Bromide carried out in transit in third country/at the discharge port shall have to be provided at the discharge port for clearance of cargo and therefore for the release of balance payment.

If the cargo on arrival does not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, the supplier shall have to take back the goods at their risk and cost. The decision to allow replacement shall be at MMTC's sole discretion. Furthermore, if, for any reason whatsoever, the cargo fails on any grounds during inspection by any of the mandatory agencies, and replacement of cargo is not undertaken, the seller shall be required to refund the entire amount realized by them through negotiation of shipping documents immediately upon the first demand raised by the buyer on the seller. The seller shall be required to provide a legal undertaking to the buyer to this effect, the format for which shall be provided in due course. In addition, the buyer shall be entitled to invoke the PBG and forfeit the invoked amount of PBG

Payment against CAD or on LC shall be against the following documents:

- a. Seller's signed Commercial Invoice in Quadruplicate+ 3 Copies;
- b. Full set of '**Shipped on Board**' Ocean Bill(s) of Lading, showing "FREIGHT PREPAID", GSTIN of importer, Import & Export Code of Importer and official email id of importer. The BL shall be signed by the Master of the vessel or by a named agent for and on behalf of the Master or Owner of the vessel;
- c. Certificate of Origin issued by a recognized Chamber of Commerce in Country of Origin in Triplicate;
- d. Certificate of Crop Year issued by the Inspection Agency nominated by the buyer at Buyer's cost;
- e. Certificate of Weight and Quality issued by Inspection Agency nominated by the buyer at buyer's cost;
- f. Fumigation Certificate (Methyl Bromide as per Clause 15 of this tender) issued by inspection agency certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing;

- g. Original Phytosanitary Certificate in conformity with the PPQ requirements of India.
- h. Certificate issued by a Govt. Agency/ or endorsed by Govt. (Agency). in the Country of Origin certifying that the cargo is Non-GMO, this certificate is required to be issued for each shipment/vessel;
- i. Certificate issued by a Govt. Agency/ Agency Authorised by the Govt. in the Country of Origin or any reputed inspection agency certifying that the cargo complies with stipulated levels of radioactivity;
- j. Shipment Advice to the buyer giving details of the shipment;
- k. Certificate of Holds' Cleanliness issued by Inspection Agency nominated by the buyer at Buyer's cost

- Negotiation under reserve is not acceptable.
- All bank charges in India are to buyer's account. However, in case the seller requires any amendment, the charges shall be to the seller's account;
- Stale Bill of Lading and Third Party Commercial Invoice shall not be acceptable; LC may be confirmed at Beneficiary's request. The confirmation charges shall be borne by beneficiary.

18. INSURANCE: The Buyer will insure the goods. The Seller shall latest **before 48 hours** of sailing of the vessel inform The Chief General Manager (Agro), MMTC Limited, Core 1 Scope Complex Lodi Road, New Delhi, India by Fax (No. +91 11 24364587) and email address (smodi@mmtclimited.com, cuk@mmtclimited.com, anilsoni@mmtclimited.com, achalmeena@mmtclimited.com) and telephone no. (+91 11 24381441/24361348) and the Insurance Company nominated by the Buyer, the following details of the shipment/dispatch: i) Name of the Vessel ii) Sailing/departure date iii) Port of Shipment/port of dispatch iv) Invoiced quantity and value of goods, Bill of Lading(s) no. & date. v) ETA of vessel at Indian Port.

If vessel's age is beyond 15 years, prior approval of buyer needs to be taken. The additional overage premium for the same to be paid to the Insurance company shall be borne by the Seller.

This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading. Number of the open policy cover supplied to the Seller by the Buyer shall be quoted in the Commercial Invoice.

Vessels shall not be over 15 years of age (In case of containerized cargo). If the vessels are above 15 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

MMTC would take Insurance Policy which covers ICC(A) with War & SRCC. Number of the open policy cover supplied by Buyer, shall be quoted in the Commercial Invoice by seller.

19. SHIPMENT:

The cargo to be discharged at an average rate of 2,500 MT each for Mangalore Port and Vishakhapatnam Port (Loose Bulk Cargo) Per Weather Working Day (PWWD SAT PM SHEXIEU) of 24 consecutive hours based on minimum number of four holds/hatches or prorata. Each hold/hatch must have one gear/crane. Sundays and Holidays excepted, even if used. If detained longer, receiver to pay demurrage as per charter party, maximum upto USD 5,000/- per weather working day and on prorata for any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half the demurrage rate for all the time saved. Lay time at discharge port shall commence 24 hours after the notice of readiness has been received in writing by Fax or cable by the receiver on all working days from Monday.

