



**Chennai Regional Office**

6, Essar House, Esplanade, Chennai, 600108  
Phone : 044-25340528; 044-25341035

**Tender for Ex-Godown SALE OF “GRANULATED P K COMPLEX FOR SALE ON AS IS WHERE IS BASIS” from Tuticorin Godown**

**Tender No: MMTC/CHEN/FERT/2016-17/004 Date: 16.12.2016**

**Terms & Conditions of Tender:**

**1. Invitation for Bids:**

MMTC Limited., Regional Office, 6, Essar House, Esplanade, Chennai, 600108, invites sealed tender for “**sale of imported Granulated P& K Complex for sale on as is where is basis**”. Interested parties may send their bid for the same in the prescribed format as given in **Annexure -I**. The terms and conditions for this tender are as follows:

- 2. Item:** Granulated P & K Complex in bags with existing conditions to be sold on “As is where is basis”. The mentioned cargo is time barred, abandoned cargo lying under customs custody at Mannariah Godown, Tuticorin in bags. The sale of the same is being entrusted to MMTC Ltd on as is where is basis, who on behalf of Customs wishes to dispose the cargo through an Open Tender.

**3. DATE SHEET :**

DATE OF PUBLICATION	:	16.12.2016
Pre Bid conference	:	1500 hrs on 21.12.2016
Inspection of Material	:	19.12.2016 to 23.12.2016 (Both days included)
Tender closing time/ date (Bids to be submitted latest by)	:	1500 Hrs on 03.01.2017
Tender Opening time/ Date	:	1600 Hrs on 03.01.2017
Bid Validity	:	One month from the date of opening of Bids
Submission of BG Annexure II	:	Within 3 working days on obtaining of LOI a PBG as per prescribed format may be given
Delivery Time	:	30 days from the date of issue of Delivery Order

4. **Origin:** China

5. **Bid Quantity called for:** The bids are called for a quantity of approximately 10800 MTS (Approximately Ten Thousand Eight Hundred Metric Tonnes only)

6. **Specification :** The material was sent to SGS Lab for analysis and the consolidated report of the specifications is said to be:

Test Parameter	Method	sample a	sample b	
Moisture by Oven Dry Method	FCO 1985 (AMENDED 2015)	4.63	5.87	%(w/w)
Total Nitrogen	FCO 1985 (AMENDED 2015)	1.04	0.88	%(w/w)
Ammonical Nitrogen	FCO 1985 (AMENDED 2015)	0.78	0.73	%(w/w)
Water Soluble Phosphate (P2O5)	FCO 1985 (AMENDED 2015)	13.039	12.987	%(w/w)
Water Insoluble Matter	FCO 1985 (AMENDED 2015)	16.071	20.315	%(w/w)
Sodium as NaCl	FCO 1985 (AMENDED 2015)	1.692	1.661	%(w/w)
Water Soluble Potash	FCO 1985 (AMENDED 2015)	25.543	25.087	%(w/w)

- a) The test reports shall be made available to the bidders during pre-bid.
- b) The bidder to satisfy himself about the quality, quantity, condition and whatsoever nature before quoting for the said material.

7. **Price:**

- a) Bidders may quote for the mentioned quantity or parts. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.
- b) The amount paid by the bidder for the quantity quoted shall be adjusted against the actual quantity delivered.

8. **Validity:**

Bid must remain valid for one month from the date of opening of tender.

9. **Taxes, Levies:**

Taxes, levies, cess i.e. VAT, Turnover Tax etc., if applicable, is/are to be paid by the successful bidder (s).

10. **Earnest Money Deposit (EMD):**

- a. EMD of Rs. 400 PMT (Rupees Four Hundred Per Metric Tonne) to be deposited along with the bid in the form of DD in favour of MMTC LIMITED, payable at Chennai.
- b. EMD of the unsuccessful Bidder(s) shall be returned within **eight** working days from the date of finalization of tender.

- c. The EMD of the successful bidder(s) shall be adjusted at the time of full and final payment of the value of material sold.
- d. EMD of successful bidder shall stand forfeited if the bidder fails to deposit the balance amount of bid value of the cargo and complete the lifting of stock within the permitted time as mentioned in Clause 16.

#### **11. Letter of Award (LOA) :**

MMTC shall issue a Letter of Award to the highest bidder/ H1 bidders in consultation with the Tender Committee vide courier or fax or email. On receipt of the same, the bidder is requested to return with accepted LOA and PBG as per prescribed format within the stipulated period of 3 days from the date of issue of LOA.

