



MMTC Limited, 8 India Exchange Place, NIC Building, 4<sup>th</sup> Floor, Kolkata 700 001  
PAN NO.AAACM1433E  
CIN L51909DL1963GOI004033

*E-TENDER FOR SALE OF RED LENTILS WHOLE*

E-TENDER NO. MMTC/KOL/RED LENTILS/2017-18/11 DATED 01.01.2018

Closing At 1430 Hrs (IST) on 09.01.2018

*MMTC INVITES OFFERS FOR SALE OF 3000 MT ( $\pm$  5%) RED LENTILS CANADA ORIGIN*

*COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:*

www.mmtclimited.com

&

<https://mmtc.abcpurchase.com>

Corporate Office : Core-1, Scope Complex, 7 Institutional Area, Lodhi Road,  
New Delhi-110 003 (INDIA)  
Phone No. +91 11 24362200, Fax +91 11 24364587

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### NOTICE INVITING E-TENDER FOR SALE OF RED LENTILS WHOLE CANADA ORIGIN

E-TENDER NO. MMTC/KOL/RED LENTILS/2017-18/11 DATED 01.01.2018

Closing At 14:30 Hrs (IST) on 09.01.2018

Terms & Conditions of Tender :

#### 1. Invitation for Bids Submission of Bids

Part A: Technical Bid: (electronic form only). The documents to be uploaded in electronic mode. Technical bid - a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender.

b) Technical Bid as per **Annexure A** along with required documents. Procedure/guidelines for E Bidding is given at **Annexure C**.

Technical bid is to be uploaded on electronic mode by 1430 Hrs IST on 09.01.2018. Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on 09.01.2018 latest by 1430 hrs IST. The EMD furnished through electronic mode should reflect into MMTC's bank account before 1430 hrs. Of 09.01.2018.

Part B: Price Bid Price Bids are also to be uploaded latest by 1430 hrs IST on 09.01.2018 through electronic mode only as per **Annexure B**.

Additional General Terms and Conditions is placed at **Annexure D** and format for Integrity Pact is placed at **Annexure E**.

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of both the bids, bidders may log on to: website <https://mmtc.abcpocure.com>

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

PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be opened at 1500 Hrs. IST on 09.01.2018 at MMTC, Regional office Kolkata and price bid at 1600 hrs. IST on same day.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

ADDL. GENERAL MANAGER(AGRO)

#### GENERAL CONDITIONS:-

1. EMD @ 5% in form of DD/PO/RTGS transfers.
2. Integrity Pact if the bid amount is above Rs.20 crores (duly signed and sealed)
3. Minimum quantity to be quoted is 250 Mts for Red Lentils.
4. Lot-wise offer will not be accepted. The bidders are required to submit firm offer for the total quantity bidded.

Tender No: MMTC/KOL/RED LENTILS/2017-18/11 DATED 01.01.2018

## TECHNICAL BID

Tender

No: \_\_\_\_\_

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_

Address : \_\_\_\_\_

PAN NO (Enclose copy) : \_\_\_\_\_

GST No (Enclose Copy of Acknowledgement received from Authorities)  
: \_\_\_\_\_

Contact Person : \_\_\_\_\_

Tel. No : \_\_\_\_\_

Fax No : \_\_\_\_\_

E-mail address: \_\_\_\_\_

Details of EMD:

D.D/P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ for

(Amount in INR) \_\_\_\_\_

RTGS/NEFT details: \_\_\_\_\_

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 and have satisfied ourselves regarding quality etc.

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature of the bidder & Seal of the Co. : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

## PRICE BID

Tender

No: \_\_\_\_\_

Price Bid (to be completed by buyer)

Name of the bidder

: \_\_\_\_\_

Address

: \_\_\_\_\_

MINIMUM LOT – 250 Mts for Red Lentils

COMMODITY	WARE HOUSE CWC IMPORT- EXPORT GODOWN (Godown No. E5)		WARE HOUSE CWC PANCHPARA GODOWN (Godown No. 4 & 6)	
	QTY IN MTS	RATE RS PMT	QTY IN MTS	RATE RS PMT
RED LINTILS WHOLE CANADA ORIGIN				

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature of the bidder & Seal of the Co.: \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

## “Annexure-C”

### SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)) for submission of their bids on MMTC's e-procurement portal.

BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL [URL:-https://mmtc.abcprocure.com](https://mmtc.abcprocure.com). The bidder should have a valid User Id to access e-Procurement portal of MMTC.

**Note:** After successful submission of Registration details. Please contact M/s E-Procurement Technologies Limited (EPTL) (as given below), to get the registration

accepted/activated.

e-Tendering Registration, Digital Signature, user id / profile activation queries	Mr. Himalaya Vaishnav	M 90990 90830 L 079-4001 6811 079-4001 6866 079-4001 6840/48	<a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>  <a href="mailto:info@abcprocure.com">info@abcprocure.com</a>
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- ☐ BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
- ☐ The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
- ☐ Operating System should be Windows Vista / Windows 7 and above.
- ☐ System Access with Administrator Rights
- ☐ Good Internet Connection.
- ☐ Microsoft Internet Explorer 9.0 (32 bit browser only) or above
- ☐ Valid Digital Signature Certificate(s) for users.
- ☐ Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
  - ☐ Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - **Mandatory**
  - ☐ Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - **Mandatory**
  - ☐ Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

**HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST**

(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
<b>Mr. Abhijeet Goware</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>	<b>M 9265562826</b>
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 M 9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

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 5 working days.

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

**"ANNEXURE-D"****ADDITIONAL GENERAL TERMS AND CONDITIONS****TENDER FOR EX-GODOWN SALE RED LENTILS WHOLE CANADA ORIGIN***Tender No. MMTC/KOL/RED LENTILS/2017-18/11 DATED 01.01.2018***Tender Closing at 14:30 Hrs on 09.01.2018****INVITATION FOR BIDS**

MMTC Limited, 4<sup>th</sup> Floor, NIC Building, 8 India Exchange Place, Kolkata 700 001 invites sealed bids for sale of imported Red Lentils Whole lying at CWC-Import Export Godown and CWC-Panchpara Godown at seller's option. The pulses are offered, "on Ex-Godown and on as is where is basis".

**1. PRODUCT:**

3,000 Mts ( $\pm 5\%$ ) RED LENTILS WHOLE CANADA ORIGIN NON GMO LATEST CROP OF 2016

Tentative specifications :

Foreign Matter	1.0% max.
Weeviled Seeds	3.0% max. by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	3.0% max. by weight
Foreign beans	2.0% max.
Broken seeds (Passing through 3.00 mm slotted Sieve)	2.0% max.
Moisture	14.0% max.
Uric Acid Not more than	100 mg. per kg.
Aflatoxin Not more than	30 micrograms per Kg

**2. Details of Warehousewise quantity are as under ( $\pm 5\%$ ) :**

COMMODITY	Central Warehousing Corporation Import & Export Godown, Opposite Gate No. 4 NSD. 1, Circular Garden Reach Road, Kolkata-700043 (Godown No. E5)	Central Warehousing Corporation Central warehouse-Panchpara Satyen Bose Road, P.O- Radhadasi Howrah-711103 (Godown No. 4 & 6)
	QTY IN MTS	QTY IN MTS
RED LENTILS CANADA	1018.000	1875.000

Material can be inspected at the above godown (s) with prior intimation after obtaining permission from MMTC. Maximum sample size allowed is 250 gms only.

- Bid should be for minimum quantity of 250 Mts and in multiples of 50 Mts thereafter for Red Lentils.
- MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

**3. PRICE**

- All prices are to be quoted in INR (Rupees) PMT basis as per Annex. B – PRICE BID. The bidder shall quote for material value excluding lifting and weightment charges.

- ii. Any levy, cess, VAT, Octroi, Market Fee etc will be borne by successful bidder(s). The buyer shall complete all formalities for transportation of cargo ex- MMTC's warehouse including all statutory requirements.
- iii. Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final. The loading charges along with any incidental charges pertaining to lifting shall be borne by the successful bidder(s).

4.. PACKING :- Material is packed in 50 Kg. PP bags.

5. EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

A) Bid shall be accompanied by an EMD @ 5% of bid value in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of "MMTC LIMITED" payable at Kolkata or through RTGS payment mode subject to verification/proof of receipt in our MMTC account. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

MMTC Bank details are as under:

- State Bank of India A/C NO. 11051192270
- CAG Branch Kolkata
- IFSC CODE: SBIN0009998

B) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be refunded after finalization of the tender.

C) EMD of successful bidder(s) will be treated as security deposit and shall be returned only after the successful completion of entire sales contract after deduction of all charges, if any, due from them.

6. PAYMENT TERMS:

- i) MMTC shall retain the EMD deposited by the successful bidder(s) at the time of participation in tender.
- ii) *The successful bidder(s) shall make additional security of 5% payment within 2 working days from award of tender (excluding the day of award of tender).*
- iii) *The successful bidder(s) will be allowed to lift the allocated quantity in lots convenient to them by making 100% payment of the lot to MMTC within the free delivery time allowed. MMTC will also issue multiple Delivery orders and all the Delivery orders will carry same expiry date. In other words, the successful bidder(s) needs to lift all the lots within the free time as tabulated below from the date of issue of DO (excluding the date of issuance of DO)*

*Delivery Schedule:-*

<i>Qty. Mts</i>	<i>Free Period/time allowed for lifting (Warehouse Working days)</i>
<i>0-500</i>	<i>10</i>
<i>501-1000</i>	<i>20</i>
<i>1001-2000</i>	<i>30</i>
<i>2001-3000</i>	<i>40</i>
<i>3001 and above</i>	<i>For every additional quantity of 100 MTs, 1 additional delivery day will be given subject to maximum 60 days.</i>

- iv) The additional security of 5% as at clause no. 6.ii) and EMD of 5% will be refunded after successful completion of last delivery & the entire sale contract, after adjusting dues to be paid to MMTC, if any. EMD and SD will not carry any interest.
- v) In case the successful bidder(s) fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of MMTC LIMITED. In case extension is granted, *an additional EMD if required to cover mark-to-market losses has to be submitted immediately by the successful bidder(s) merely on demand.* In case of non compliance of submission of additional EMD, MMTC LIMITED shall have the right to dispose of the goods at the risk and consequential costs of the successful bidder(s), in addition to forfeiture of EMD submitted at the time of bid.
- vi) In case the material is not lifted within the free time, all carrying cost such as godown rent, fumigation, and insurance shall be to the account of the successful bidder(s). Successful bidder shall have to deposit Rs. 7/- PMT per day for CWC-Import Export and Rs.5/- PMT per day for CWC-Panchpara godown for the delayed delivery period from the godown beyond the free delivery period allowed as per clause number 6.i). However *the extension of delivery period will be at the sole discretion of MMTC.*
- vii) In case , the successful bidder(s) fails to lift the cargo within the free period including extension as allowed, 100% EMD & security deposit shall be forfeited and bid(s) shall be treated as cancelled. In such cases MMTC reserves the sole right to take decision to cancel bid(s) of such defaulter(s) and dispose the cargo under risk sale at cost and consequences of such defaulter(s) without any notice. No representation in this regard shall be entertained.
- viii) The successful bidder(s) shall have to make 100% payment of allocated quantity "within the free days" i.e the maximum period for making payment. On specific request to MMTC, extension upto 5 bank working days may be provided to the The successful bidder(s) wherein MMTC shall charge interest @ 13.25 % p.a.
- ix) All taxes/cess levied /applicable by any authorities (viz APMC, NMMC etc) shall be applicable and shall be borne by the successful bidder(s) at actuals.

## 7. DELIVERY TERMS

- i. The successful bidder(s) shall arrange their own transport for timely lifting the cargo within the stipulated free time from the godown(s) specified by MMTC in the tender document. The successful bidder(s) shall arrange suitable capacity trucks/containers depending on the feasibility of convenient movement to and fro the designated godown. The delay on this account shall be purely to the successful bidder(s) account.
- ii. Cargo shall be considered as delivered when loaded into trucks at the godown(s) on gross weight measurement basis and weighed at designated weighbridge(s) specified by MMTC.
- iii. MMTC shall not be responsible for any delay in lifting of the cargo within the free period specified due to inaction of the successful bidder(s). All extra expenses

incurred due to above, as mentioned herein above, shall be borne by the successful bidder(s).