- a. The seller shall nominate vessels at least 7 days prior to loading, giving all particulars of the vessel including: Name of the vessel; ex-name(s) if any
- Classification
 - GRT/NRT/DWT
 - Holds/hatches
 - Type of vessel
 - Flag of vessel
 - Year & month of built/Age of vessel
 - Type, condition and capacity of gear/derricks/cranes • LOA
 - Beam
 - Name of Charterer/Disponent owners with full name & style
 - Details of P&I club for owners/charterers for cargo indemnity cover
 - current and validity of planned voyage
 - Hull insurance particulars and validity of cover
 - Particulars of performance of vessel's previous two voyages in the
 - immediate past under same ownership and operation.
- b. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Maize in bulk shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to the Ports/Docks in India.
- c. The nominated vessel(s) should have a clean record with no pending historical issues/disputes at the discharge Port or any other port in India. The buyer shall not be responsible for any consequences arising out of dubious history of the Shipping Company and/or the vessel(s) nominated by the seller. The buyer shall be fully indemnified against any damage/loss incurred due to any such historical/pending issues/disputes in this regard.
- d. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized

- classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer may form the part of the documents required under the Letter of Credit to be established by the Buyer.
- e. The vessel(s)' holds/hatches shall be dry and clean and fit for loading cargo(es) duly certified by the nominated surveyor. The nominated vessel(s) must be such that it can safely enter, berth, and discharge at the disport(s).
 - f. Nominated Vessel(s) shall not be over 15-years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided conditions of OAP as below are complied with. The vessel on its last voyage prior to ship-breaking will not be acceptable. The seller to give details of the last three voyages undertaken, including nature of cargo carried, load port and discharge port.
 - g. In case vessels are above 15 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Lloyds of London scale. For the purposes of OAP, the rates fixed by London Underwriters Association shall be applicable. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.
 - h. The nominated vessel(s) should be geared. Gearless vessel(s) shall be allowed subject to acceptance of port and MMTC's CHA, and if accepted, the vessel(s) should provide free power to the grab(s). Hiring charges for Crane(s) and/or grab(s) and/or any other equipment, as required, if any, shall be according to the port/CHA regulations and to the seller's account. The vessel(s) should be a bulk carrier(s). No twin decker vessel(s) shall be accepted
 - i. Seller shall ensure that vessels fixed have full marine insurance cover for Hull and Machinery and P&I insurance with P&I club in the International Group of Clubs or in case of Chinese flag vessels, with China Ship Owners Mutual Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture, the vessel possesses Hull and Machinery insurance and full P&I insurance cover liability of the owners and/or the charterers.
 - j. In any event, the Sellers must obtain a Certificate from the vessel owners and Charterer (if relevant) or their representative that the vessel owners and Charterers (if relevant) undertake to continue the Hull and Machinery and P&I insurance unaltered until completion of the discharge at the final destination ports as per Charter party.
 - k. Charter Party should provide that the owners of the vessel shall not change the ownership and/or the name of the vessel till completion of the voyage and discharge of the cargo and that the vessel is not intended for break up till the voyage is completed and cargo discharged.
 - l. Combining/co-mingling of Buyer's cargo with any other cargo shall not be allowed.