#### **12. Performance Bank Guarantee :**

The successful bidders shall be required to submit a Performance Guarantee Bond equivalent to not less than 5% of the value of the Contract in the prescribed proforma within 3 days from the issue of LOI by MMTC along with the acceptance of their offer / issue of LOI as per Annexure II. The PG Bond to be submitted by the Seller shall be unconditional, operative Bank Guarantee and payable on demand without demur or reference to the Seller.

If, for any reason whatsoever, bidder has committed breach of the term(s) and/or condition(s) contained in the Letter of Indent and/or failed to comply with the terms and conditions as stipulated in the LOI, Tender Documents or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.

The PBG will be returned only after successful completion of the contract.

#### **13. Submission Of Bids:**

The bid along with complete, signed tender document and EMD, enclosed in a sealed envelope, addressed to The Addl. General Manager (Fertilizer), MMTC Ltd., Chennai Regional Office, 6, Essar House, Esplanade, Chennai, 600108 should be dropped in tender box kept in MMTC office premises at the above mentioned address by the date and time mentioned at clause 3.

The tender shall be opened at 1600 hrs IST on 03.01.2017 at the above address of MMTC Chennai. Bidders or their authorized representatives who wish to be present during opening of bids may seek prior permission in writing with Shri.V.P.Arulbabu, Senior Manager at [vpa@mmtclimited.com](mailto:vpa@mmtclimited.com). Bids must be submitted as per price bid format provided in “Annexure- I” only.

The following terms are also to be complied and also to be agreed with while submitting the bid:

- a) The local agent of the bidder, duly authorized by his principal, may submit bid, negotiate 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, shall be admitted and deemed to be held as valid as if served upon the principal/bidder).
- b) Each page of tender document must be invariably signed by the Bidder.
- c) Letter(s) of acceptance will be issued by Fax or E-mail or Courier to the successful bidder(s) and/or to his/their Agents(s).
- d) Bid(s) incomplete or deficient, received late and/or not accompanied with valid amount of EMD and/or received with condition may be rejected at the discretion of the MMTC.
- e) MMTC reserves the right to increase or decrease the quantity offered on its own discretion.
- f) Since the material is offered on **“Ex-Tuticorin (Mannariah Godown) godown, as is where is basis”** the bidder must satisfy himself about the quality, quantity, condition or whatsoever nature of the material before submitting the bid. No claim, what so ever, about the quality, quantity, condition, etc of the material is acceptable subsequently.
- g) The acceptance of bids by MMTC Limited is subject to the approval of appropriate authority and MMTC reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason thereof.

#### **14. Documents Constituting Contract:**

The Invitation of Bids, the terms and conditions of Tender as laid herein, Bid of the successful bidder (s) (ANNEXURE I), Bank Guarantee (ANNEXURE II), Integrity Pact (ANNEXURE III), Letter of Acceptance issued by MMTC and Delivery Order issued by MMTC (on receipt of final payment) along with any amendment made subsequently shall constitute the Contract between MMTC and the successful bidder(s).

#### **15. Payment:**

The successful bidder(s) shall be required to make advance payment to MMTC by way of RTGS for the bid quantity and complete the lifting within the time allowed as specified in clause 16 of this tender document.

#### **16. Delivery**

After the bid has been accepted, the bidder shall make full payment for the balance bid value within 7 working days from the date of acceptance of the bid and complete the lifting within a period as detailed below:-

- a) Lifting time 30 days, maximum from the Delivery order date.
- b) The above Free time will be allowed from the date of acceptance of the bid. No further time for lifting will be allowed and the EMD submitted will be forfeited and bid cancelled if the bidder failed to lift the material within the lifting time allowed.
- c) In case the successful bidder fails to make the payments within the stipulated period, extension of time for making payment shall be at the sole discretion of MMTC. MMTC

shall have the right to dispose of the goods at the risk, cost and consequences of the bidder in addition to forfeiture of EMD.

- d) The material is offered on Ex-Tuticorin (Mannariah Godown) godown, as is where is basis and therefore all delivery expenditures such as labour, transportation, weighment etc. are to be borne by the buyer only.

#### **17. Fraud Prevention Policy**

All the bidders / service providers / vendors / consultants etc. Shall be required to clarify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time

#### **18. Cancellation Of Contract:**

If the successful bidder(s) failed to observe the terms and conditions of the contractual obligations within the stipulated period, MMTC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of EMD. MMTC shall not be liable to any risks, costs and consequences of whatsoever nature, consequent upon such cancellation of the contract.

#### **19. 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 by the Arbitration in accordance with the Arbitration & Conciliation Act 1996 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 Chennai.