- iv. Cargo shall be delivered from the godown(s) as specified in the tender document solely at the seller's discretion.
- v. A surveyor shall be appointed by MMTC Limited to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will be to the account of successful bidder(s) including per man day charges levied by surveyor.
- vi. No segregation /sorting of cargo will be permitted while lifting the cargo under any circumstances.
- vii. Successful bidder(s) shall be responsible for any loss/damage /shortages caused to cargo/godown due to negligence of labour employed for loading the cargo (described in clause 2) in trucks.
- viii. The H2 bidder shall be given option to match the H1 price to the extent of quantity quoted by them (H2) in the tender. Similarly, H3, H4, H5 and so on will be given the option to match the H1 price to the extent of quantity quoted by each of them respectively.
- ix. For the remaining tender quantity (if any available) after completion of the above process, the option will be given to H1 for increasing the quantity and the leftover quantity shall be passed on to the H2, H3, H4 bidder and so on at H1 rate subject to availability of quantity at sole discretion of MMTC.

8. SUBMISSION OF BIDS: As per terms mentioned in NIT Bid validity upto 12.01.2018 (EOD).

9. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bid(s), the terms and conditions of Tender, Bid(s) of the successful bidder(s) and Letter/email of acceptance issued by MMTC LIMITED along with amendment, if any, issued prior to issue of letter of acceptance of bid(s) to successful bidder(s) shall constitute the part of contract between MMTC LIMITED and the successful bidder(s). The successful bidder(s) are required to submit the duly signed and sealed tender documents/ letter of acceptance issued by MMTC as a token of acceptance of all the terms and conditions as specified in tender/LOA.

10. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages and other incidental charges such as interest, insurance, godown rent, fumigation, surveyor etc., besides forfeiture of EMD and resorting to risk sale at the cost and consequence of the successful bidder(s). MMTC will not be liable for any costs, damages and consequences arising out of such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

#### 11. LIQUIDATED DAMAGES (Risk Sale) :

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per Clause 6 & 7). In case the party fails to lift the full quantity even after giving ample opportunities (extensions), MMTC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity to any third party at the risk cost and consequences of successful bidder(s) without prejudice to its other rights and remedies, including forfeiture of EMD. In such event the successful bidder(s) shall bear at actual all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. In case the difference is more than the credit balance, if any available, of the successful bidder(s) with MMTC, the successful bidder(s) shall pay the balance amount to MMTC merely on demand.

#### 12. FORFEITURE OF Earnest Money Deposit (Security Deposit) :

MMTC reserves the right to forfeit the Security Deposit (i.e the EMD submitted at the time of bid) in case the successful bidder(s):-

- i. Fails to lift the cargo within the specified free period.
- ii. Commits any breach of the term(s) and condition(s) as contained herein above.
- iii. Assigns or transfers the product (described in clause 2) or any benefits there under to any third person or agency.

#### 13. OTHER TERMS:

- i. Pulses are being offered for sale on Ex-Godown and as is where is basis. Bidder(s) are free to inspect the material with prior intimation to MMTC LIMITED before submitting the bid. Segregation will not be permitted. It will be constituted that bidder(s) have satisfied themselves with quality etc. once they submit their bid(s).
- ii. Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) within the validity of offer.
- iii. For any additional quantity offered to bidder(s) in addition to bid quantity, EMD for the value of the additional quantity will have to be deposited by the successful bidder(s) on or before issue of letter of acceptance/confirmation by MMTC LIMITED, as per clause 6 above.
- iv. Unsolicited requests for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result, including forfeiture of EMD submitted at the time of tender.

#### 14. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC Limited. The provision of Arbitration & Conciliation Act 1996, and amendments thereto shall apply to such arbitration proceedings. The venue of Arbitration will be Kolkata.

#### 15. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s)

from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfil its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

#### 16. FRAUD PREVENTION POLICY:

All the bidders shall be required to certify 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.

#### 17 HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an Agency mutatis mutandis applies to this agreement and in the event, the 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 taken any curative measures with the agency(s) in accordance with the policy in force.

Addl. General Manager (Agro)  
MMTC Limited  
KOLKATA

Place:

Date:

**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 Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC has appointed SHRI 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 member(s), will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/eauction/ e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

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

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his

participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/ e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.

d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.

e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

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

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

a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.

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

#### Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/esale/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 EMD whichever is higher.

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

#### Section 5 – Previous transgression

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

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

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

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

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

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

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

#### Section 8 – Independent External Monitor(s)

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

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

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

4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the

contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

8. The word "IEM" would include both singular and plural.

#### Section 9 – Pact Duration

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

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

#### Section 10 – Other provisions

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

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

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

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

.....  
(For & on behalf of MMTC)  
(Office Seal)

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

Place : .....

Date : .....

Witness 1 : .....  
Name :  
Address :

Witness 2 : .....  
Name :  
Address :