- m. All cargo loaded shall be in cargo holds. Transshipment and Shipment on deck are prohibited.
- n. After completion of loading, the seller shall, within 24 hours, inform the Buyer by Email/fax, complete details of cargo loaded, date of commencement and completion of loading, Bill of Lading No. & date and Invoice value. It shall also contain the ETA at the discharge port.
- o. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighterage and all lighterage expenses shall be Sellers/Ship's account. **Time taken for Lighterage shall also not constitute laytime.**
- p. Vessel to supply at discharge port at all time ropes and net slings free of charge. In case these are to be supplied by Buyer or its agent, same shall be at Sellers costs.
- q. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.
- r. Vessel shall give 15 days' notice to Buyer at their address given earlier. Thereafter 7 days, 3 days and 24 hours firm notices should be given.
- s. Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the port of discharge, completed all port formalities and filed application for berthing, obtained free-pratique, filed Customs and Import General Manifests, secured prior entry at Customs and has been cleared for discharge by Customs, PPQ and/or other statutory Govt. Agencies, therefore being ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owner's agent.
- t. NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays excluding Sundays, Charter Party holidays, and local holidays and between 1000 hours and 1300 hours on Saturdays.
- u. The cargo to be discharged at an average rate(s) as defined in Clause 4 of this tender document. The discharge rate shall be calculated Per Weather Working Day (PWWD) of 24 consecutive hours based on minimum 4 working hooks or prorata thereof.
- v. Lay time to commence 24 hours after a valid NOR is served and accepted. In the event of 24 hours period ending between:
 - 1200 to 2400 hours on Saturday,
 - Sunday/Charter Party Holidays/Port holidays/local holidays,
 - Between 1700 hours to 2400 hours on any working day, the lay time shall commence at 0800 hours the next working day.
- w. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay-time. Similarly, in case vessel is required to shift from

one berth to another berth, for whatever reason(s) the time taken in shifting shall not be counted as lay-time.

x. **Comingling of Cargo is not allowed**

20. **DEMURRAGE/DESPATCH:** Demurrage rate shall be as per Charter-party Agreement, to a maximum of US\$ 10,000 per day or pro-rata. Despatch to be half the rate of demurrage WTS. Any claim for demurrage should be lodged within 15 days from date of completion of discharge. Demurrage/despatch to be settled by respective parties within 60 DAYS of receipt of invoices and supporting documents. Statement of Facts to be signed by both parties or their agents and the Master of the vessel(s) immediately upon completion of loading.

The buyer reserves the right to ask for the Charter-party Agreement/Fixture Note for any vessel/shipment at any point of time.

21. **POST LANDING SURVEY:** In case of any damage/deviation in quality to the cargo or any shortages found at discharge port during survey or issues relating to the variety/quality of the cargo shipped, the claim shall be lodged by the Buyer on the Seller and shall be payable by the seller to the buyer in cash/settled against the 10% balance payment. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to MMTC Limited. In case supplier's representative fails to attend discharge port inspection on notice, the inspection report furnished by the discharge port survey agency would be treated as final and binding to supplier.

22. **DOCUMENTS:** The Seller shall send by fax/email, followed by courier to The Chief General Manager, MMTC Limited, New Delhi, India as per address given above, one set of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that original shipping documents presented to the negotiating bank are received by the LC opening bank or nominated bank in India before arrival of the cargo. If these documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to MMTC against MMTC's own simple Letter of Indemnity on its letter head and instruct the Shipping Agent accordingly.

23. **FORCE MAJEURE:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment 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 instalment 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 damages.

The party which is unable to fulfil 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 obligation under the contract.

24. **CANCELLATION OF CONTRACT:** If the seller fails to deliver the goods with in specified delivery period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

25. **Liquidated Damages:-**

In the event seller fails to effect shipment as per agreed shipment schedule as per clause 5, the buyer shall entitled to a rebate of US\$ 5.00 PMT per day subject to a maximum of **one week from the last date of shipment**. Rebate shall be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Performance Guarantee will be invoked and forfeited. The supplier failing to supply contracted quantity in terms of this contract will also be liable to be barred from participation in subsequent five tenders for import of pulses on Government account.

26. **ARBITRATION:**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi. The language of arbitration shall be English only.

27. **Jurisdiction:** The parties hereto agree that any matter of issue arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of courts of Delhi only.

28. **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 agency(s) while discharging its obligations under the Agreement or otherwise, come(s) 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 agency (s) in accordance with the policy in force.

29. The Bidder 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 also available on MMTC's website at <http://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) 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) 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) 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) 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) 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) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

30. DAMAGES: If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in the Buyer's country and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer.

31. GENERAL CONDITIONS:

- (a) Bids from bidders who have been blacklisted by Govt. of India/Govt. of India Agencies are liable to be rejected.
- (b) Bids are to be made in the Price Bid format – **Annexure-IV**.
- (c) Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND/DEMAND DRAFT and other documents, as required, are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax/E-mail shall not be entertained.
- (d) Bidders to certify, as per Certificate - **Annexure-VI** that the Bid is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
- (e) If at a later date, it is found that any bidder has given incorrect and misleading information/document(s), MMTC shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
- (f) The current imports shall be independent of any previous ongoing/completed contract that may have been entered into between MMTC and the bidder/seller.
- (g) MMTC reserves the rights to call for any additional information/documents from any bidder to this tender, and to be received by MMTC in the time frame as desired by MMTC.
- (h) MMTC reserves the right to cancel the tender in totality without assigning any reason.
- (i) The imports are being carried out by MMTC Limited under a special sanction by the Govt. of India, therefore, any delays in shipment shall not be allowed.
- (j) It may kindly be noted that Government of India shall not be a party to this transaction.
- (k) The Agreement / tender shall be governed and construed in accordance with the Indian Laws.

ANNEXURE-IMandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN 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

Annexure-II

BID – BOND PROFORMA

(On a stamp paper of Rs 100/- to be executed by any scheduled Bank through its Branch Office in New Delhi)

M/s. MMTC Limited
 Core-I, Scope Complex.,
 7, Institutional Area,
 Lodhi Road, New Delhi-110 003

Dear Sirs,

WHEREAS M/s _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ for supply of _____ MT of _____ (name of commodity) vide tender no. _____ dated _____ to MMTC Limited and the Bidder is required to submit a **Bid Bond of 2%** of the full value of the tender as a guarantee for fulfilment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC Limited, New Delhi the amount of US\$ _____, in case the Bidder wants to withdraw the offer or refuses to furnish the Performance Security, in accordance with the instructions to Bidders or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by MMTC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC Limited the payment shall be made immediately failing which interest @15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till **2019** in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____ (US Dollar _____ only) and it will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than _____ in India till midnight _____ unless a claim under the Guarantee is filed against us on or before midnight in India till (date), all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, Bank further agree that the Guarantee hereunder contained shall not be affected by any

change in the terms of the bid originally made by the Bidder and any change in the constitution of said offer or MMTCL Limited.

FOR BANK

Dated:

Place:

ANNEXURE-III

TECHNICAL BID

1. Details of Bid Bond

Bid Bond No. _____ Dated _____ For (Amount in US\$) _____.

Name of Bank & Branch: _____

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfilment of the contract. 2. Items, Quantity and Shipment Period

S. No.	Item year) (Crop	Quantity	Origin	Shipment period	Discharge port
1.					

Please specify qty and other details against each discharge port

*subject to conditions mentioned in **Annexure VI** of the tender regarding Phytosanitary requirements for import of Maize into India.

3. Quality Specifications

SR. NO	PARAMETER	SPECIFICATIONS
--------	-----------	----------------

1	MOISTURE	14.0 PCT	MAX
2	BROKEN GRAINS	4.0 PCT	MAX
3	FOREIGN MATTER	1.0 PCT	MAX
4	HEAT DAMAGED KERNEL	0.2 PCT	MAX
5	DAMAGED KERNEL	5.0 PCT	MAX
6	WEEVILLED GRAINS	6.0 PCT	MAX
7	MAIZE (NON-GMO) OF OTHER COLOUR THAN YELLOW	5.0 PCT	MAX
8	OTHER EDIBLE GRAINS	2.0 PCT	MAX
9	ORGANOLEPTIC	NATURAL STATE, SMELL AND COLOUR	
10	LIVE INSECT INFESTATION	NIL	
11	MICOTOXIN INCLUDING AFLATOXIN	Not more than 30 Micrograms per Kilogram	MAX
12	URIC ACID	Not more than 100 mg. per kg.	MAX

The total of Foreign Matter, other Edible Grains and Damaged Grains shall not exceed 9 Percent by weight. In case of deviation in quality parameters from the above parameters but within FSSAI norms is found at discharge port, penalty of 2% on weight for every 1% increase beyond contractual parameters may be levied at sole discretion of MMTTC. In case the material is found beyond FSSAI Parameters, cargo shall be rejected and the seller to take back the material at their costs and consequences. In case of Broken Grains the above penalty would be applicable and the maximum permissible limit is 5%.

General

- Please note that all the Maize quoted shall be from new crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.

- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.
- If the Maize on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their risk and cost.

DECLARATION

We hereby declare that our business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify

Signature of the Bidder_____

Full Name_____

Designation _____

Date_____

Seal of Company_____

Tender No: MMTC/AGRO/IMP/MAIZE/2019-20/03
Price Bid (To be completed by foreign supplier)

Name of the Bidder: _____

Address: _____

Contact Person: _____

Tel No. _____ Fax No. _____

Email address: _____

Shipment Period	01st August - 31st August 2019		01st September - 30th September 2019		01st October - 31st October 2019	
Discharge Port	Mangalore	Vizag	Mangalore	Vizag	Mangalore	Vizag
Description of item & origin						
Origin (Name of country)						
Origin (Port of Loading)						
Quantity offered (MTs)						
Price in US\$ PMT FOB						
Freight in US\$ PMT						
Price in US\$ PMT CNFFO						

We confirm that all other terms including validity of our bids are as per tender and there is no deviation to the tender terms

Name _____

Designation _____

Signature of the Bidder _____

Date _____

Seal of Company _____

Performance Bank Guarantee Format

(To be executed by any Schedule Bank in India on Stamp paper

M/s. MMTC Limited
Core-I, Scope Complex,
7, Institutional Area,
Lodhi Road, New Delhi-110 003

Dear Sirs,

1. Whereas, MMTC Limited having its registered office at core-1 , Scope Complex , Lodhi Road , New Delhi-110003 India have entered into Contract No. /LOI_____Dated_____(hereinafter called "CONTRACT") for _____ with M/s _____(hereinafter called the 'Seller') address _____.
2. AND WHEREAS the Seller under the contract is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of USD _____.
3. AND WHEREAS at the request of the Seller, we _____ Bank _____(address) ,hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on upto and not exceeding the sum of US\$_____payable by the Seller in the event of failing to perform any or all their obligations under the CONTRACT/LOI.. The decision of the MMTC that the Seller 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 MMTC not exceeding the sum of USD _____ only without any demur, delay, protest and without any reference or recourse to the Seller notwithstanding any dispute raised by seller in any suit proceeding 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 Bank guarantee.

5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD_____. Our Guarantee shall remain in force until _____(date)
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____(expiry date).
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 is.
8. This guarantee comes into force forthwith
9. We _____Bank, 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 said contract/LOI or extend time of performance by the said Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMTC against the said seller and/or forebear or enforce any part of the terms & 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 Seller.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs _____ 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 constitution of the Bank or the said Seller.
13. 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 to him by the Bank

SIGNED AND DELIVED THIS _____DAY of _____, 2019

Yours faithfully
For and on behalf of
_____ (Bank)
Address

Banker's Seal

CERTIFICATE OF CONFORMITY

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt. of India/Govt. of India Agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

INTEGRITY PACT

Between

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

And

..... (Bidder)

Hereinafter referred to as “**Vendor/Bidder**”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Supplier/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us. In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road, NEW DELHI – 110 003.
Email id: bijoychat@gmail.com
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 Supplier(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Supplier/Vendor/Bidder any confidential/additional information through which the Supplier/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 Supplier(s)/Vendor(s)/Bidder(s)

1. The Supplier(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 Supplier(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 Supplier(s)/Vendor(s)/Bidder(s) will not enter with other Supplier(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 Supplier(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Supplier(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 Supplier(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Supplier(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 Supplier(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 Supplier(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 Supplier(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 supplier/vendor/bidder into question, MMTC is entitled to disqualify the Supplier(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 Supplier(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 supplier/vendor/bidder into question, MMTC is entitled to also exclude the Supplier(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 supplier 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 Supplier(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 Supplier(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 Supplier(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Supplier(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 Supplier(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 Supplier(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 Supplier(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 Supplier(s) /Vendor(s)/Bidder(s)

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

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

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

If MMTC obtains knowledge of conduct of Supplier(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Supplier(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 Supplier(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 Supplier(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 Supplier/Vendor/Bidder)
(Office Seal)

Place : Date
:

Witness 1 :
Name :
Address :

Witness 2 :
Name :

Address

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

E-Tender is available on MMTC e-procurement website URL:- <https://mmtc.abcprocure.com/> EPROC for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal URL:- <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below. Procedure for Obtaining Digital Certificate. The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 3 working days.

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)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	Delhi.support@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
(Offsite Team).	+91-(79)- 68136 850	
	+91-(79)- 68136 849	

	+91-(79)- 68136 848	pankesh@eptl.in
Fany Shah	079-68136854	Fany.shah@eptl.in

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. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Earnest Money in physical form should reach us on or before closing date and time of tender.