**AGM (Fertilizers)  
MMTC Limited, Chennai**

**Tender No: MMTC/CHEN/FERT/2016-17/004 Date: 16.12.2016**

**Closing At 16.00 Hrs (IST) on 03.01.2017**

**(To be completed by Buyer)**

**Name & Address of the Bidder:**

**TIN No. \_\_\_\_\_ PAN NO: \_\_\_\_\_**

**Name & Phone # of Contact person \_\_\_\_\_**

**Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_**

**E-mail**

<b>Quantity bid in Metric tons (in nos)</b>	<b>Price quoted (Rs.) Per metric ton (in nos)</b>	<b>Quantity bid in Metric tons (in words)</b>	<b>Price quoted (Rs.) Per metric ton (in words)</b>

**Details of EMD**

<b>DD/Pay order No.&amp; date</b>	<b>Name of Bank &amp; Branch</b>	<b>Value in Rs.</b>

We hereby confirm that we have carefully read the terms and conditions of the Tender document and hereby agree to abide by the same for fulfillment of the contract for sale and also confirm that, while making this bid, we have fully satisfied our-self about the quality of the material offered in this tender and have no confusion and doubt about the same.

**Name \_\_\_\_\_**

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

**Signature of the Bidder with seal \_\_\_\_\_**

**Place \_\_\_\_\_**

**Date \_\_\_\_\_**

(TO BE SUBMITTED BY SUCCESSFUL BIDDERS FOR 5% OF CONTRACT VALUE / BIDDED VALUE)

**PERFORMANCE BANK GUARANTEE FORMAT**

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

MMTC Limited,  
6, Chennai House,  
Esplanade Road,  
Chennai-600108

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, 6, Chennai House, Esplanade Road, Chennai-600108 (hereinafter called 'MMTC') which term shall include the successors and assigns, has floated tender for **SALE OF "GRANULATED P K COMPLEX FOR SALE ON AS IS WHERE IS BASIS" from Tuticorin Godown** AND WHEREAS M/s. \_\_\_\_\_ (hereinafter called the Applicant) has been declared successful in the bid for a quantity of \_\_\_\_\_ MTS OF **"GRANULATED P K COMPLEX FOR SALE ON AS IS WHERE IS BASIS" from Tuticorin Godown**

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of Rs. \_\_\_\_\_ (IN NOS) \_\_\_\_\_ (IN WORDS ).

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 00/00/2017 entered into between the MMTC (hereinafter called the 'MMTC') and M/s \_\_\_\_\_ (hereinafter called the Agency ) this is to confirm that at the request of the Agency, 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 handling agency 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. \_\_\_\_\_ (in nos and words)

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 Guarantee this 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/contract or extend time of performance by the said CHA or postpone for any time or from time to time any of the powers exercisable by MMTC against the said CHA to forebear or enforce any part of the terms and conditions relating to the said contract and he shall not be relieved from our liability by reason of any variation or extension being granted to the said M/S \_\_\_\_\_.
4. This Guarantee is valid for a period of **365** days from the date of issue and claim against this Guarantee can be 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 \_\_\_October 2017.

9. 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.
10. This bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing bank through SFMS to State Bank of India, CAG, Chennai 3<sup>rd</sup> Floor, Sigapi Achi Building, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai, A/C No. : 00000031188667865 having IFSC code SBIN0009999 and written communication to that effect is issued by Bank Beneficiary.
11. Notwithstanding anything contained herein above :
- a) Our liability under the Bank shall not exceed Rs.\_\_\_\_/- (Rupees \_\_\_\_ only)
  - b) This guarantee shall be valid upto
  - c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon as a written claim or demand on or before \_\_\_\_October 2017.

Signed and delivered this.....day of.....(MONTH) 2017 at Chennai.

Sign. Of Authorised Official of Bank

Witnesses:

1.

2.

**INTEGRITY PACT**

Between

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

And

M/s \_\_\_\_\_ hereinafter referred to as

“**The Buyer**”

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. 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) the same information and will not provide to any Buyer any confidential/additional information through which the Buyer 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)**

1. The Buyer(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) 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) 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) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(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) 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) 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), 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 into question, MMTC is entitled to disqualify the Buyer(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) 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 into question, MMTC is entitled to also exclude the Buyer(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) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.

- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) can prove that the exclusion of the Buyer(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) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s) 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) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

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

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s) who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Buyer(s)**

If MMTC obtains knowledge of conduct of Buyer(s) or of an employee or a representative or an associate of Buyer(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. 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) 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) 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)

(For & on behalf of Buyer)

(Office Seal)

(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Witness 2: .....

Name :

Name :

Address :

Address: